

# NORTHERN PONCA HOUSING AUTHORITY

## SECTION D RENT COLLECTION POLICY

### SECTION D-1:

DEFINITIONS: For the purpose of this policy, the following words shall have the meanings set below, unless otherwise stated:

1. "Authority" shall mean the Northern Ponca Housing Authority.
2. "Tenant" shall be any person renting any type of Indian Housing, including all housing rented by the "Authority" on a month to month basis.
3. "Home-buyer" shall mean any person purchasing a home-ownership unit through the Authority.
4. "Family" The term 'family' shall mean family with or without children an elderly family, a near-elderly family, a disabled family and a single person.
5. "Rent" shall be that amount that a tenant pays each month for a rental unit under a Indian Housing program.
6. "Monthly Payment" shall be that amount paid each month under a Lease Agreement by a tenant or Home buyer.
7. "Payment Agreement" shall be an agreement entered into by the Authority and a tenant or home-buyer for the future payment of rent, monthly charges which the family has not paid when due.
8. "Indian Housing" shall be any housing within the jurisdiction of the Northern Ponca Housing Authority that is obtained under any type of Federal Housing Program through the Department of Housing and Urban Development and is classified as a Indian Housing Program, and is under the management of the Housing Authority.
9. "Indian" is any person who is a member of an Indian Tribe.

10. "Tribe" is the Ponca Tribe of Nebraska.

## SECTION D-2:

### GENERAL:

1. This Rent Collection Policy of the Northern Ponca Housing Authority shall provide for all parties associated with the housing programs of the Authority.
2. Rent and monthly payments are required of all participants in the Indian Housing Programs of the Authority, and the revenue realized must be available to the Authority so that expense necessary to the operation of the program can be met. If payments are not made, new units cannot be built, existing units cannot be maintained, and administrative costs cannot be paid. Payments must be paid when due to allow the Authority to meet its financial obligations on a timely basis.
3. The Authority has adopted this policy in compliance with Tribal Ordinance No. 01-93 titled "Ponca Tribal Code" of the Ponca Tribe of Nebraska. In establishing the Authority, the Tribal Council has declared that its power and the powers of the Courts shall be utilized to enforce the policies. Understanding that eviction of tenants and homebuyers is the last remedy for nonpayment, the government and Courts have specifically endorsed this policy, which sets forth the method by which the Authority will collect payments so that the necessity for eviction is minimized.
4. All current residents in Rental or Mutual Help housing shall be provided a copy of this policy.
5. All future residents of Authority projects shall receive a copy of this policy upon execution of a lease or Home-buyer Agreement.
6. Each member of the Tribal Council and each member of the Civil Court or State Court shall receive a copy of this policy.
7. The Authority shall post a copy of this policy in the Authority office.

**SECTION D-3:**

CALCULATION OF RENT OR MONTHLY PAYMENTS: Rents and monthly payments shall be calculated according to the methods described in the Authority's Rental and Mutual Help Admissions and Occupancy Policies.

**SECTION D-4:**

ADDITIONAL PAYMENTS DUE THE AUTHORITY: Additional payments made by the tenants or home-buyer's to the Authority may include:

1. Security deposits for rental housing.
2. Charges for utility usage in rental housing.
3. Damage charges for damages to rental housing.
4. Charges for maintenance and other services to homebuyers.
5. Agreed upon repayments of past delinquent accounts; and
6. Other charges as specified in Leases, Homebuyers Agreements, and in any policy or regulation adopted by the Authority.

**SECTION D-5:**

DUE DATE FOR RENT, MONTHLY PAYMENTS, AND OTHER CHARGES:

All rent, monthly payments, and other charges shall be due by the First (1st) day of each month. In accordance with Tribal Ordinance No. 01-03, payments not received on or before ten (10) days following the first day of the month shall be considered delinquent. A \$25.00 late fee will be charged to all delinquent accounts, with the exception of those accounts that have payroll deduction. (Resolution 04-04)

Late fees are to be applied to Non-Program Income (NPI) account. (Resolution 04-04)

**SECTION D-6:**

MANNER OF PAYMENT: Rents and monthly payments may be paid between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday at the Authority Office. Payments may be delivered in person or may be mailed to the Authority at the following address:

NORTHERN PONCA HOUSING AUTHORITY  
1501 Michigan Avenue  
Norfolk, NE 68701

Payments may be made by check, or by money order, DO NOT SEND CASH in the mail and CASH payments WILL NOT be accepted at the office. Tenants and homebuyers shall be

issued computer printed receipts for payments received by the Authority.

