



QUINAULT HOUSING AUTHORITY

RENTAL AND HOMEOWNERSHIP UNIT COLLECTIONS AND LEASE COMPLIANCE POLICY

Approved by the Quinault Housing Authority Board of Commissioners by Resolution No. 2014-11-13-03 this 13th day of November 2014. Revised by the QHA Board this 21st day of November 2023. The effective date of this Policy is January 18, 2024.

This Policy complies with the NAHASDA regulations at 24 CFR §§ 1000 *et seq.*

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I. Purpose.

The purpose of this policy is to establish uniform guidelines and procedures for actions by the QHA when a rental unit Tenant or Homeownership Unit under a Lease to Purchase contract, including but not limited to Mutual Help and Occupancy Agreement, Tenant (hereinafter referred to collectively as "Tenant") fails to comply with any provision of the applicable QHA Admissions and Occupancy Policies or other applicable QHA Policies, or any term of the rental lease agreement, lease to purchase agreement, or a Mutual Help and Occupancy Agreement (hereinafter collectively or individually referred to as "Lease Agreement") with respect to payment of rent and other charges due, or non-compliance with the Lease Agreement. It is also a purpose of this Policy to provide for collection of debts owed to the QHA by former QHA Tenants. This Policy is consistent with the Quinault Tribal Code, Title 39, Eviction Procedures. It is the goal of the QHA to assist Tenants in complying with QHA Policies and the terms and conditions of the Lease Agreement with the QHA by providing Tenants with education, notice of Lease Agreement violations, and opportunity to remedy such violations, except in the case of criminal activity including but not limited to drug related criminal activity, for which the QHA has established a zero tolerance policy. However, compliance with the terms and conditions of the Lease Agreement remains the responsibility of the Tenant.

II. Lease Agreement Payment Collections Procedures.

A. Monthly Payments Required.

1. Lease Agreement payments, and payments for charges due under the Lease Agreement, including maintenance charges, are due on or before the first (1st) day of each month. The Tenant is required by the Lease Agreement to make payment on or before the tenth (10th) day of each month. Any payment not received by the tenth (10th) day of the month is considered delinquent, and the Tenant is in violation of the Lease Agreement, except for salary deductions and direct deposits which are made timely pursuant to a Salary Deduction or Direct Deposit agreement. If the tenth (10th) day of the month falls on a weekend, holiday, or there has been an emergency closure, etc., the payment will be due on the following business day.
2. Payments must be made to the QHA by check, money order, direct deposit or automatic payment, or salary deduction made payable to the Quinault Housing Authority. Payments are deemed made on the date they are received by the QHA - not the date of mailing.
3. Any returned check shall result in a service charge of \$30.00 to the Tenant's QHA account.
4. The QHA shall issue a receipt to the Tenant upon receipt of payment. For payments received by means other than in person payment, the QHA shall mail the receipt to the Tenant.

5. The Tenant shall be responsible for initiating salary deductions with his/her employer to have the required payment amount deducted from their earnings and mailed to or transferred to the QHA.
6. All QHA personnel who are Tenants in QHA programs are required to enter into payroll deduction with the QHA for payment of rent and other charges due.

B. Repayment Agreements.

At any time prior to the date the Tenant is issued a Notice of Lease Termination, Notice to Quit Possession, and Demand to Vacate the unit (the "NLT, NTQ, and DTV"), the Tenant may enter into a Repayment Agreement for payment of a delinquent account. If the Tenant is employed, the Tenant shall be required to also enter into a Salary Deduction Agreement. The Occupancy Specialist may allow the Tenant to enter into a Repayment Agreement and Salary Deduction Agreement prior to the issuance of a NLT, NTQ, and DTV, but only if the repayment term does not exceed twenty-four (24) months from the date of the Repayment Agreement. Homeowners who are conveyance eligible within twenty-four (24) months may enter into a Repayment Agreement that does not exceed the estimated conveyance eligibility date. Any Repayment Agreement that permits repayment for longer than twenty-four (24) months, or the application of additional charges to an existing agreement must be approved by the Board of Commissioners for extenuating circumstances.

