

# **NEZ PERCE TRIBAL HOUSING AUTHORITY**

## *Collection & Eviction Policy*

### **I. PURPOSE**

Living in Housing Authority houses has both benefits and obligations, which go hand in hand as a “package deal”. In return for not having to pay for the full cost of a house, homebuyers and tenants will be held fully accountable for those smaller payments they are required to make. Residents are expected to take full responsibility for their personal financial situation to the extent of being able to make their monthly payments in full and on time, every month. In addition, homebuyers are expected to perform required routine and non-routine maintenance, when needed.

These required monthly payments are used exclusively by the housing authority to operate, improve and expand our housing assistant programs for current and future residents and to enable homebuyers to become homeowners. Required payments are adjusted up or down at least annually, to assure that families pay only their fair share, based on their income.

Prompt payments from homebuyers and tenants, as set forth in this policy, is a primary function of the housing authority which demonstrates the capacity to properly and effectively manage the existing housing programs and to create a financial base for increasing the housing stock on the Nez Perce Reservation. The housing authority’s ability to continue present services to homebuyers and tenants, and to secure future funding for housing improvements and/or additional housing units, is directly impacted by the successful administration of this policy. This policy exists as a directive from the Board of Commissioners to the staff.

### **II. TRIBAL COUNCIL RESPONSIBILITY**

The Ordinance passed by the Nez Perce Tribal Executive Committee in creating the housing authority states in Article VIII (e):

“The Tribal Government hereby declares that the powers of the Tribal Government shall be vigorously utilized to enforce eviction of a tenant or homebuyer for non-payment or other violations, including action through the appropriate courts.”

### **III. DISTRIBUTION**

A copy of this policy will be posted prominently in the housing authority office and in the Tribal offices, if possible, and will be provided to homebuyers and tenants at move-in and upon request.

### **IV. DUE DATES FOR MONTHLY PAYMENTS OR OTHER CHARGES**

A. All monthly payments are due and payable in full by the first day of each month, whether or not billing statements are sent by the housing authority.

- B. All “other payments” for other incurred costs are due and payable on the first day of the month following the charge.
- C. Households that have a significant portion of their income coming from seasonal work, will be allowed to pay at times that more closely match when income is received, if approved in advance by the Executive Director. These larger but less frequent payments need to be made in advance, the same as regular monthly payments which are made for the ensuing month.
- D. Residents are responsible for notifying staff prior to the 15<sup>th</sup> day of the month if they will be unable to make the full payment when due and for requesting an informal resolution with the Executive Director to make payment arrangements.

## V. **PAYBACK AGREEMENTS**

- A. If payments are not made as required, Payback Agreements may be executed by the Executive Director, or his/her designee, with the resident after financial counseling and after he/she has determined that the resident is still capable of and committed to fulfilling all obligations of their Lease.
- B. To be allowed to maintain occupancy, each Homebuyer and Tenant with debt balances is required to set up a Payback Agreement acceptable to the Executive Director, or his/her designee. Failure to make payments as agreed in the Payback Agreement will result in automatic termination of the Lease.
- C. If a Payback Agreement is executed, the resident will be required to pay at least 50% of the balance due, except in a catastrophic situation as determined by the Executive Director, with the Payback Agreement covering the remaining balance.

## VI. **NOTICES AND INFORMAL RESOLUTION**

### A. *Delinquency Notice*

If the required payment is not received by close of business on the 15<sup>th</sup> day of the month and the account balance exceeds \$40, NPTHA staff will issue a Delinquency Notice, sent by regular mail, informing the residents of:

1. \$10 fee will be added to the amount due to cover the costs of preparation and mailing of the delinquency notice;
2. Their obligation to make required payments on the first of the month;
3. That prompt payment is a requirement for continued occupancy;
4. That if the tenant has had unforeseen, or unusual problems in making the payments, the tenant must contact the NPTHA staff within the time frames set forth below to determine if the circumstances warrant special payment arrangements by way of a Payback Agreement. If the circumstances do not warrant special arrangements,

the rent must be paid in full as below set forth;

5. That if an acceptable Payback Agreement has not been made, or full payment including the \$10 fee above is not received by the close of business on the 25<sup>th</sup> day of the month, a 30 day Notice of Termination will be served upon the tenant.

*B. Notice of Termination*

If an acceptable Payback Agreement has not been made, or full payment received by close of business on the 25<sup>th</sup> day of the month, staff will cause to be personally delivered a Notice of Termination to the tenant or occupier, or to any adult member of the tenant's or occupier's family then residing on the premises, or by posting it on the door and mailing a copy thereof by certified mail, return receipt requested, informing:

1. A \$25 fee will be added to the amount due to cover the costs of preparation and service of the Notice of Termination.
2. A demand Notice requiring within 30 days of service to:
  - \* pay in full; or
  - \* execute and deliver a NPTHA Payback Agreement; or
  - \* vacate the unit; or
  - \* request a hearing with the Board of Commissioners to consider an alternative action to termination;And further, notifying the tenant that upon tenant's failure to so perform, that the NPTHA will seek the tenant's forcible eviction from said premises, together with rents, utilities, charges of the NPTHA, damages caused by tenant's occupancy, and costs and attorney's fees.

*C. Failure to Comply with Notice of Termination*

In the event the tenant fails to comply with the Notice of Termination, the NPTHA will seek the tenant's forcible eviction pursuant to the Nez Perce Tribal Eviction Procedures through the Nez Perce Tribal Court.

**VII. LEAVING WITH A DELINQUENCY**

- A. Residents with terminated Leases that have debt balances (including fees) will be reported to credit reporting agencies and processed through court proceedings if a Payback Agreement with the ex-resident cannot be executed or successfully followed; and
- B. Residents with terminated Leases that have debt balances with any Indian Housing Authority will not receive future housing assistance from any Indian Housing Authority until those debts have been paid in full.

## **VIII. COSTS OF DEBT COLLECTION**

Staff will charge all costs incurred in the collection of debts to the residents through the resident's account.

## **IX. CHARGES TO RESIDENTS (DAMAGE AND REPAIRS)**

- A. Upon vacating the unit, the ex-residents will be responsible for the costs of all necessary repairs to place the unit in same condition as at the beginning of the tenancy, except for ordinary wear and tear.
- B. Upon failure of a homebuyer to fulfill their maintenance obligations, staff will perform the required maintenance and charge the Homebuyer's account accordingly.

## **X. VACANCY WITHOUT NOTICE**

- A. If a resident vacates the unit without notice, the Lease Agreement will be considered void as of the day staff discover the abandonment. The NPTHA will retake possession and immediately inspect the unit to determine if repairs are necessary.
- B. If repairs are necessary, the ex-residents will be responsible for all costs of those repairs. A copy of the charges will be forwarded to the last known address of the ex-resident.
- C. If adequate payment arrangements are not made by the ex-resident, the housing authority will file court action against the ex-resident.

## **XI. AUTOMATIC PAYMENTS/PAYMENTS IN ADVANCE**

The housing authority will accept automatic payments on behalf of residents, and if a tenant is more than 30 days past due and is employed, tenant will, if payroll deduction is available through his/her employer, set up a payroll deduction for payment of the monthly house payment.

## **XII. EVICTIONS FOR OTHER PROGRAM VIOLATIONS**

Other violations of provisions of this policy, or of the Lease, is subject to the same procedure as set forth for non-payment of rent, as set forth above.