

COEUR D'ALENE TRIBAL HOUSING AUTHORITY

Collection & Eviction Policy

PURPOSE	3
I. TRIBAL CODE	3
II. DISTRIBUTION	3
III. DUE DATES FOR MONTHLY PAYMENTS OR OTHER CHARGES	3
IV. PAYBACK AGREEMENTS	4
V. VOLUNTARY GARNISHMENT OF PER CAPITA	4
VI. NOTICES AND INFORMAL RESOLUTION	5
A. <i>Delinquency Notice</i>	5
B. <i>Notice of Termination</i>	5
C. <i>Failure to Comply with Notice of Termination</i>	6
VII. LEAVING WITH A DELINQUENCY	6
VIII. COSTS OF DEBT COLLECTION	6
IX. CHARGES TO RESIDENTS (DAMAGE AND REPAIRS)	6
X. VACANCY WITHOUT NOTICE	6
XI. AUTOMATIC PAYMENTS/PAYMENTS IN ADVANCE	6
XII. NOTICE NOT REQUIRED	7
XIII. OPPORTUNITY FOR HEARING	7
XIV. ADMINISTRATIVE REMEDIES	7

PURPOSE

Living in Coeur d'Alene Tribal 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 CDTHA 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 CDTHA 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 Coeur d'Alene Reservation. The CDTHA'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.

I. TRIBAL CODE

This eviction policy is adopted in accordance with the Coeur d'Alene Tribal Code, Chapter 47, 8.01, states

"The Tribal Government hereby declares that the powers of the Tribal Government, including the powers of the Coeur d'Alene Tribal Court and the Coeur d'Alene Tribal Police under the direction of the Tribal Court, shall be vigorously utilized to enforce eviction of a tenant or homebuyer for nonpayment or other contract leasehold mortgage violations."

II. DISTRIBUTION

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

III. 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 CDTHA.
- 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. Default of any portion of the plan will be treated in the same manner as nonpayment of charges for a non-seasonal worker.
- D. Residents are responsible for notifying staff prior to the **20th** 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 or his/her designee to make payment arrangements.
- E. All delinquencies are reported to the Credit Bureau.
- F. The CDTHA will comply with any request from a tenant or homebuyer to notify the Credit Bureau of a good payment history.

IV. **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 the staff 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.
- C. Failure to make payments as agreed in the Payback Agreement will result in automatic termination of the Lease and forfeiture of a subsequent Payback Agreement.
- D. When a Payback Agreement 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 Payback Agreement covering the remaining balance.

V. **VOLUNTARY GARNISHMENT OF PER CAPITA**

- A. In those cases where enrolled Coeur d'Alene tribal members are CDTHA tenant(s) who wish to voluntarily pledge future per capita payments to pay delinquent amounts owed to the CDTHA, then any repayment agreement between the CDTHA and the tenant involving voluntary garnishment of any per capita payments made by the tribe to the tenant(s) is authorized by the Tribal Council.
- B. The CDTHA Executive Director will cause to be prepared the legal documents required to execute a contract with the debtor for voluntary garnishment for which cancellation can only be made by the CDTHA.
- C. Voluntary garnishment usage provides an opportunity to the tenant or the

homebuyer to bring his/her account current. A subsequent delinquency will be treated in the same manner as any other delinquency, except for a payback agreement.

VI. NOTICES AND INFORMAL RESOLUTION

A. *Delinquency Notice*

If the required payment is not received by close of business on the 10th day of the month, CDTHA staff will issue a Delinquency Notice, sent by regular mail, informing the residents of the following:

1. A \$15 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. The name of the CDTHA staff to be contacted for arranging for a meeting, such as that described in item 5.
5. That if the tenant has had unforeseen, or unusual problems in making the payments, the tenant must meet with the CDTHA within 10 calendar days to determine if the circumstances warrant special payment arrangements through a Payback Agreement or a Voluntary Assignment of Per Capita. If the circumstances do not warrant special arrangements, the delinquent amount must be paid in full.
5. That if an acceptable Payback Agreement or Voluntary Assignment of Per Capita has not been made, or full payment including the \$15 fee above is not received by the close of business on the 20th 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 20th 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:

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 to Pay in full, or execute and deliver a Voluntary Assignment of Per Capita *acceptable 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 CDTHA will seek the tenant's forcible eviction from said premises, together with rents, utilities, charges

of the CDTHA, 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 CDTHA will seek the tenant's forcible eviction pursuant to the Coeur d'Alene Tribal Eviction Procedures through the Coeur d'Alene 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.
- C. Residents with terminated Leases that have debt balances are not permitted to reside with any tenant or homebuyer leasing a CDTHA house.

VIII. COSTS OF DEBT COLLECTION

All costs incurred in the collection of debts will be charged to the resident 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 and the premises 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 code upgrade for the unit and the premises and charge the Homebuyer's account accordingly.

X. VACANCY WITHOUT NOTICE

- A. The day staff discovers the abandonment the CDTHA 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 CDTHA will file court action against the ex-resident.

XI. AUTOMATIC PAYMENTS/PAYMENTS IN ADVANCE

The CDTHA 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. Delinquent automatic payments will be subject to late fees as would any other delinquent payment.

XII. NOTICE NOT REQUIRED

In the following circumstances, the CDTHA Executive Director may implement immediate eviction proceedings under Coeur d'Alene Tribal Code, Chapter 34, Eviction Procedures, without any notice required:

- A. There is clear and evident danger to the surrounding community.
- B. There is a life-threatening situation to the surrounding community.
- C. The breach is related to drug activity as outlined in CDTHA tenant agreements and CDTHA drug policy.

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.

XIII. OPPORTUNITY FOR HEARING

- A. The opportunity to be heard by the Tribal Court shall be afforded to all tenants/homebuyers involved in eviction matters.
- B. The Hearing Policy does not apply to the any grievance concerning a termination of tenancy or eviction that involves any of the following:
 - 1. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the CDTHA housing development by other residents or employees of the CDTHA, or
 - 2. Any drug-related (including alcohol-related) criminal activity on or near the premises.
 - 3. Any nonpayment of charges.
 - 4. Statutory or regulatory requirements.

XIV. ADMINISTRATIVE REMEDIES

- A. In order to exhaust all reasonable alternatives prior to exercising eviction, the Executive Director is authorized to develop administrative remedies for

extraordinary circumstances which may provide temporary forbearance. Such measures may include, but not be limited, to the following:

1. Protective Payee arrangements;
 2. Debt management plan;
 3. Assignment of trust income.
- B. The Executive Director will cause to be prepared procedures that are uniform and fair in their application.