



Chehalis Tribal **HOUSING AUTHORITY**

COLLECTION & COMPLIANCE POLICY

Updated January 24, 2023 by Resolution: 2023-2-3

Policy Statement

The Board of Commissioners of the Chehalis Tribal Housing Authority recognize that it is necessary to adopt and implement collection and compliance policies and procedures in order to operate as a property management business. The governing body realizes that the Chehalis Tribal Housing Authority relies on the income generated from rent and homebuyer payments to maintain the property owned and managed by the Chehalis Tribal Housing Authority.

The purpose of this policy is to inform the tenants and homebuyers of established guidelines for the collection of rent, house payments, housing services, and payment of work orders along with other charges. The objective of this policy is to collect the amounts owed to the Chehalis Tribal Housing Authority to ensure the continuation of adequate housing services while providing for the safety and well being of tenants along with promoting fairness through due process. This policy is also intended as a means for the Chehalis Tribal Housing Authority to enforce other requirements tenants are expected to comply with such as Rules of Occupancy, homebuyer maintenance responsibilities, utility payments, etc.

For the purposes of this policy, rental and homeownership occupants and other families receiving services will be referred to as 'tenant or tenants'. This policy shall apply to tenants who have entered into a lease; homeownership agreement; contract; or any other type of agreement with the Chehalis Tribal Housing Authority.

1. PAYMENTS

- A. Due Date:** Rent and homebuyer payments are due on or before the first day of each month.
- B. Payment Incentive:** CTHA has implemented a Rent and homebuyer payment incentive to encourage timely payments. All accounts that have received payment in full on or before the first day of each month for eleven (11) consecutive months shall be awarded a credit amount on their payment obligation for the 12th month of the year in question.
- C. Where and How to Make Payments**
 - (1) Rent and homebuyer payments may be made at the Chehalis Tribal Housing Authority administrative offices located at 10 Petoie Lane Oakville WA 98568 or sent by mail to the PO Box 314 Oakville WA 98568. Cash should not be sent by mail.
 - (2) Payments may be made by cash, money orders, personal checks, or credit/debit cards.

- (3) Tenants shall be strongly encouraged to participate in employer payroll deduction programs so that rent and homebuyer payments are automatically paid each month.
- (4) If possible, tenants shall also be encouraged to participate in direct deposit banking programs for the automatic payment of rent and homebuyer payments.
- (5) The amount of monthly rent or homebuyer payments is defined in the Chehalis Tribal Housing Authority Eligibility, Admissions, and Occupancy Policy.

D. Partial Payments: When a tenant presents credible evidence that clearly shows an inability to make full payment, the Chehalis Tribal Housing Authority may accept partial payment although the partial payment shall be no less than the monthly utility amount to ensure that, among other things, garbage disposal may be continued.

Partial payments shall not be accepted more than twice within a 60-day period. Repayment agreements shall not be allowed more than twice within a 6-month period.

2. COLLECTIONS

A. Timetable for Notices Applicable to Rental and Homeownership Programs

- (1) **First Notice:** If rents or homebuyer payments are not paid by the 15th day of each month or if the tenant is found not to be in compliance with any other provisions of their Dwelling Lease or Homebuyer Agreement, the Chehalis Tribal Housing Authority shall send a Notice of Delinquency Non-Compliance by regular mail. By mailing postage prepaid, there shall be an irrefutable presumption that the Notice was received by the tenant. This notice will contain the following:
 - (a) The date of the notice.
 - (b) The date the rent or homebuyer payment and other charges were due.

