

Tlingit-Haida  
Regional Housing  
Authority

2012 Policies  
& Procedures

Collection  
Policy

*This edition of the Collection Policy was adopted by the Board of Commissioners of the Tlingit-Haida Regional Housing Authority by Resolution No.12-15, August 15, 2012, in Saxman, Alaska. This document, and its subsequent amendments, supersede all prior editions of the Collections Policy.*

## I. PURPOSE:

Tenant/Home buyer payments are vital to the operation of Tlingit-Haida Regional Housing Authority (Housing Authority). Timely payments are a program requirement, and essential for the agency's cash flow. The following Collection Policy will enable the Housing Authority to receive these necessary payments.

1. Amount of Payment - Tenants/Home buyers will participate in the recertification process periodically to determine the amount of payment. Recertification will be in accordance with current HUD regulations and the Tenant/Home buyer's specific contractual agreement. Upon determination Tenant/Home buyer will be notified by letter as to the amount of payment. Seasonal employment does not warrant an interim recertification.
2. Counseling Procedures - The Housing Authority Staff shall, when asked, counsel each Tenant/Home buyer regarding their duties and obligations, which include prompt payment. The consequences of non-payment and the eviction process through the court shall also be explained, when appropriate, in an effort to minimize the need to resort to termination proceedings.

When determined appropriate Tenant/Home buyer will be counseled on budgeting, with an emphasis on planning, prioritization, and timely payments. Tenant/Home buyers who are seasonally employed will be informed of the importance of planning ahead and encouraged to make payment in advance.

When determined appropriate, Tenant/Home buyer will be informed as to where to seek additional assistance, such as Central Council Tlingit and Haida Indian Tribes of Alaska, State, Federal and other applicable assistance programs.

3. Payment Submission - The payment is due at the Housing Authority main office on the 1<sup>st</sup> of each month. Recognizing weather conditions which affect mail delivery, a grace period has been established up to the 15th of each month. Any payment received after the close of business on the 10th will be charged a late fee. The late fee, which affects all Tenant/Home buyer equally, requires that the greatest of 5% of the monthly charge or \$20.00 be charged to any account, which has a balance due after the 15th of each month.  
  
Prompt payment is a requirement for continued occupancy as stated under said agreement with Housing Authority.
4. Partial Payment - It shall be the policy of T-HRHA to accept partial payments at the program manager and/or CEO/President's discretion in order to meet emergency situations of the resident. By accepting partial payment under such circumstances, the Housing Authority shall not be deemed to have waived any rights and remedies with respect to other charges, i.e. overdue payments. Such extension requests shall specify the date on which payment will be made. The

Housing Authority shall not allow apparent repeat “delay tactics”. Past payment history will be considered in approval of any arrangement. Failure to comply with agreement will result in termination of all agreement(s). The program manager and/or President/CEO may grant an extension on a fair and impartial basis.

5. Collection of delinquent payments - The following procedure will be followed concerning the collection of delinquency.
  - a. On the 15th day of the month, if the payment is not received a reminder/late fee assessment letter is sent informing the Tenant/Home buyer payment is required immediately. If an emergency situation has delayed payment, it is Tenant/Home buyer’s responsibility to contact our office immediately to discuss possible financial arrangements.
  - b. If late payment still has not received by the end of the month, the Tenant/Home buyer is sent notification of mandatory conference with the rental specialist and/or program manager to discuss the delayed payment and to advise when payment will be sent. The notice will also include language to notify the tenant that if payment is not received in full within 30 days, a 30 day notice of termination of the lease may occur. Upon receipt of the mandatory conference letter it’s the Tenant/Home buyer responsibility to contact our office within 30 days in writing or by phone, with a proposed payment plan that is acceptable to both parties.
  - c. During the conference with the rental specialist and/or the program manager, the following options are available:
    1. Bring the delinquent account current.
    3. For Home buyers under the Mutual Help program only (not Tenants in the low rent program) a payback loan agreement may be an option.
    4. This loan will include interest, which will be the prime rate on the day of the request plus 2%, for a mutually determined term.

If Tenant/Home buyer fails to notify our office and does not comply with conference and/or payment requirements, the next step will be issuance of a termination notice or notice to quit. The notice will be sent upon expiration of the 30-day mandatory conference period.
  - d. The notice will be withdrawn only when:
    1. Tenant/Home buyer has paid in full, or
    2. It has been recommended and approved in writing by the program manager and/or President/CEO.

