

KARUK TRIBE HOUSING AUTHORITY
CHAPTER 11
COLLECTIONS AND RECOURSE FOR LESSEES AND HOME BUYERS

CHAPTER 1 PAYMENTS

Tenant accounts will be maintained in a paid-up status at all times. The required monthly payments are due and payable on the first day of each month. Payments not received on or before the seventh day of the month are delinquent.

- a. Payment will be deposited in the KTHA account at Scott Valley Bank using deposit slips which will be supplied on the first of each month. Payment shall not be accepted in the office or by KTHA employees.
- b. Tenants will be assessed a late charge of \$10.00 automatically if the rent payment is delinquent.
- c. If a payment cannot be made on or before the seventh, the resident may request an emergency extension. If the KTHA staff determines there is satisfactory cause a payment agreement may be made in writing and the late charge will not be assessed. If a tenant fails to make payments as agreed or if tenant is currently in payment agreement a second agreement shall not be initiated except in cases of extreme hardship **and must be approved by Housing Committee.**

CHAPTER 2 DELINQUENCY

2-1 The KTHA shall proceed as follows when an account becomes delinquent:

- a. On the eighth day of the month, or the first business day after the eighth, the KTHA shall advise the tenant with a written combined "Notice of Delinquency" and "Intention to Terminate" (14-Day Notice).
- b. The Notice shall be served by:
 1. delivering the notice personally to the head of household or adult household member, or
 2. sent by first class mail.
- c. If account is not in current status upon 15th day of service of 14-Day Notice, KTHA shall serve a 30-Day Notice by:
 1. delivering the notice personally to the head of household or adult household member, or
 2. posting a copy in a conspicuous place on the premises, and
 3. sending a copy by first class mail to the tenant's mailing address.

2-2 The "Notice of Delinquency and Intent to Terminate" (30-Day Notice) shall include the following statements:

- a. A demand for immediate payment of the amount delinquent,
- b. Prompt payment is a requirement for continued occupancy and to avoid the necessity for the KTHA to resort to eviction of the tenant,

- c. If the tenant has had unforeseen or unusual problems in making the required payment, they may make an appointment with the KTHA Executive Director to determine if circumstances warrant special arrangement be made to enable the delinquent payments to be made over a reasonable period of time and to obtain counseling relating to household budgeting.
- d. The tenant may request a hearing to be scheduled at a regular meeting of the Housing Committee (HC) before the expiration of the thirty day period stated in the notice.
- e. The KTHA/HC shall have the right to deny any special agreements with a tenant who has failed to meet the terms of such an agreement.
- f. Upon the expiration of thirty days from the receipt of the notice by the tenant, if he/she has not responded to or complied with the notice, the requirements of the MHOA or lease concerning required payments or rent or for any other cause, the KTHA shall cause to be filed and served to the tenant an "Unlawful Detainer Complaint".

CHAPTER 3 TERMINATION AND EVICTION

- 3-1 Procedure for termination of MHOA or lease and eviction of tenant:
 - a. The decision to terminate or reinstate an MHOA or lease shall be made at a regular or special meeting of the Housing Committee (HC).
 - b. Whether the HC decides to rescind or extend the Notice or affirms the termination the MHOA or lease the KTHA shall notify the tenant in writing and advise him/her of further action the KTHA intends to pursue.
 - c. If the decision is to extend the notice, the extension shall be for a stipulated number of days.
 - d. If the decision is to terminate the MHOA or lease it shall immediately commence eviction proceedings in the appropriate court at the end of the thirty days given by said "Notice of Delinquency and Intent to Terminate" (30-Day Notice).
- 3-2 The KTHA shall file a civil complaint with the appropriate court as designated in the Tribal Ordinance or determined by the HC.
- 3-3 The complaint shall be in writing, under oath, containing a statement of fact which includes:
 - a. A request to the court for eviction of the tenant.
 - b. The name and address of the tenant.
 - c. The KTHA project number, unit number, location of the unit and legal description of the property, in the case of a MHOA lease.
 - d. A copy of the following documents as required:
 - 1. Lease of the land to the KTHA from the Tribe or Home buyer,
 - 2. MHOA or lease with a copy of the land sublease between the Home buyer and KTHA.
 - e. The reason for the request for eviction (not applicable when using the 30-Day Notice short form).

f. A copy of the "Notice of Delinquency and Intent to terminate" together with proof of service.

g. A copy of the letter from the KTHA to the tenant containing the HC decision to terminate the MHOA or lease.

h. A statement, containing facts of hearings or special agreements which have been made and not honored by the tenant, or any other facts which may be pertinent to the KTHA attempts to collect delinquent amounts due or attempts to rectify and other violations of MHOA or lease.

3-4 At the time of the court hearing, it shall be the policy of the KTHA to request the court to issue an order for eviction.

a. If the court deems it is advisable to allow the tenant a period of time to cure the delinquency, it shall be the policy of the KTHA to request the court not allow additional time.

b. If the court deems the time extension necessary, the KTHA shall request the entire delinquency be paid within one year, or in the event of small amounts, a minimum of ten percent of the delinquency in addition to regular monthly payment.

c. If the court should deem it advisable to allow the tenant a period of time to cure the delinquency, the KTHA will ask for the order of eviction but will agree to the court's staying such order pending the tenant complying with the court's order for payment of such delinquency. The KTHA shall petition the court to remove said stay order if the tenant breaches the court order, thereby eliminating the necessity of a new court hearing.

3-5 The proceedings used to obtain a court order for eviction may be an Action for Unlawful Detainer and the Orders obtained a "Writ of Execution".

3-6 The KTHA, in seeking the "Writ of Execution" shall also seek payment of all back monthly payments owed to the KTHA, **filing fees, and attorney fees.**

CHAPTER 4 COLLECTION FOR DAMAGES

4-1 Tenants (previous and current) are responsible for damage to their unit, other than normal wear and tear caused by themselves, their families or guests.

4-2 In the event the KTHA determines that damages have occurred to a unit, that said damages are not normal wear and tear, and that these damages were caused by the tenant, their family or guests, the KTHA shall repair the damage and send a letter to the tenant requesting payment for the repairs. The letter shall inform the tenant of the repairs made, the amount owing (showing labor and materials). Payment is due in full within 15 days of receipt of statement of charges.

4-3 If payment in full is not received within 15 days, the KTHA may initiate a lawsuit in Small Claims Court to recover the amount owing, and or seek restitution through a collection agency.

CHAPTER 5 SPECIAL ARRANGEMENTS/PAYMENT AGREEMENTS

5-1 The Executive Director may negotiate a Payback Agreement relative to the

outstanding debt balance. Said Payment Agreement shall conform to the following provisions:

- a. Unpaid balance shall be interest free.
- b. Unpaid balance shall be paid in equal monthly installments.
- c. The terms shall not exceed twelve months.

Revised This _____ Day of March, 2000.

Charlene Martin, (formerly Dion Wood) Secretary