- (c) Statement of how much is owed the Chehalis Tribal Housing Authority.
 - (d) Statement of a \$35.00 late payment charge if no payment was received the 15th day of the month.
 - (e) Tenants that do not have Direct Deposit or Payroll deducted payments shall receive a discount for payments that are received prior to the 1st day of the month in the amount of \$35.00
 - (f) If the Notice is being sent for non-compliance issues other than non-payment, the Notice shall describe why the tenant isn't in compliance with their Dwelling Lease or Homebuyer Agreement. These reasons may include, but are not limited to, violating the Rules of Occupancy, not complying with the recertification or income verification requirements, conducting criminal activity, etc.
- (2) **Final Notice:** If rents or homebuyer payments are not paid by the 20th day of each month, or if the tenant is found not to be in compliance with any other provisions of their Dwelling Lease or Homebuyer Agreement, the Chehalis Tribal Housing Authority shall send a Final Notice of Delinquency by certified mail and regular mail. There shall be an irrefutable presumption that the Notice was received by the tenant. This notice will contain the following:
- (a) The date of the notice.
 - (b) The date the rent or homebuyer payment and other charges were due.
 - (c) Statement of how much is owed the Chehalis Tribal Housing Authority.
 - (d) Statement of who to contact for financial counseling assistance.
 - (e) Statement inviting and encouraging tenants to negotiate Payment Agreements for delinquent amounts.
 - (f) If the Final Notice is being sent for non-compliance issues other than non-payment, the Notice shall describe why the

tenant isn't in compliance with their Dwelling Lease or Homebuyer Agreement.

- (3) In the Chehalis Tribal Housing Authority **rental programs**, if rents are not paid by the 14th day after mailing of the Notice or if the tenant has not complied with any other requirements described in their Dwelling Lease, the Chehalis Tribal Housing Authority shall send the tenant a 10-day Notice of Termination by certified or registered mail and standard mail or personal service. This notice shall contain the following:
 - (a) The reason for termination.
 - (b) A 10-day period during which the tenant will be allowed to respond to the Chehalis Tribal Housing Authority, in writing or in person, regarding the reason for termination. If no response is received during the 10 days, then the right to respond will be deemed waived.
 - (c) Allow the tenant to be represented or accompanied by a person of his/her choice.
 - (d) If within 10-days after the Chehalis Tribal Housing Authority gives Notice of Termination, the tenant presents assurances or evidence satisfactory to the Chehalis Tribal Housing Authority, the Notice of Termination may be rescinded or extended on a case-by-case basis to be determined in its sole discretion by the Chehalis Tribal Housing Authority Housing Executive Director. Unless there is such a rescission or extension, the lease term and agreement will terminate on the 14th day after mailing or service of the notice.
- (4) If the tenant does not respond within the 14-day period, the Chehalis Tribal Housing Authority will proceed with the proper legal actions necessary for eviction. The Chehalis Tribal Housing Authority's designated attorney will file for a judgment against the tenant with the Chehalis Tribal Court.
- (5) In the Chehalis Tribal Housing Authority **homeownership programs**, if homebuyer payments are not paid by the last day of the month or if the tenant has not complied with any other requirements described in their homebuyer agreement, the Chehalis Tribal Housing Authority shall send the homebuyer a 30-day Notice of Termination of the homebuyer's agreement by certified or registered mail and regular mail. Notice shall be deemed given when mailed. This notice shall contain the following:

- (a) The reason for termination.
 - (b) A 30-day period during which the homebuyer will be allowed to respond to the Chehalis Tribal Housing Authority, in writing or in person, regarding the reason for termination.
 - (c) Allow the homebuyer to be represented or accompanied by a person of his/her choice.
 - (d) If within 30-days after the Chehalis Tribal Housing Authority gives Notice of Termination, the homebuyer presents assurances or evidence satisfactory to the Chehalis Tribal Housing Authority, the Notice of Termination may be rescinded or extended on a case-by-case basis to be determined by the Chehalis Tribal Housing Authority Housing Management Director. Unless there is such a rescission or extension, the lease term and agreement will terminate on the 30th day after mailing of the notice.
- (6) If the homebuyer does not respond within the 30-day period, the Chehalis Tribal Housing Authority will proceed with the proper legal actions necessary for eviction. The Chehalis Tribal Housing Authority's designated attorney will file a civil complaint in the appropriate court seeking eviction and/or full payment of the delinquent amount. The complaint shall include a copy of the dwelling lease/homebuyer agreement, account ledger, letters and other notices sent or delivered to the tenant regarding non-payment or non-compliance.
- (7) Requests for judgment in both the rental and homeownership programs shall contain the following:
- (a) The amount due and owing and/or other non-compliance issues pursuant to the Dwelling Lease or Homebuyer agreement.
 - (b) Legal expenses and filing fees.
 - (c) Cost of repairs to the unit.
 - (d) Lost income for the time the unit is unoccupied beyond the date of termination.
 - (e) Immediate possession of the property.

