

Housing Authority of the Sac and Fox Nation



Collection and Evictions Policy

Approved by the Board of Commissioners of the Housing Authority of the Sac and Fox Nation on: August 5, 2019, by Resolution #2019-48. Revised on July 18, 2022, by Resolution 2022-30.

HOU 001.00

POLICY STATEMENT

The Board of Commissioners of the Housing Authority of the Sac and Fox Nation (HASFN) recognizes that it is necessary to adopt and implement collection and eviction policies and procedures in order to operate as a property management business. The Board of Commissioners recognizes that the HASFN relies on the income generated from rent and homebuyer payments and other payments to maintain the property owned and managed by the HASFN and to fund the operations of the HASFN.

The purpose of this policy is to inform the residents and homebuyers of established guidelines for the collection of payments of rent, house payments, housing services, and work orders and other charges. The objectives of this policy are to collect the amounts owed to the HASFN to ensure the continuation of adequate housing services while providing for safety and well-being of residents along with promoting fairness through a due process and to provide procedures for eviction of residents who fail to pay amounts owed to the HASFN or who fail to comply with applicable law, HASFN policies, or any agreements by and between the resident and the HASFN. This policy is also intended as a means for HASFN to enforce other requirements residents are expected to comply with such as Admissions and Occupancy policies, rental and homebuyer agreements, payment agreements, homebuyer maintenance responsibilities, utility payments, corrective plans, etc.

For the purposes of this policy, rental and homeownership occupants and other families receiving HASFN services will be referred to as “residents”. This policy shall apply to residents who have entered into a lease, homeownership agreement, occupant agreement, payment agreement, repayment agreement, contract; or any other type of agreement with the HASFN. In this policy, days will refer to calendar days except noted otherwise.

This policy replaces and supersedes any and all prior policies of the HASFN on the subject of collections and evictions. This policy is effective as of the date of adoption.

I. PAYMENTS

1) Due Date

- a) Rent and homebuyer payments are due on or before the first day of each calendar month.
- b) If rent or home buyer payments are not paid in full by the 10th day of the calendar month in which they are due, or if the account has any unpaid balance at the end of any month, a late fee of twenty (\$20) shall be assessed.
- c) If a renter or homebuyer has entered into a Payment Agreement, late fees shall not accrue on the amount included in the payment plan.

2) Where and How to Make Payments

- a) Rent and homebuyer payments may be made at the HASFN administrative office or night drop box located at 201 N. Harrison, Shawnee, Oklahoma or sent by mail to the HASFN, P.O. Box 1252, Shawnee, Oklahoma 74802.
- b) Payments shall be made by cashier's checks, money orders or personal checks. Cash is not accepted by the HASFN. If a personal check from a person's bank account other than the resident is used to pay the rent, homebuyer payment, or other payment for the resident, the name of resident for whom the payment is being made shall be written in the memo line of the check.
- c) Payment can be made by credit/debit card presented to the HASFN office located at 201 N. Harrison, Shawnee, Oklahoma or by calling the HASFN office, between the hours of 8:00am to 5:00pm ~~4:30pm~~, Monday through Friday, provided that the HASFN maintains an electronic system for processing of credit/debit cards payments.
- d) The amount of monthly rent or homebuyer payments is set forth in each resident's lease, homebuyer agreement, or other agreement, as may be modified from time to time by periodic recertification.
- e) Resident payments will be applied first to any previous unpaid balances. If the resident has no past due amounts, the balance of the excess will be entered into the resident's account as a credit for use against the next month's charges.

3) Partial Payments

- a) When a resident presents credible evidence that clearly shows an inability to make full payment for the current month, the HASFN may accept partial payment upon approval of the Housing Manager. A note will be documented in Housing Data Software of approval by the Housing Manager. An email will be sent to finance manager of the approval from the Housing Manager. However, if the resident does not pay all current month, the resident's account will be considered delinquent.

4) Zero Income

- a) **Rental:** Participant must have household income sufficient to meet any and all financial obligations of the program at all times. If the Participant experiences a verified loss of income that would cause the Participant's monthly rent payment

to fall below \$25.00, the rent may decrease per month for a period of sixty (60) ~~ninety (90)~~ days. Upon loss of employment, the participant is required to immediately complete a no income affidavit form. During this 60 day period, the Participant may be required to attend monthly meetings with HASFN staff in order to review the Participant's income status and his/her efforts to increase household income. If the Participant is unable to increase his/her income during this period, participation in the program may ~~shall~~ be terminated thirty (30) days from the expiration of the 60 day period.