- e. The termination notice for Mutual Help agreements will contain the following information:
1. The reasons for the termination.
  2. The Tenant/Home buyer has the right to respond to the Housing Authority, in writing or in person, within 30 days after receipt of this notice, regarding the reasons for termination.
  3. In such response Tenant/Home buyer may be represented or accompanied by a person of his choice, including a representative of the tribal government.
  5. That if, within 30 days after the date of receipt of the 30day termination notice, the Tenant/Home buyer presents to the Housing Authority that he will cure the breach and continue to pay out his obligations, then the Housing Authority may rescind or extend the termination notice; and
  6. That unless there is such rescission or extension, the Agreement shall terminate on the 30th day after the date the termination notice was issued.
  7. If Home buyer/Tenant fails to comply with notice, the Housing Authority will institute action to regain possession of the property.
  8. Home buyer/Tenant has the right to file a grievance as per Housing Authority Grievance Procedures.
- f. The notice to quit for lease agreements will contain the following information:
1. The nature of the breach or violation of the lease or rental agreement or other reason for termination of the tenancy of the tenant or person in possession;
  2. In circumstances where the breach can be corrected by the tenant, the nature of the remedial action to be taken, and the date and time by which the corrective actions must be completed in order to avoid termination of the tenancy;
  3. The date and time when the tenancy under the lease will terminate;
  4. Direction to the tenant to quit the premises not later than the date and time of the termination of the tenancy; and
  5. Notice to the tenant that, if the tenancy terminates and the tenant continues to occupy the premises, the Housing Authority may

commence a civil action to remove the tenant and recover possession.

6. Eviction - if the Tenant/Home buyer refuses to vacate the premises after Termination of the Agreement as outlined above, the Housing Authority will take legal action to have the Tenant/Home buyer removed, to recover possession, and to collect any amounts due on the Tenant/Home buyer's account. Tenant/Home buyer may be liable for any legal fees incurred.

g. Repeat Offenders - Tenants/Home buyers who have received a termination notice or notice to quit and have remedied delinquency before expiration of the notice- and become delinquent again anytime within (6) months after initial Notice will be considered a repeat offender. The Housing Authority will bypass the collection procedures referenced in § 5(a)-(d) of this policy and serve upon Tenant/Home buyer a notice of termination or notice to quit. The Housing Authority has the right not to rescind this subsequent notice even if Tenant/Home buyer once again remedies the delinquency. The Housing Authority will only rescind this subsequent notice by approval of the President/CEO.

## II. EVICTION PROCEEDINGS AND INACTIVE ACCOUNTS

### 1. Integration of Outstanding Debt in Eviction Actions

The maintenance department will identify any damage to the premises which is not attributable to normal, non-abusive living, and estimate the cost of repairs.

At the request of the coordinating employee the Fiscal Department will

- a. Review each non-reoccurring entry in the client history for appropriateness and consistency;
- b. Document and correct errors identified;
- c. Provide Housing Management with a computer spreadsheet;
- e. Provide a recap sheet which separately identifies the accounts receivable balance and estimated repair costs so that the total amount can be requested in the initial lawsuit.

## III. VOLUNTARY TERMINATION WITH ACCOUNTS RECEIVABLE DEBT

The Fiscal Department will periodically analyze and identify all inactive accounts with an account balance.

- a. Potentially collectable accounts will be sent a demand letter. If no response is received, the file may be turned over to a T-HRHA authorized collection agency.

IV. TERMINATED AND/OR DELINQUENT TENANT/HOME BUYER LIST

Tenant/Home buyers who have a debt that was either written-off, or currently exists, will be placed on an outstanding delinquency list which will prevent their selection if they apply for T-HRHA housing in the future unless or until Tenant/home buyer pays the debt in full

MODEL NOTICE TO QUIT/HOME LOW RENT PROGRAM LEASES

[Fill in the items in square brackets using the specific lease agreement]

NOTICE OF INTENT TO TERMINATE LEASE AND NOTICE TO QUIT  
By Certified and Regular U.S. Mail

[Date]

[Tenant's name]

[Address]

[Address]

Re: [Account #]

Dear [Mr. /Ms. \_\_\_\_\_]:

Tlingit-Haida Regional Housing Authority ("T-HRHA"), which owns the residence in which you live, [unit #, street address, legal description], hereby notifies you of its intent to terminate the [title of Lease Agreement] ("Agreement") between yourself and T-HRHA.

The reasons for this termination include:

- Failure to pay rent when due, a violation of section [cite lease section on rent payments]. Rent is due in full and payable on the first day of the month, and is considered delinquent after the [check lease for day] day. As of \_\_\_[date]\_\_\_, you owed \$\_\_\_\_\_.

You may cure this breach of the Agreement by paying the full amount due within ten days of the date you receive this notice.