B. Collection or Non-compliance Remedies

- (1) Tenants with delinquent accounts or who are not in compliance with their Dwelling Lease or Homebuyer Agreement are encouraged to enter into agreements for payment of their delinquent account or to become in compliance with the requirements of their Dwelling Lease or Homebuyer Agreement. The Chehalis Tribal Housing Authority may negotiate an agreement for non-payment or non-compliance with the tenant as an alternative to termination. The agreement will be on a short-term basis not to exceed 6-months.

The agreement will include an acknowledgment of the amount owed, the terms of repayment including the date, amount, and method of payment, other non-compliance issues, along with a default clause in the event the agreement is breached. The agreement will be signed by the named tenant and / or head of household or spouse and designated Chehalis Tribal Housing Authority staff. If a tenant presents credible evidence of hardship that caused or may cause a breach of the agreement, the Chehalis Tribal Housing Authority will have discretionary authority to renegotiate or reconsider the agreement. If prior agreements have failed, the Chehalis Tribal Housing Authority may choose not to reconsider the agreement with the tenant.

- (2) Should a tenant violate the terms of their agreement with the Chehalis Tribal Housing Authority, the Chehalis Tribal Housing Authority shall proceed with proper legal eviction action.
- (3) Payment agreements may be executed for payment of vacated accounts at the discretion of the Chehalis Tribal Housing Authority Housing Management Department Director.
- (4) Failure to make the required monthly payments and/or breach of subsequent payment agreements and termination of the tenant's lease/homebuyer agreements or other agreements may result in permanent loss of eligibility for future services or benefits offered by the Chehalis Tribal Housing Authority.
- (5) Tenants with delinquent accounts will be referred to appropriate financial management counseling and provided any other available information that will facilitate the prompt payment of their delinquent account. The Chehalis Tribal Housing Authority may schedule a financial management counseling session for the tenant at a specified time and location during the period of account delinquency. Attendance and participation will be required. The Chehalis Tribal Housing Authority shall require the tenant to sign a

statement documenting attendance and commitment by the tenant to improve their personal financial management skills. If a tenant's account is delinquent more than 30-days of time(s) during a 6-month period, the tenant will automatically be required to complete a financial management session.

- (6) At the discretion of the Chehalis Tribal Housing Authority Housing Executive Director, full payment of delinquent rent or homebuyer payments, including any current amounts due, may be accepted and collection proceedings stopped.
- (7) For vacated accounts, a statement of the balance due will be promptly sent to the vacated tenant after the unit has been vacated. If the amount is not paid or arrangements have not been made within 14-days, the account will be turned over to the Chehalis Tribal Housing Authority respective legal counsel for legal collection action.

C. Court Action

- (1) After the filing of the complaint and summons are served, the defendant (delinquent tenant) can still arrange for settlement and/or an arrangement. The plaintiff Chehalis Tribal Housing Authority will inform the court that a settlement has been reached if agreement has been made to resolve the outstanding amount. The Chehalis Tribal Housing Authority will include the costs of any amounts included in the civil complaint and request for judgment in the settlement or arrangement. The settlement or arrangement shall include language that in the event the defendants breach the agreement, the case shall be automatically reopened and heard in Court for an immediate eviction.
- (2) The Chehalis Tribal Housing Authority shall reserve the right to seek resolution of the case and settlement prior to the court hearing and final ruling. Once the court's final ruling has been made, no settlement or arrangement shall be allowed.
- (3) Once the Court issues an order of eviction, a copy shall be hand-delivered (if possible) to the tenant by the appropriate law enforcement officials. The order shall specify the date for the tenant to be evicted. The Chehalis Tribal Housing Authority shall monitor the unit and arrange to secure the unit (changing locks, boarding up the windows or doors, etc.) on the day of the eviction. The Court Order shall include the method for settlement of the delinquent account after the eviction. The Order may direct the defendant to make monthly payments to the Court or make

payments directly to the Chehalis Tribal Housing Authority. In any case, the delinquent account shall remain on the Chehalis Tribal Housing Authority books until the account is paid in full.