#### SECTION D-7:

PAYMENT AGREEMENTS: Circumstances warranting approval of a Payment Agreement to arrange for delayed payment of amounts due include:

1. The execution of a new Payment Agreement of delinquent amounts is required following adoption of this policy for all tenants and homebuyers with accounts receivable.
2. Unusual and unexpected family expenses to be considered on a case by case basis.
3. Sudden loss of income.

Payment Agreements are binding and must be honored by the tenant or home-buyer. Agreements may be re-negotiated only if the Authority determines that a hardship situation exists. However, if a family's "balance due" continues to increase, the Housing Authority will determine whether the family is capable of adhering to any payment agreements. Eviction action may be taken when Payment Agreements are not honored by the family. If a family is able to pay current charges, but is unable to pay past balances, the Housing Authority may make a new agreement. Under a new Agreement, the monthly repayment amount may be reduced, but will not be eliminated completely.

#### SECTION D-8:

FIRST NOTICE OF DELINQUENCY: When a tenant or home-buyer is delinquent, a "Delinquency Notice" shall be sent to the tenant or home-buyer by the Authority. This notice shall be sent on or after the tenth (10th) day of the month and shall state the following:

1. The date of the Notice.
2. The date of rent, monthly payment, and a Flat Service Charge of \$25.00 for late fee will be assessed for both Rental and Home-ownership residents.
3. The total amount due.

After the delinquency notice is sent the tenant has until the 25<sup>th</sup> of the month to schedule a review in the office to discuss the circumstances regarding non-payment of rent/monthly payment. If no response is received the final notice will then be issued on or about the 25<sup>th</sup> of the month.

The Final Notice shall state:

1. The date the rent, monthly payment, or other charges are due.
2. The total amount due.
3. That the total amount due must be received by the 30th day of the month or a Notice to Terminate shall be delivered.
4. That the tenant or home-buyer is entitled to request a consultation meeting in accordance with the Authority's Grievance Policy.

The Notice to Terminate is the final notice before a complaint is filed in Court of Jurisdiction in compliance with Tribal Ordinance 01-93.

#### SECTION D-9:

NOTICE TO TERMINATE AND WRIT OF RESTITUTION: Unless the current amount past due has been paid, or a Payment Agreement has been reached by the first day of the next month, a Notice to Terminate shall be delivered in accordance with Tribal Ordinance No. 01-93:

1. The Notice to Terminate shall be in effect 30 days after delivery to the tenant or home-buyer.
2. The Notice to Terminate shall state that the tenant or home-buyer is entitled to request a conciliation meeting in accordance with the Authority Grievance Policy.
3. A Writ of Restitution shall be delivered in accordance with Tribal Ordinance No. 01-93 if the delinquent tenant or home-buyer has not met the conditions of the Notice to Terminate.

4. The Writ of Restitution shall be issued only after the time in the Notice to Terminate.
5. The Writ of Restitution must provide not less than fourteen (14) days following the date of delivery to quit possession except in cases of nuisance or injuries as described in Tribal Ordinance No. 01-93.

This shall be the final action taken before a complaint is filed in Court in compliance with Tribal Ordinance No. 01-93.

#### SECTION D-10:

COURT ACTION: If the Authority files a complaint with the Court, all procedures will be in accordance with Tribal Ordinance No. 01-93.

#### SECTION D-11:

LEAVING WITH DELINQUENCY: If a tenant or home-buyer voluntarily vacates a unit or is evicted without paying all amounts due, he or she shall be ineligible for any assistance until the amount due is paid in full.

#### SECTION D-12:

##### CHARGES IN ADDITION TO RENT OR MONTHLY PAYMENTS:

Types of additional charges:

1. Damages to a Unit.
2. Any established penalties assessed on delinquent amounts.

Should a hearing be requested and granted by the Authority, the decisions of the Authority are final. Hearing decisions may be classified as:

1. Find that there are no damages; or
2. Find a lesser amount of damages; or
3. Find that the damages are the same as in the finding.

If the damages are found to be the fault of the tenant, the tenant shall have thirty (30) days to pay for the damages. In the event the damages are not paid within the prescribed time period, the Authority shall then proceed in the same manner to collect the damages

or evict the tenants as if such damages were delinquent rent. For more costly damages, the Authority, at its discretion, may allow for an extended payment plan.