You have the right to reply to T-HRHA regarding these reasons for termination. You may submit a written grievance pursuant to the T-HRHA grievance policy, and if the grievance can not be resolved at the initial reconsideration stage, you may request (in writing) a hearing. If you would like a copy of the grievance procedure, please contact T-HRHA as soon as possible and we will provide you with a copy.

If you do not pay the balance due on your account in full within ten days of the date you receive this notice, the Agreement will terminate, and you must quit the premises (i.e. move out) not later than ten days after your receipt of this notice. If you move out, you will still be responsible for paying T-HRHA the full amount due on your account as of the date of termination.

If your tenancy terminates because you fail to cure the above noted breach within ten days and you continue to occupy the premises, T-HRHA may bring a lawsuit against you in court to have you removed and recover possession of the property as well as the amount due on your account.

Sincerely,

[Name]

[Title]

[MODEL NOTICE/MHHOOP TERMINATION]

[Fill in the items in square brackets using the specific lease agreement]

NOTICE OF TERMINATION  
Delivered by Certified and Regular U.S. Mail

[Date]

[Names]

[Address]

[Address]

Re: [Account #]

Dear \_\_\_\_\_:

Tlingit-Haida Regional Housing Authority (T-HRHA) intends to terminate the Mutual Help Home Ownership Opportunity Agreement (MHHOOP) between yourself and T-HRHA for the house at [street address, legal description, unit #].

The reason for the termination is failure to make Monthly Payments (See Mutual Help Home Ownership Opportunity Agreement, Article VII, Section 7.3, 7.4). As of  [date] , you owed \$ \_\_\_\_\_.

You have the right to respond to T-HRHA, in writing or in person, within 30 days after receipt of this Notice of Termination, regarding this reason for termination. You have the right to be

accompanied by a person of your choice in your response, including a representative of the tribal government.

You may submit a written grievance pursuant to T-HRHA's grievance policy, and if the grievance can not be resolved at the initial reconsideration stage, you may submit a written request for a hearing. If you would like a copy of the grievance procedure, please contact T-HRHA as soon as possible and we will provide you a copy.

You may cure your breaches of the MHHOOP and avoid termination by bringing your account current. If, within 30 days after receipt of this Notice of Termination, you present to T-HRHA evidence satisfactory to T-HRHA that you will cure the breaches and continue to carry out your obligations under the MHHOOP, T-HRHA may rescind or further extend this Notice of Termination.

Unless there is such a rescission or extension, the lease term and the MHHOOP will terminate on the 30<sup>th</sup> day after receipt of this Notice of Termination. If the MHHOOP terminates, you must quit the premises.

If you do not cure the breach, T-HRHA may file a lawsuit against you to collect the arrears on your account and enforce your payback agreement (if any). If you do not cure the breach and you fail to move out of the house within thirty days of receipt of this letter, T-HRHA will also sue to recover possession of the home and have you removed.

Under the terms of the MHHOOP agreement, this Notice of Termination is required to state that T-HRHA will advise the tribal government concerning this termination. If you would prefer that we not inform Tlingit and Haida Central Council (THCC), the tribal government, please sign the enclosed "Tribal Notification Waiver" form and return to T-HRHA. If you sign and return the Tribal Notification Waiver within 30 days of receipt of this letter, T-HRHA will not notify THCC about this termination. If you do not sign and return the waiver, and you do not take the corrective actions described above to prevent termination of the MHHOOP, T-HRHA will advise THCC concerning this termination.

Once again, you have thirty days from the date you receive this letter to either 1) cure the breach by bringing your account current or providing evidence satisfactory to T-HRHA that you will cure and remain current, or 2) quit the premises.

Sincerely,

President/CEO

Enc. Tribal notification waiver form



MODEL NOTICE TO QUIT/HOME LOW RENT PROGRAM LEASES

[Fill in the items in square brackets using the specific lease agreement]

NOTICE OF INTENT TO TERMINATE LEASE AND NOTICE TO QUIT

By Certified and Regular U.S. Mail

[Date]

[Tenant's name]

[Address]

[Address]

Re: [Account #]

Dear [Mr. /Ms. \_\_\_\_\_]:

Tlingit-Haida Regional Housing Authority ("T-HRHA"), which owns the residence in which you live, [unit #, street address, legal description], hereby notifies you of its intent to terminate the [title of Lease Agreement] ("Agreement") between yourself and T-HRHA.

The reasons for this termination include:

- Failure to pay rent when due, a violation of section [cite lease section on rent payments]. Rent is due in full and payable on the first day of the month, and is considered delinquent after the [check lease for day] day. As of \_\_\_[date]\_\_\_, you owed \$\_\_\_\_\_.