- (4) If a tenant refuses to vacate a unit by the specified date in the Court Order, the Order, or the judge issuing the Order, shall describe the method as to how the tenant(s) shall be forcibly evicted from the units by appropriate law enforcement officers. The Chehalis Tribal Housing Authority employees or members of the governing body shall never attempt to forcibly evict a tenant.
- (5) If a tenant moves out after notification of termination and makes no attempt to settle the outstanding amount, the Chehalis Tribal Housing Authority shall consider the unit abandoned and refer the case to its respective legal counsel for filing in the appropriate Court for collection. The Chehalis Tribal Housing Authority shall make every attempt to collect and continue to do so after issuance of the Court Order for payment.
- (6) It is the responsibility of the evicted tenant to remove all personal property from the unit with 10 calendar days after being evicted. Personal property can only be removed under the supervision of a designated Chehalis Tribal Housing Authority employee or a law enforcement officer depending upon the circumstances of the eviction along with the Court Order for eviction. However, if the tenant cannot be located, the Chehalis Tribal Housing Authority shall remove, deem abandoned, and claim the personal items as Chehalis Tribal Housing Authority property. Any disposal of the property shall be subject to the Chehalis Tribal Housing Authority Disposition Policy.

APPENDIX

FIRST NOTICE OF DELINQUENCY FOR NON-PAYMENT

(DATE)

(NAME & ADDRESS OF DELINQUENT TENANT)

You are hereby notified that we have not received any payment from you this month. As you know, your monthly payment is due on the (insert day) of every month. According to our records, you currently owe the Chehalis Tribal Housing Authority \$_____.

In accordance with our adopted Collection and Compliance Policies and Procedures, if we do not receive your monthly payment by the (insert day) day of this month or if you have not negotiated a Payment Agreement, a **Notice of Termination** will be delivered to you notifying you that we plan to terminate your Dwelling Lease or Homeownership Agreement with the Chehalis Tribal Housing Authority.

Your cooperation will be very much appreciated.

Sincerely,

(Signed by designated employee, preferably the Executive Director)

FINAL NOTICE OF DELINQUENCY FOR NON-PAYMENT

(DATE)

(NAME & ADDRESS OF DELINQUENT TENANT)

You are hereby notified again that we still have not received any payment from you this month. As you know, your monthly payment is due on the (insert day) of every month. According to our records, you currently owe the Chehalis Tribal Housing Authority \$_____.

If you are experiencing some financial difficulties at the present time and are in need of financial management counseling assistance, please contact our office at (insert phone #). If you are unable to clear up your delinquent account immediately, you are strongly encouraged to contact us at your earliest convenience to negotiate a **Payment Agreement**.

In accordance with our adopted Collection and Compliance Policies and Procedures, if we do not receive your monthly payment by the (insert day) day of this month or if you have not negotiated a Payment Agreement, a **Notice of Termination** will be delivered to you notifying you that we plan to terminate your Dwelling Lease or Homeownership Agreement with the Chehalis Tribal Housing Authority.

Your cooperation will be very much appreciated.

Sincerely,

(Signed by designated employee, preferably the Executive Director)

FIRST NOTICE OF NON-COMPLIANCE

(DATE)

(NAME & ADDRESS OF TENANT)

You are hereby notified that you are not in compliance with your (Dwelling Lease or Homebuyer Agreement) with the Chehalis Tribal Housing Authority.

The reason(s) you are not in compliance is (are) as follows: (list reason(s) for non-compliance such as violating the Rules of Occupancy, non-compliance with the Tribe's Animal Control Ordinance, not complying with recertification notices, not performing maintenance responsibilities, etc.)

In accordance with our adopted Collection and Compliance Policies and Procedures, if you are not in compliance with your (Dwelling Lease or Homebuyer Agreement) with the Chehalis Tribal Housing Authority by the (insert day) day of this month or if you have not negotiated a plan of action to correct the reason(s) you aren't in compliance, a **Notice of Termination** will be delivered to you notifying you that we plan to terminate your Dwelling Lease or Homeownership Agreement with the Chehalis Tribal Housing Authority.