- b) Homebuyer:** Participants must have income sufficient to meet any and all financial obligations of the program at all times, and cannot incur a material loss of earned or unearned income for a period of more than sixty (60) consecutive days. Upon loss of employment, the participant is required to immediately complete a no income affidavit form. During this 60-day period, the Participant will be required to attend monthly meetings with HASFN staff in order to review the Participant's income status and his/her efforts to increase household income. If the Participant is unable to increase his/her income during this period, participation in the program may ~~shall~~ be terminated thirty (30) days from the expiration of the 60 day period. **For the purpose of this section, "material" means that the loss of income is significant enough to cause the Participant's base monthly rent to equal less than \$125.00 per month.**

II. COLLECTIONS

1) Timetable for Notices Applicable to Rental and Homeownership Programs

- a) **First Notice:** When a Resident becomes delinquent with a payment, a first notice of delinquency shall be sent on the tenth (10) day of the following month, for any unpaid balances. The HASFN shall send a First Notice of Delinquency by regular mail. This notice will contain the following:
- i. The date of notice;
 - ii. The date the payment and other charges were due;
 - iii. Statement of how much is owed and with a specified due date to the HASFN;
- b) **Second Notice;** If no payments are made by the last day of the month stated in the first notice of delinquency, the HASFN shall deliver the Second Notice of Delinquency by regular mail. The notice will contain the following:
- i. The date of the notice;
 - ii. The date the payment and other charges were due;
 - iii. A statement of how much is owed to the HASFN;
 - iv. A statement that a Mandatory Coaching will be required with the identified HASFN Staff;
 - v. A corrective action plan will be developed during the coaching;
- c) **Final Notice;** If the Resident breaches the corrective action plan, the HASFN shall deliver the Final Notice of Delinquency by certified and regular mail. The notice will contain the following:

- i. The date of the notice;
 - ii. A statement that a Mandatory Coaching will be required with the Housing Manager;
 - iii. A plan of action will be created;
 - iv. A copy of the HASFN Grievance Policy will be given to the Resident;
- d) **Notice of Termination of Lease For Rental Program:** If the Resident breaches the final notice and/or the plan of action is breached, a fourteen day (14) Notice of Termination of Lease will be sent out by regular and certified mail. The notice will contain the following:
 - i. The reason for termination.
 - ii. A fourteen (14) day period from the date of mailing of the Notice during which the resident will be allowed to respond to the HASFN, in writing or in person, to the Executive Director regarding the reason for termination.
 - iii. A copy of the HASFN Grievance Policy will be given to the Resident.
 - iv. A statement notifying the resident that he/she is permitted to be represented or accompanied by a person of his/her choice at a Grievance Hearing.
 - v. If within the fourteen (14) days after the date of mailing of the Notice of Termination of Lease, the Resident presents assurance or evidence satisfactory to the HASFN Executive Director then the Notice of Termination of Lease may be rescinded or extended on a case by case basis to be determined by the HASFN's Executive Director in the Executive Director's sole discretion. Unless, notice is rescinded or extended, the Lease Agreement shall terminate on the fourteenth (14th) day after the date of mailing of the Notice of Termination of Lease.
 - vi. If the resident does not respond within the fourteen (day) period, the HASFN will proceed with proper legal actions necessary for collection and/or eviction. The HASFN's designated attorney will file action against the resident in the Sac and Fox Nation Tribal Court.
 - vii. The resident of the rental unit shall be responsible for all rental payments, utility payments and any other charges associated with occupying the rental unit until the resident vacates the unit. Rental charges will be prorated on a daily basis.
- e) **Notice of Termination of Lease For Homebuyer Program:** If the Resident breaches the final notice and/or the plan of action is breached, a thirty (30) day Notice of Termination of the Lease will be sent out by regular and certified mail. The notice will contain the following:
 - i. The reason for termination.
 - ii. A thirty (30) day period from the date of mailing of the Notice of Termination during which the resident will be allowed to respond to the HASFN, in writing or in person, to the Executive Director regarding the reason for termination.
 - iii. A copy of the HASFN Grievance Policy.
 - iv. A statement notifying the resident that he/she is permitted to be represented or accompanied by a person of his/her choice at a Grievance Hearing.

- v. If within the thirty (30) days after the date of mailing of the Notice of Termination, the resident presents assurance or evidence satisfactory to the HASFN, the Notice of Termination may be rescinded or extended on a case by case basis to be determined by the HASFN's Executive Director in the Executive Director's sole discretion. Unless notice is rescinded or extended, the Lease Agreement shall terminate on the thirtieth (30) day after the date of mailing of the Notice.
- vi. If the resident does not respond within the thirty (30) day period, the HASFN will proceed with proper legal actions necessary for collection and/or eviction. The HASFN's designated attorney will file action against the resident in the Sac and Fox Nation Tribal Court.
- vii. The resident of the homebuyer program shall be responsible for all monthly rental payments, utility payments and any other charges associated with occupying the home until the resident vacates the unit. Rental charges will be prorated on a daily basis.

