

# **SALISH AND KOOTENAI HOUSING AUTHORITY**

## **COLLECTION POLICY**

**This Collection Policy was adopted by the Salish and Kootenai Housing Authority Board of Commissioners on the 1<sup>st</sup> day of September, 2021.**

# **Collection Policy**

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## **SECTION 1**

### **Purpose and Applicability**

The purpose of the Collection Policy will be to inform the customers of established guidelines for collection of rent, house payments, lot fees, housing services, service orders and other charges. The goal of the policy is to collect the amounts owed to the Salish and Kootenai Housing Authority, herein after referred to as the Housing Authority, to ensure the continuation of adequate housing services, while providing for the safety and well-being of all customers and promoting fairness and due process.

This Policy shall provide for all parties associated with the housing programs to employ uniform actions to enforce the collection of money owed to the Housing Authority. In establishing the Housing Authority, the Tribal Council declared in Ordinance 38C, the power of the Tribal Courts shall be utilized to enforce eviction for nonpayment of rent or other violations and in the collection of amounts owed to the Housing Authority for other charges. In cases where termination of a lease or other binding contract is a part of the action, and understanding that lease termination or other legal action is the last remedy for nonpayment, the Housing Authority will attempt to collect payment so the necessity for lease termination is minimized.

The Housing Authority staff will proceed with the collection process without exceptions. The intention of this policy is to resolve debts quickly to avoid the accumulation of large debts. A copy of the policy will be posted and made available to the public as requested.

## **SECTION 2**

### **Monthly Billing**

Billing will be processed during the last week of each month and statements will be mailed by the first of the following month. The statement for current charges shall be a courtesy reminder only, and failure to receive the statement in a timely manner shall not excuse the customer from making full payment when due.

Payments may be made by cash, check, money order, credit card, Electronic Fund Transfer (EFT) or automatic payroll deduction. Cash, checks, credit card or money orders brought in to the Housing Authority for payment will be received at the payment window and a receipt will be issued. Payments received by mail, EFT or payroll deduction will be issued a receipt upon request.

Recurring monthly charges for all programs are due on the first of each month and delinquent after the tenth of each month unless other arrangements are made with the Housing Authority.

On the 11<sup>th</sup> day of the month, if accounts are not paid as agreed, Customer will be issued a 14-Day Notice to Pay in Full or Vacate and assessed points, if applicable, as determined by the signed lease agreement. Payments not received on Water/Sewer accounts will be subject to the provisions and late fees stated in the Public Water/Sewer Systems Plan of Operations Section 7, Billing.

## **SECTION 3**

## **Late Payment of Required Monthly Charge or Lot Fees**

If a Customer is unable to make the established monthly rent charge or lot fee when due, he/she must request an extension from the Housing Authority. Such extension shall be documented in writing and signed by both the customer and the Housing Authority and approved prior to the 10<sup>th</sup> of each month.

### **SECTION 4**

#### **Change of Payment Date**

When an agreement has been made to make payments at a date other than the first of the month, the delinquent date will be the next day following the established due date. Such arrangements will be documented in writing and signed by both the customer and the Housing Authority.

Extensions or Agreements that are not paid as agreed will be issued a 14 day Notice to Pay in Full or Vacate and be subject to an assessment of points as applicable per the signed lease agreement. If a 14-day notice is issued this will void the current Extension or Agreement and the due date of payment will revert back to the first of each month. A new Extension or Agreement will have to be done.

### **SECTION 5**

#### **Payback Agreements**

A Payback Agreement is an agreement entered into by the Housing Authority and a customer for the payment of charges other than monthly rent charges or lot fees when additional time is needed to repay the amount due. Payback agreements will not be authorized for past due rent or lot fees. The collections personnel will negotiate the Payback Agreement as needed utilizing the matrix below. If the Payback Agreement is breached this will void the current Payback Agreement and a new Payback Agreement will have to be done. A Tenant/Customer is allowed only two (2) Payback Agreements to be in place at any given time.

Minimum monthly Payback Agreement amounts will be established utilizing the criteria below:

AMOUNT DUE	MINIMUM PAYMENT REQUIRED
\$-0- - \$50.00	Pay in full
\$50.01 - \$100.00	\$10.00
100.01 - \$500.00	\$25.00
\$500.01 - \$1,000.00	\$50.00
\$1,000.01 and above	\$100.00

Non-payment of Payback Agreements will be forwarded to the appropriate department and could result in eviction action or service cancellation.

If the Customer or a member of the Customer's household has a payback agreement with the Housing Authority on a previous or current accounts receivable, the Customer must insure that he/she and/or the Customer's household member adheres to the payback agreement until paid in full. If the payback agreement is breached, an eviction notice or termination of services will be processed.

## **SECTION 6**

### **Voluntary Per Capita Withhold Agreement**

If the customer's income does not allow for a Payback Agreement utilizing the criteria above, the customer must enter into a Voluntary Per Capita Withhold Agreement if their Per Capita is unencumbered.

A Voluntary Per Capita Withhold Agreement is an agreement entered into by the customer and the Housing Authority, and filed with the Tribal Enrollment Office. The Collections personnel will have discretionary authority to negotiate Voluntary Per Capita Withhold Agreement amount as needed, i.e. \$200.00 or \$400.00. A customer is allowed two Voluntary Per Capita Withhold Agreements to be in place at any given time. The Voluntary Per Capita Withhold Agreement is satisfied when paid in full.

## **SECTION 7**

### **Small Claims and Civil Filings**

If the Collections Personnel are unable to collect monies owed to the Housing Authority by agreement, monies owed will be collected through Civil or Small Claims proceedings in Tribal Court.

## **SECTION 8**

### **Vacated Accounts**

For customers who have moved or were evicted from a property managed by the Housing Authority, the Housing Authority will verify that all charges have been posted to the account. For accounts with a credit balance, the Housing Authority will process a refund. For accounts that have a balance due, the Housing Authority will collect monies owed in accordance with Sections 5 through 7 above.

When a tenant dies while occupying a property managed by the Housing Authority, the Housing Authority will verify that all charges have been posted to the account. All credits or accounts receivable amounts will be forwarded to the Tribal Court for disbursement or collection.

For the Flathead Finance Program customers who have vacated or been evicted from the property that they have received assistance for, the Housing Authority will verify that all charges have been posted to the account. For accounts that have a balance due, the Housing Authority will collect monies owed in accordance with Section 5 through 7 above.