Your cooperation will be very much appreciated.

Sincerely,

(Signed by designated employee, preferably the Executive Director)

FINAL NOTICE OF NON-COMPLIANCE

(DATE)

(NAME & ADDRESS OF DELINQUENT TENANT)

You are hereby notified once again that you are still not in compliance with your (Dwelling Lease or Homebuyer Agreement with the Chehalis Tribal Housing Authority.

If you are experiencing some sort of difficulty in resolving the reason(s) you are not compliance, please contact our office at (insert phone #) and we may be able to refer you to someone who may be able to assist you. If you are unable to resolve the reason(s) why you are not in compliance immediately, you are strongly encouraged to contact us at your earliest convenience to negotiate a plan of action to resolve the non-compliance issues.

In accordance with our adopted Collection and Compliance Policies and Procedures, if you are not in compliance with your Dwelling Lease or Homeownership Agreement with the Chehalis Tribal Housing Authority by the (insert day) day of this month or if you have not negotiated a plan of action to resolve the non-compliance issues, a **Notice of Termination** will be delivered to you notifying you that we plan to terminate your Dwelling Lease or Homeownership Agreement with the Chehalis Tribal Housing Authority.

Your cooperation will be very much appreciated.

Sincerely,

(Signed by designated employee, preferably the Executive Director)

**NOTICE OF TERMINATION
OF HOMEOWNERSHIP AGREEMENT**

(DATE)

(NAME & ADDRESS OF DELINQUENT TENANT)

This letter serves as notice that the Homeownership between you as a homebuyer and the Chehalis Tribal Housing Authority is being terminated.

The reason for terminating your Homeownership Agreement is that you have failed to make monthly payments to the Chehalis Tribal Housing Authority as required or are not complying with the terms of your agreement with the Chehalis Tribal Housing Authority. According to our records, you currently owe \$_____.

You have thirty (30) days from the date you received this Notice of Termination to respond in writing or in person regarding the reason for termination. You may be represented or accompanied by a person of your choice. If you present assurances or evidence satisfactory to the Director of our Housing Management Department within thirty (30) days after the date you received this Notice of Termination, this notice may be rescinded or extended. Unless there is such a rescission or extension, your agreement with the Chehalis Tribal Housing Authority will terminate on the 30th day after you received this notice and you will be expected to have vacated your home or legal actions necessary for eviction will begin including filing a judgment against you in (insert the name of the appropriate Court).

Should you have any questions, please contact (insert name), Director of our Housing Management Department or myself at (insert phone #).

Your cooperation will be very much appreciated.

Sincerely,

(insert name)
Executive Director

**NOTICE OF TERMINATION
OF DWELLING LEASE**

(DATE)

(NAME & ADDRESS OF DELINQUENT TENANT)

This letter serves as notice that the Dwelling Lease between you as a tenant and the Chehalis Tribal Housing Authority is being terminated.

The reason for terminating your Dwelling Lease is that you have failed to make monthly payments to the Chehalis Tribal Housing Authority as required or you are not complying with the terms of your Dwelling Lease with the Chehalis Tribal Housing Authority. According to our records, you currently owe \$_____.

You have (insert #) days from the date you received this Notice of Termination to respond in writing or in person regarding the reason for termination. You may be represented or accompanied by a person of your choice. If you present assurances or evidence satisfactory to the Director of our Housing Management Department within (insert #) of days after the date you received this Notice of Termination, this notice may be rescinded or extended. Unless there is such a rescission or extension, your Dwelling Lease with the Chehalis Tribal Housing Authority will terminate on the (insert #) day after you received this notice and you will be expected to have vacated your home or legal actions necessary for eviction will begin including filing a judgment against you in (insert the name of the appropriate Court).

Should you have any questions, please contact (insert name), Director of our Housing Management Department or myself at (insert phone #).

Your cooperation will be very much appreciated.

Sincerely,

(insert name)
Executive Director