III. PROVISIONS TO DELINQUENCY PAYMENTS

- 1) Residents shall not be permitted to enter into more than one payment agreement within one (1) twelve (12) month period. In the event a resident is both delinquent and non-compliant, both a payment agreement and corrective action plan must be negotiated.
- 2) A delinquent resident participating in the HASFN Mutual Help Homeownership Program (1937 Act Units) may apply for the use of the Monthly Equity Payment Account (MEPA). If there is a sufficient amount in the respective MEPA account. Use of MEPA funds for such purpose must be requested and approved by the Board of Commissioners. Application for MEPA use shall be limited to a one time only use and shall be limited to an amount not to exceed five hundred dollars (\$500) to pay for delinquent amounts owed.
- 3) When action is filed in court against a resident in either the rental program or homeownership program, the request for relief shall include at minimum the following:
 - a) When the resident is delinquent, monetary relief in the amount due and owing to the HASFN.
 - b) Legal expenses and filing fees
 - c) Cost of repairs to the unit
 - d) Immediate possession of the property by the HASFN.
- 4) When action is filed in court against a resident in either the rental program or homeownership program, the request for relief may include the following:
 - a) Lost income for the time the unit is unoccupied beyond the date of termination.
 - b) When the resident is non-compliant, injunctive relief to bring the resident into compliance.
- 5) When residents vacate a HASFN unit, a statement of any balance due will be promptly sent to the vacated resident after the unit has been vacated and inspected by the HASFN. If the amount is not paid in full or arrangements have not been made within thirty (30) of the date of the statement, the account will be turned over the HASFN's designated legal counsel for collection action.

IV. EVICTIONS FOR NON-COMPLIANCE FOR RESIDENTS OF RENTAL AND HOMEBUYER PROGRAMS

- 1) First Notice of Non-Compliance; The HASFN shall send a notice stating the household is not in compliance with a specific provision of the Policy, describing the satisfactory means of resolving the violation and providing that such violation must be cured within thirty (30) calendar days of the date of the notice.
- 2) Final Notice; If the Resident does not cure the violation within the timeframe specified in the First Notice. The HASFN shall issue a Final Notice of Non-Compliance by certified and regular mail. The notice will contain the following.
 - a) The date of the notice;
 - b) A statement that a Mandatory Coaching will be required with the Housing Manager;
 - c) A plan of action will be created;
 - d) A copy of the HASFN Grievance Policy will be given to the Resident;
- 3) Notice of Termination of Lease For Rental and Homebuyer Program: If the Resident breaches the final notice and or the plan of action is breached, a thirty day (30) Notice of Termination of Lease will be sent out by regular and certified mail. The notice will contain the following:
 - a) The reason for termination.
 - b) A thirty (30) day period from the date of mailing of the Notice during which the resident will be allowed to respond to the HASFN, in writing or in person, to the Executive Director regarding the reason for termination.
 - c) A copy of the HASFN Grievance Policy will be given to the Resident.
 - d) A statement notifying the resident that he/she is permitted to be represented or accompanied by a person of his/her choice at a Grievance Hearing.
 - e) If within the thirty (30) days after the date of mailing of the Notice of Termination, the resident presents assurance or evidence satisfactory to the HASFN the Notice of Termination may be rescinded or extended on a case by case basis to be determined by the HASFN's Executive Director in the Executive Director's sole discretion. Unless, notice is rescinded or extended, the Lease Agreement shall terminate on the thirty (30) day after the date of mailing of the Notice.
 - f) If the resident does not respond within the thirty (30) period, the HASFN will proceed with proper legal actions necessary for collection and/or eviction. The HASFN's designated attorney will file action against the resident in the Sac and Fox Nation Tribal Court.
 - g) The resident of the rental or homebuyer unit shall be responsible for all rental payments, utility payments and any other charges associated with occupying the rental or homebuyer unit until the resident vacates the unit. Rental charges will be prorated on a daily basis.

Resident (s) whose conduct presents an imminent threat to the health, safety and/or welfare of the community including but not limited to Drug-related Criminal Activity shall not be entitled to the due process standards set forth in policies and procedures.