# Tlingit-Haida Regional Housing Authority

P.O. BOX 32237 \* JUNEAU, AK 99803

OFFICE: (907) 780-6868 \* FAX: (907) 780-6895

You may cure this breach of the Agreement by paying the full amount due within ten days of the date you receive this notice.

You have the right to reply to T-HRHA regarding these reasons for termination. You may submit a written grievance pursuant to the T-HRHA grievance policy, and if the grievance can not be resolved at the initial reconsideration stage, you may request (in writing) a hearing. If you would like a copy of the grievance procedure, please contact T-HRHA as soon as possible and we will provide you with a copy.

If you do not pay the balance due on your account in full within ten days of the date you receive this notice, the Agreement will terminate, and you must quit the premises (i.e. move out) not later than ten days after your receipt of this notice. If you move out, you will still be responsible for paying T-HRHA the full amount due on your account as of the date of termination.

If your tenancy terminates because you fail to cure the above noted breach within ten days and you continue to occupy the premises, T-HRHA may bring a lawsuit against you in court to have you removed and recover possession of the property as well as the amount due on your account.

Sincerely,

June 24, 2015

Mr. John Doe  
PO Box 999  
Hoonah, AK 99829

RE: Acct. #LR-024-2402-09 - Thirty (30) day notice to quit for nonpayment of rent  
Rental unit address: 566 Hemlock Street #2 Hoonah, AK 99829

Dear Mr. Doe,

Our records indicate that you owe past due rent in the amount of \$423.00. If you do not pay this balance within **thirty (30)** days of the date of this notice, your tenancy will be terminated and you must move. If you pay the past due rent in full within 30 days of your receipt of this notice, you do not have to move. If you have already sent your payment, please accept our thanks.

Balance Due:	<u>Current Month</u>	<u>Over 30 days</u>	<u>Over 60 days</u>	<u>Over 90 days</u>
	\$264.00	\$159.00	\$0.00	\$0.00

Please remember that rent is due by the 1<sup>st</sup> of the month and is considered past due after the 15<sup>th</sup> of the month. If you would like to make a credit or debit card payment by telephone, please call our office at 780-6868. If you'd like to discuss the possibility of setting up a payback agreement, please contact me or your rental specialist immediately.

If you do not pay your past due rent or move within 30 days of the date of this notice, your file will be turned over to our attorney and a court ordered eviction notice will be issued. Should this occur, you will be responsible for all past due rent charges, move out charges, as well as our legal fees. Repeated or habitual failure to make timely payments as required by your rental lease is grounds for termination of your lease.

Do not hesitate to contact me at 780-3125 with any questions or concerns you may have.

Regards,

Norton Gregory  
Housing Programs Manager

Cc: File



# Tlingit-Haida Regional Housing Authority

P.O. BOX 32237 \* JUNEAU, AK 99803

OFFICE: (907) 780-6868 \* FAX: (907) 780-6895

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June 24, 2015

Mr. John Doe  
PO Box 999  
Hoonah, AK 99829

RE: Acct. #LR-024-2402-09 - Ten (10) day notice to quit for nonpayment of rent  
Rental unit address: 566 Hemlock Street #2 Hoonah, AK 99829

Dear Mr. Doe,

Our records indicate that you owe past due rent in the amount of \$423.00. If you do not pay this balance within **ten (10)** days of the date of this notice, your tenancy will be terminated and you must move. If you pay the past due rent in full within 10 days of your receipt of this notice, you do not have to move. If you have already sent your payment, please accept our thanks.

Balance Due:	<u>Current Month</u>	<u>Over 30 days</u>	<u>Over 60 days</u>	<u>Over 90 days</u>
	\$264.00	\$159.00	\$0.00	\$0.00

Please remember that rent is due by the 1<sup>st</sup> of the month and is considered past due after the 15<sup>th</sup> of the month. If you would like to make a credit or debit card payment by telephone, please call our office at 780-6868. If you'd like to discuss the possibility of setting up a payback agreement, please contact me or your rental specialist immediately.

If you do not pay your past due rent or move within 10 days of the date of this notice, your file will be turned over to our attorney and a court ordered eviction notice will be issued. Should this occur, you will be responsible for all past due rent charges, move out charges, as well as our legal fees. Repeated/habitual failure to make timely payments as required by your rental lease is grounds for termination of your lease.

Do not hesitate to contact me at 780-3125 with any questions or concerns you may have.

Regards,

Norton Gregory  
Housing Programs Manager

Cc: File