Any Tenant who stops a Salary Deduction when their accounts are delinquent shall be in violation of the Repayment and Salary Deduction Agreement, and the Lease Agreement.

Any Tenant who violates a Repayment Agreement by failing to make payments due must pay the balance due in full within ten (10) business days prior to the filing of an Eviction complaint by the QHA in the QIN Tribal Court to remain in the housing unit. QHA shall proceed to terminate the Lease Agreement of any Tenant who violates a Repayment Agreement in accordance with Section II.C of this Policy, except in the case that the Board of Commissioners approves an extension of up to thirty (30) days to make payment based on medical or other emergency.

C. Lease Violation Notice for Nonpayment of Lease Agreement.

If the Tenant has not made a timely payment as described in Section II.A.1, the Tenant will be issued a Lease Violation. If there is another delinquent payment within the calendar year, QHA shall proceed with the Fair Hearing Process set forth in Section E of this Policy. For any Tenant who has entered into a Repayment Agreement and/or Salary Deduction pursuant to Section C of this Policy, a Notice of Lease Violation shall be issued only if the Tenant's payment amount is less than the amount agreed upon in the Repayment Agreement.

D. All Other Lease Violations.

For all other Lease Agreement violations that are not for criminal activity, the QHA shall issue a Notice of Lease Violation to the Tenant and deliver such notice in person or by regular mail to the mailing address provided to the QHA by the Tenant. The Notice of Lease Violation will include notice to the Tenant of the nature of the Lease violation, provide the Tenant with notice of their right to file a grievance to dispute the Lease violation and the timeframe for filing a grievance, notify the Tenant of the amount of time they have to remedy the Lease violation, and notify the Tenant that if they fail to remedy the Lease Violation in the time allowed, the Lease shall be terminated in accordance with Section II.E of this Policy.

E. Fair Hearings Process.

- 1. Fair Hearing Notice.** Prior to or upon issuing a Notice of Lease Termination, the Occupancy Specialist shall issue a Fair Hearing Notice to the Tenant informing the Tenant of QHA's intention to terminate the Lease Agreement, the reasons for the termination, and the date and time of the Fair Hearing before the QHA Board of Commissioners. For Lease Agreement violations involving criminal activity, the QHA Board of Commissioners will only hear a defense that the alleged crime did not occur, but shall not grant the Tenant the right to remain in the housing unit for any other reason if the Tenant is the individual who engaged in criminal activity or is in violation of QHA criminal activity policies.
- 2. Fair Hearing Scheduling.** A Fair Hearing will be scheduled at the earliest convenience of the QHA Board of Commissioners.
- 3. Compliance Prior to Scheduled Fair Hearing.** If the Tenant comes into compliance prior to the scheduled Fair Hearing, the Tenant is still required to attend the Fair Hearing unless notified by QHA that he/she is not required to attend.
- 4. Absence of Tenant from Fair Hearing.** If the Tenant does not appear at the Fair Hearing and is not excused from appearing, it shall be counted towards the three (3) Fair Hearings. The Tenant shall be required to appear at the next scheduled Fair Hearing.
- 5. Effect of Prior Fair Hearings.** If a Tenant has three (3) Fair Hearings which do not result in eviction in a twelve-month period beginning on the date of the first Fair Hearing, no further Fair Hearings will be scheduled, and on the fourth violation, the QHA shall proceed to terminate the Lease Agreement of the Tenant.
- 6. Fair Hearing Procedures.** At the Fair Hearing before the Board of Commissioners, the following procedures will be followed:
 - a. The hearing will take place at the beginning of the Board agenda on a first to appear basis with Elders being scheduled first.