VI. COURT ACTION

- 1) After the complaint is filed and summons is served, the defendant (delinquent resident), in sole discretion of the HASFN, may arrange for settlement of the claim. The plaintiff, HASFN, will inform the court that a settlement has been reached if agreement has been made to resolve the outstanding amount and all delinquent amounts have been paid in full by residents to the HASFN within thirty (30) days of the date of the settlement agreement. The HASFN will include in the settlement agreement any and all amounts included HASFN's request for relief in the complaint. The settlement agreement shall include language that in the event the defendant's breach the agreement, the case shall be refiled for eviction. Only one settlement agreement shall be allowed in the discretion of the HASFN per resident during the lifetime of the resident's tenancy in a HASFN unit. Settlement agreements are subject to approval by the Board of Commissioners. However, the Board of Commissioners may delegate settlement authority to the Executive Director in writing.
- 2) The HASFN shall reserve the right to seek resolution of the case and settlement prior to the court hearing and final ruling.
- 3) Once the Court issues an order of eviction, a copy shall be hand-delivered (if possible) to the resident by the appropriate law enforcement officials. If hand delivery to the resident is not possible, the order shall be posted upon an entry door to the HASFN unit occupied by the resident. The order shall specify the date for the resident to be evicted. The HASFN shall monitor the unit and arrange to secure the unit (changing locks, boarding up the windows or doors, etc.) on the date of the eviction set forth in the order. The delinquent account shall remain on the HASFN's records until the account is paid in full or until the HASFN Board of Commissioners authorizes removal of the account from the HASFN financial books. The HASFN reserves the right to pursue any lawful action necessary to collect judgment.
- 4) If a resident refuses to vacate a unit by the specified date in the Court Order, the HASFN will seek appropriate relief from the Court including but not limited to, writ of assistance to direct law enforcement to assist with eviction of the resident and removal of the resident's possessions from the HASFN property. The HASFN employees or members of the governing body shall never attempt to forcibly evict a resident.
- 5) If a resident moves out after notification of termination and makes no attempt to settle the outstanding amount, the HASFN shall consider the unit abandoned, despite any abandonment provisions described by other policies of the HASFN, and refer the case to its designed legal counsel for filing in the Sac and Fox Tribal Court for collections. The HASFN shall make every attempt to collect and shall continue to do so after issuance of the Court Order for payment.
- 6) If a resident fails to make payments due to the HASFN pursuant to any payment agreement or court order, the HASFN may report the resident's delinquencies to accredited credit bureaus.
- 7) It is the responsibility of the evicted resident to remove all personal property from the unit within seven (7) days of the date of eviction. Upon the date of eviction, personal property may be removed only under the supervision of a designated HASFN employee or a law enforcement officer, depending upon the circumstances of the eviction and the Court Order

for eviction. If the resident fails to remove all personal property from the unit within seven (7) days of the date of eviction by reasonable attempts by the HASFN, the HASFN shall remove and claim the personal items as HASFN property. Any disposal of the property shall be subject to the HASFN Excess Property Disposal Policy and Procedures.

VII. RETURNED CHECK PROCEDURE

- 1) Any payments received from a homebuyer or renter in the form of a personal check is returned to the HASFN due to insufficient funds, the HASFN shall notify the homebuyer/renter of the returned check. The homebuyer/renter shall have seven (7) business days to pay for the amount of the check and a **\$35.00 service fee**. Said payment of the returned check shall be made by Cashier's Check or Money Order.
- 2) If a personal check is returned for insufficient funds, the HASFN will not accept payment by personal checks from the resident for a twelve (12) month period following the date the HASFN received notice of the insufficiency of funds. All future payments returned for insufficiency will result in the termination of acceptance of checks for payments; and thereafter, all payments will be required to be made by Cashier's Check or Money Orders.
- 3) If a personal check is returned due to a "Stop Payment," or "Account Closed," such check shall be considered a breach of the homebuyer or rental agreement by the homebuyer/renter and the HASFN; may at its discretion, choose to terminate the homebuyer or rental agreement and seek immediate eviction of the homebuyer/renter.
- 4) Returned checks transferred to District Attorney: Any check that is returned to the HASFN for insufficient funds and is not picked up by the homebuyer or renter within the time prescribed, and any check that is returned due to "Stop Payment" or "Account Closed" shall be presented to the District Attorney in the appropriate jurisdiction for collection and/or prosecution.
- 5) Fraudulent items: If a homebuyer or renter uses any fraudulent means of tendering a payment to the HASFN, such fraudulent act shall be considered a breach of the Homebuyer or Rental Agreement by the homebuyer/renter and HASFN at its discretion may terminate the Agreement and seek immediate eviction of the homebuyer/renter.

VIII. IMMEDIATE TERMINATION OF HOMEBUYER AND/OR RENTAL AGREEMENT

- 1) Upon notification of any credible evidence that any illegal and/or drug activity has taken place at a homebuyer's or renter's residence, and/or upon any plea of guilty, nolo contendere "no contest" or any other plea which could lead to conviction or any conviction for drug related criminal activity, violent felony, sex offense or other felony convictions of any homebuyer, renter, and/or occupant, shall be grounds for immediate termination of the homebuyer and/or rental agreement and eviction proceedings will commence immediately.