



# **EASTERN SHAWNEE TRIBAL HOUSING AUTHORITY**

## **COLLECTION AND EVICTION POLICY**

**Adopted: February 20, 2007**

**Amended: September 18, 2012**

**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.**

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## Collection and Eviction Policy

### A. 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.

### B. Tribal Ordinance

This eviction policy is adopted in accordance with Tribal Housing Ordinance No. 050997-0-0, Article V, Section 3, § 1.

“To terminate any lease or rental agreement or lease-purchase agreement when the tenant or Home buyer has violated the terms of such agreement, or failed to meet any of its obligations thereunder, or when such termination is otherwise authorized under the provisions of such agreement; and to bring action for eviction against such tenant or Home buyer.”

### C. Required Monthly Payment:

All monthly payments are due and must be paid on or before the first (1<sup>st</sup>) 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 housing contract.***

### D. 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.

**E. 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.

**F. 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

**G. Plan of Action:**

1. If payments are not made as required, a Plan of Action may be executed by the Executive Director, or his/her designee, with the resident after financial counseling and after the staff has determined that the resident is still capable of and committed to fulfilling all obligations of their Lease.
2. To be allowed to maintain occupancy, each Homebuyer and Tenant with debt balances is required to set up a Plan of Action acceptable to the Executive Director, or his/her designee.
3. Failure to make payments as agreed in the Plan of Action will result in automatic termination of the Lease and forfeiture of a subsequent Plan of Action.
4. When a Plan of Action is executed, the resident will be required to pay at least 25% of the balance due, at the discretion of the Executive Director, with the Plan of Action covering the remaining balance. The payment will only be accepted in the form of cashier's check, or money order.
5. 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.

## **H. Non-Compliance of Contract due to Late Required Monthly Payments:**

### **1. Delinquency Notice**

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 delinquency notice will also be sent, by regular mail, advising the resident of the following:

- a. A late fee of twenty-five dollars (\$25.00) has been added to the residents account;
- b. The residents obligation to make required payments on the first of the month;
- c. That prompt payment is a requirement for continued occupancy;
- d. The name and contact information of the ESTHA staff member to be contacted in order to arrange a meeting, such as that described in item 5;
- e. That if the tenant has had unforeseen, or unusual problems in making the payments, the tenant must meet with the ESTHA within 10 calendar days to determine if the circumstances warrant special payment arrangements through a Plan of Action. If the circumstances do not warrant special arrangements, the delinquent amount must be paid in full.
- f. That if an acceptable Plan of Action has not been made, or full payment including the fee of twenty-five dollars (\$25.00) above is not received by the close of business on the 25th day of the month, a 30 day Notice of Termination will be served upon the tenant.

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 contract and proceed with eviction.

### **2. Notice of Termination**

If an acceptable Plan of Action has not been made or full payment received by close of business on the 25th 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 the following:

- a. A \$25 fee will be added to the amount due to cover the costs of preparation and service of the Notice of Termination.
- b. A demand Notice to Pay in full, to the Executive Director, within 30 days of service or to vacate the unit, notifying the tenant that

upon tenant's failure to so perform, that the ESTHA will seek the tenant's forcible eviction from said premises, together with rents, utilities, charges of the ESTHA, damages caused by tenant's occupancy, and costs and attorney's fees.

### **3. Failure to Comply with Notice of Termination**

Upon expiration of the Notice of Termination, or in the event the tenant fails to comply with the Notice of Termination, the ESTHA will seek the tenant's forcible eviction pursuant to the ESTHA eviction policy by way of initiating collection and eviction procedures through Small Claims Court.

#### **I. Eviction Appeal:**

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.

#### **J. 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 acceptable for a resident to stop making payments to the Housing Authority.

#### **K. 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.

#### **L. 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.

**M. 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.

**N. 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.