- b. All visitors and guests, other than the Executive Director or designees,, QHA personnel with information relevant to the hearing, and the recording secretary will be requested to leave the meeting room while the hearing is in progress. The individual has the right to be represented by another person of their choice at the hearing.
 - c. There will be an opportunity for both the QHA and the individual to make opening statements, present witnesses and documents, and ask questions of the other party and of the witnesses presented by either party.
 - d. The individual shall have the right to examine all relevant documents, records or regulations directly relating to the subject matter of the hearing, provided that no resident or applicant shall be entitled to examine documents or records concerning any other resident or applicant.
7. The format of the hearing shall not imply that the burden of proof is more on one side than the other. The purpose of the hearing is to present all information required in order to allow a decision by the Board based on the merits of the grievance.
8. The Board will make a decision within five (5) working days of the hearing. The QHA will transmit this decision within six (6) working days to the individual either orally or in writing.
9. The decision shall be binding on the QHA.
- 10. Requests for Continuances.** Any request for a change in the date set for the hearing shall be submitted in writing to the Chair of the Board no fewer than two (2) calendar days prior to the date set for the hearing and must state the reasons for the request in the change in date. Requests for a change made after two (2) days prior to the hearing date will only be granted on the basis of extreme unforeseen emergency. Any request for a change in date made by an attorney on behalf of an individual shall include a list of dates on which the attorney would be available for a hearing.
- 11. Conduct of the Hearing.**
- a. **Presiding Official.** A presiding official, which shall be the Chair of the Board, the Vice Chair of the Board, or other designated presiding official designated by the Board, will have control over the proceedings. He or she will take whatever action is necessary to ensure the hearing is fair, orderly, and expedient. The parties will abide by the decisions of the presiding official. The presiding official has the authority to:
 - i. Regulate the course of the hearing;

- ii. Limit the number of witnesses when testimony would be repetitive;
 - iii. Exclude testimony or argument on issues that are not relevant to the Fair Hearing;
 - iv. Exclude any person from the hearing for conduct or behavior that disrupts the hearing;
 - v. Make decisions regarding the order of testimony and argument.
- b. Representation of the QHA. The Executive Director or his or her designee shall represent the QHA at the hearing.
 - c. At its sole discretion, the Board may record the proceedings if the Tenant is informed the hearing is recorded, but shall not be required to do so. No other recordings or stenographic devices shall be allowed.

F. Eviction Proceedings.

- 1. Effect of Failure to Quit Possession.** Upon the issuance of and service upon the Tenant of a Notice of Lease Termination and Notice to Quit Possession, if the Tenant has not vacated the unit voluntarily by the date set forth in the Notice of Lease Termination and Notice to Quit Possession, the QHA shall proceed to file all legal documents necessary to pursue eviction in Tribal Court.
- 2. Settlement Prior to Court Ordered Eviction.** The Executive Director may authorize settlement of any eviction proceeding for good cause shown at any time during the eviction process, upon payment of the full amount owed by the Tenant prior to a court eviction hearing date, and remedying of any and all lease violations. The Tenant shall be responsible for any court costs and/or attorneys fees paid by the QHA even if a settlement is approved. No Tenant who has entered into a Repayment Agreement and violated such repayment agreement will be permitted to enter into a new repayment agreement to cure the lease violation, but instead, must pay the balance owed in full.

If a settlement is reached prior to the court eviction hearing, the QHA shall enter into a Stipulated Order of Judgment with the Tenant providing for a Court Order, which shall include the following:

- a. A schedule for repayment of the balance due and owing to the QHA;
- b. Requirement that the Tenant make all payments due on or before the tenth day of each month on time;
- c. Requirement that the Tenant abide by all other lease provisions as a condition of lease re-instatement.
- d. Requirement that if Tenant violates the lease or fails to make timely payment, the QHA may proceed directly to Court, by filing of an Affidavit verifying the Tenant has violated the Court's Order by violating the lease, and filing a Motion for a Hearing and Order of Eviction.

The QHA shall also issue to the Tenant a Notice of Lease Re-instatement, and a Lease Addendum specifying these additional conditions on the lease, which the Tenant must sign as a condition of settlement.

- 3. Costs in Eviction Proceedings.** The Tenant shall be responsible for any court costs and/or allowable legal fees and expenses paid by the QHA in pursuing an eviction in Tribal Court.
- 4. Abandonment of Unit Repossession Procedures.** A Tenant is deemed to have abandoned a Housing Unit in the following circumstances:
 - a. Utilities have been disconnected, and Tenant is not residing in the unit; or
 - b. The Tenant has removed all or substantially all of their possessions from the unit and the Tenant is not residing in the unit.
 - c. The Tenant is absent from the unit for more than fourteen (14) days without notice to the QHA and approval of the QHA and has not responded to a Lease Violation notice.