#### **SECTION D-13:**

VACANCY WITHOUT NOTICE: If a tenant or home-buyer vacates a unit without giving notice as required in his lease or MHO Agreement, the Authority will charge the tenant for rent or payments for a period of time equal to the amount of time short of the required length of notice.

#### **SECTION D-14:**

USE OF THE MUTUAL HELP EQUITY: When a home-buyer vacates a unit, the Authority may use acquired equity in the MEPA account to pay for any damages to the unit, and any other costs associated with preparing the unit for resale. The vacated home-buyer shall receive an accounting of these costs.

Sweat equity shall be deposited into an account to be used to cover excessive damage amounts beyond the amount of MEPA monies available.

#### **SECTION D-15:**

AUTOMATIC PAYMENTS AND PAYMENTS IN ADVANCE: The Authority will cooperate with tenants and homebuyers who wish to pay their rent or monthly payments in advance. Once rents or payments are paid in advance, no refunds will be issued on these advances.

#### **SECTION D-16:**

APPEALS: If a tenant or home-buyer (past and present) disagrees with an action or decision affecting any part of this policy, he/she may make an appeal at the next monthly scheduled NPHA Board of Commissioners Meeting as stated in the Appeals Policy.

In no case may a tenant or home-buyer withhold rent, monthly payments, or other charges due the Authority while awaiting a decision on an Appeal.

#### **SECTION D-17:**

INELIGIBILITY: If a tenant or home-buyer vacates a unit without giving notice or is evicted, he/she shall not be eligible to apply for a unit for a two (2) year period or earlier with the approval of the NPHA Board of Commissioners.

**NORTHERN PONCA HOUSING AUTHORITY**

**RENT COLLECTION POLICY**

**ADENDUM #1 - NON-SUFFICIENT FUNDS CHECK POLICY**

It shall be the policy of the Northern Ponca Housing Authority (NPHA) to accept personal checks from residents to pay their monthly rent/lease payment. If at any time the check accepted by the Housing Authority should not clear the resident's bank account, the NPHA will not accept another check from the resident for a probationary period of 6 months. If after that 6 months the resident refers back to sending checks for their rental/lease payment and if the check should happen to not clear the account the probationary period will be put into place again.

The resident will from that point on pay their monthly rent/lease by money order or cashier's check from their bank. Personal checks from bank accounts will not be allowed.

The following charges will be applied to the resident's account following the non-sufficient funds check.

1. Monthly rent that has not been paid
2. Late Fee of \$25.00, if after the 10<sup>th</sup> of the month
3. Returned check charge of \$25.00
4. Bank fee of \$3.00

There will be no exceptions to this rule.

04/2000

## NORTHERN PONCA HOUSING AUTHORITY

### PAYMENT INCENTIVES POLICY

**POLICY: Incentive For Automatic Payroll /Checking Account Deduction  
For Monthly Payment of Rent**

Whereas, the Board of Commissioners of the NPHA wishes to adopt a written policy to set forth requirements, and to implement them regarding the payment of monthly rent through the use of voluntary automatic payroll deduction or electronic checking withdrawal to earn a 10% reduction of the monthly rental payment.

Now therefore, upon proper notice, motion, and vote, the NPHA Board of Commissioners does hereby establish the "Rental Incentives Policy".

1. Procedure- Upon receipt of notice from the employer that the resident of an NPHA housing unit has set up (through his/her employer) automatic payroll deduction for the purpose of payment of rent and that the employer has agreed to withhold the amount specified by the employee (resident) and forward it directly to the Northern Ponca Housing Authority for the payment of monthly rent;  
Or in the case of Self-Employment the NPHA receives notice from the bank of the resident that he/she has agreed to electronic checking account withdrawal for the purpose of payment of monthly rent the resident shall receive a 10% discount on the amount of his/her monthly rental payment.
2. Content - It must be understood by the resident (employee) that if at any time his/her employer fails to properly forward payment of the amount withheld to the NPHA this agreement will be terminated immediately and the resident shall be responsible for the entire amount of the monthly rent (no 10% discount will be allowed). In the case of Self Employed residents, if at any time the NPHA fails to receive by Electronic Wire Transfer the funds withheld from the residents' checking account this agreement will be terminated immediately and the resident shall be responsible for the entire amount of the monthly rent (no 10% discount will be allowed).

7/2001