

EASTERN SHAWNEE TRIBAL HOUSING AUTHORITY

COLLECTION AND EVICTION POLICY

The policy enacted herein supersedes and rescinds all previous Collection and Eviction Policies and practice statements and is the official Collection and Eviction Policy of the Eastern Shawnee Tribal Housing Authority.

I. Policy Statement:

By adopting these collection policies the Board of Commissioners is directing Housing Authority staff to assure prompt payment from residents. The Housing Authority wants to avoid residents getting so far behind in their payments that they are unable to catch up. The Board recognizes that a disciplined collection policy helps residents retain affordable housing in our community.

Maintaining financial soundness of the Housing Authority is a high priority. Payments must be paid when due, so the Authority may meet its financial obligations.

Residents are expected to take full responsibility for their personal financial situation to the extent of being able to make their required monthly payments in full and on time, every month. In addition, Housing Authority managed units are a Tribal resource so residents are expected to care for their units in such a way that they will remain fully useable by future generations. Residents will be required to pay for repairing damage to units that are beyond normal wear and tear. See the Management and Maintenance Policy for further information on repair costs, charges, and procedures.

II. Required Monthly Payment:

All monthly payments are due and must be paid on or before the first (1st) day of each month. Prompt payment of monthly payments is mandatory for continued occupancy. *Failure to make timely monthly payments will leave the resident in noncompliance with their Mutual Help Occupancy Agreement (MHOA).*

III. Time, Place, and Method for Payment of Required Monthly Payment:

Required monthly payments will be accepted during the Housing Authority's normal business hours at the Authority's office located at 69495 E. 105 Road, Wyandotte, Oklahoma 74370. Payments can be made in the form of money order, personal check, or certified check. If paid by personal check and the check is insufficient, there shall be a \$25.00 charge plus a late fee of \$25.00. If two incidents of an insufficient personal check occur within a six month period, payments will only be accepted in the form of money order or certified check. Payments can be made in person or sent via mail. Payments sent by mail must be received on or before the specified due date.

IV. Payments in Advance:

Payments in advance are welcome. Residents are encouraged to make payments in advance if they will be out of town, have expenses coming that will make it difficult to make payments when due, or just to stay ahead in case of an emergency. Advance payments will be credit to the resident's account and can be used when needed or planned by the resident.

V. **Additional Charges:**

Any additional charges, such as *MEPA loans*, lawn mowing, repairs, etc., will be added on to the next payment due after the charges are incurred by the Housing Authority and are due and must be paid with the next required monthly payment

V. **Non-Compliance of MHOA due to Late Required Monthly Payments:**

As promptly as possible after a noncompliance comes to the attention of the Housing Authority, the Housing Authority will attempt to contact the Resident in order to execute a plan of action to bring the Resident into compliance with their MHOA. A plan of action shall be agreed upon that will specify how the Resident will come into compliance. This plan shall be in writing and signed by both parties before it is valid.

In the event of refusal by the Resident to agree to such a plan or failure by the Resident to comply with the plan, the Housing Authority shall issue a notice of termination of the MHOA and proceed with eviction.

The Resident may request to meet with the Housing Authority Board of Commissioners to appeal the decision made by the Executive Director. The Board of Commissioners has the option to determine that extenuating circumstances are present and allow the resident another *plan of action* at that time. Options may vary based upon individual resident circumstances and will be determined on a case-by-case basis.

VII. **Payment of Required Monthly Payment during Appeal:**

All payments must be paid in a timely manner, even during an appeal. If the payments need to be refunded later, they can be. During their residency, it is at no time possible for a resident to stop making payments to the Housing Authority.

VIII. **Collections Procedures, Notices, Options, and Hearing:**

A. Required monthly payments are due on or before the first (1st) day of the month. Any additional charges are also due at this time unless a prior plan of action has been executed.

B. *On the fifteenth (15th) day of the month, a late fee of twenty-five dollars (\$25.00) will be added to the resident's account. A letter will also be sent advising the resident of their noncompliance status and requesting that they execute a plan of action to bring them into compliance. If a plan of action is not executed, a Final Notice to Quit will be sent.*

C. Upon expiration of the Final Notice to Quit, the Housing Authority will initiate collection and eviction procedures through Small Claims Court.

IX. Costs of Debt Collection:

Debt collection is very time consuming and costly. It is in the best interest of the resident to contact the Housing Authority to make payment and/or repayment arrangements. The Housing Authority will work with the residents as long as the residents continue to work with the Housing Authority. If the Housing Authority must take legal action to demand payment, the resident will be responsible for all expenses incurred. These expenses include, but are not limited to, postage, filing fees, and legal service fees.

X. Charges to Residents for Damage and Repairs:

Residents will be charged for any damage to the units that are not incurred by normal wear and tear. The Housing Authority expects accidents and/or defects from time to time, but it is the residents' responsibility to make sure that their unit is not neglected. See the Management and Maintenance Policy for specific responsibilities of the resident(s) and the Housing Authority.

XI. Vacancy without Notice:

Each resident is responsible for giving the Housing Authority no less than thirty (30) days written notice of their intent to vacate a unit. If at least thirty (30) days notice is not given to the Housing Authority, the resident will be charged their regular required monthly payment amount for the next thirty (30) days whether the unit is vacant or not. The Housing Authority must know of any vacancies in advance because there are many other families on the waiting list that would like to have a unit as soon as possible. If the Housing Authority does not know about an upcoming vacancy, then they cannot prepare and give notice to the next family that a unit will be available.

XII. Leaving with a Delinquency:

If a resident abandons the housing unit with a delinquency, the resident will be responsible for payment of the delinquency, plus any additional costs incurred by the Housing Authority while trying to collect on the delinquency. In addition, the resident will be reported to the US Department of Housing and Urban Development (HUD) if the delinquency is not paid in full. HUD maintains a list of residents that have left public and Indian housing with delinquencies and these individuals are determined to be ineligible for future public or Indian housing until all delinquencies have been paid in full. Any resident that has been identified as one who is delinquent at another housing agency will be immediately evicted unless the delinquency is paid in full or are doing so at that time.