In the event a dwelling has been abandoned, the QHA will conduct an emergency inspection and post notice of inspection. Should inspection provide evidence of abandonment, the QHA will post a notice on the dwelling stating that the Housing Authority intends to secure the unit and terminate the Lease Agreement within five (5) days. After the fifth day, the QHA will change the door locks on the unit to prevent vandalism or unauthorized persons from occupying the unit. A Notice of Abandonment and Lease Termination will be sent by certified mail to the last known address of the Tenant and copy of the Notice will be posted on the unit. Should the Tenant fail to respond or report to the QHA within five (5) days of the posting of the Notice of Abandonment and Lease Termination, the QHA shall proceed to Terminate the Lease and proceed with eviction as set forth in Section III.D. Any abandoned property will be stored for thirty (30) days from the date the QHA repossess the unit. Charges for the property storage will be charged to the Tenant.

If the QHA issues a Notice of Abandonment and Lease Termination, and Tenant responds within five (5) days of the posting of the Notice, all charges incurred during the process will be the responsibility of the Tenant. Charges shall include but are not limited to new door locks, weatherizing the unit and/or repairing the appliances, unit structure, etc. The Tenant is responsible for reporting to the QHA the reasons for failing to occupy the unit. If the QHA determines the unit is not abandoned, or if Tenant disputes the abandonment within five (5) days of posting of the Notice of Abandonment and Lease Termination, the QHA may proceed to terminate the lease for cause in accordance with Section III.D. of this Policy.

G. Collection of Vacated Accounts.

The QHA Accounting Manager shall provide on a monthly basis to the QHA Legal Counsel a list of accounts of Tenants who no longer reside in QHA housing units, which includes the balance left owing by the Tenant. The QHA Accounting Manager shall ensure that a Tenant is provided with one Notice stating that a balance is owed on the QHA account, the amount of the balance, and notice that if the balance owed is not paid within twenty (20) days of the date the notice is delivered, the QHA will proceed to file a Complaint in Tribal Court to secure a Judgment and collection of the debt owed. The Notice shall provide the Tenant with the address and telephone number of the QHA to make payment arrangements.

If payment is not received by the QHA on or before the twentieth (20th) day following the date the delivery of the Notice, QHA shall file a Complaint in Tribal Court for Judgment on the Debt in accordance with the Quinault Tribal Code. The Tenant shall be responsible for any allowable courts costs and legal fees and expenses paid by the QHA, even if payment in full is received after a Complaint is filed in Tribal Court

- 1. Orders of the Quinault Tribal Court on Debts Owed to the QHA.** The QHA shall abide by any order of the Quinault Tribal Court dividing or assigning any debt owed by Tenants to the QHA. Unless the Tribal Court has specifically ordered assignment of a debt, all Tenants are jointly and severally liable for any debt owed to the QHA.
- 2. Reports on Collections Activity Required.** The Accounting Manager shall provide to the Executive Director and Board of Commissioners on a quarterly and annual basis, a report including:
 - a. The rate of collections on 1) tax credit projects on a project by project basis, 2) NAHASDA rental units; 3) Homeownership units by Project; 4) vacated accounts. The rate of collection shall be reported monthly as well in a separate report.
 - b. The number of Lease Terminations issued to Tenants for failure to make timely payment of amounts due;
 - c. The number of Repayment Agreements entered into;
 - d. The number of Complaints filed in Tribal Court for non-payment of rent or other charges due;
 - e. The results of any complaints filed in tribal court for non-payment of rent or other charges due.

The Accounting Manager shall prepare annually on or before May 1st of each year a list of vacated accounts that are uncollectible (older than two years old and no Judgment has been issued by the Tribal Court) for the Board so that the Board may take timely action prior to the beginning of the fiscal year to write off doubtful accounts from the books and records of the QHA. The write-off of doubtful accounts does not affect the right of QHA to collect debts from previous tenants as a condition of eligibility for participation in any QHA program.