

**POLICY AND PROCEDURES FOR TERMINATION OF RENTAL  
LEASE/MHOA  
FOR NON-PAYMENT AND ALL OTHER CAUSES  
INCLUDING  
PROCEDURES FOR COLLECTION OF RENT, HOMEBUYER PAYMENTS  
AND OTHER NCIHA COLLECTION ACCOUNTS**

**INTRODUCTION**

The following procedures shall be followed to assure prompt payment of rents, homebuyer payments, and all other obligated accounts.

**A. RENT PAYMENTS**

1. Rent and homebuyer payments are due and payable on or before the first day of each month.
2. Payment is to be made as follows:
  - a. Monthly rent/homebuyer payments are to be paid by personal check or money order made out to the Northern Circle Indian Housing Authority and mailed to Northern Circle Indian Housing Authority's account at the:

WELLS FARGO BANK  
717 SOUTH STATE STREET  
UKIAH, CA 95482

- b. Payments may be made by payroll deductions. With the consensus of the Housing Authority, a tenant or homebuyer may make arrangements with his or her employer to have the required rent or monthly payment deducted from his or her earnings. The employer shall be responsible for mailing the required payment to the Housing Authority at least once each month (payments may be made bi-weekly). The Housing Authority shall promptly inform an employer of a tenant or homebuyer of any change in the required payment by reason of changes in the Housing Authority rent or payment schedule, or change in tenant/homebuyer family composition or for any other reason.

**B. OTHER PAYMENT OBLIGATIONS**

1. Payments for repair, water, garbage, sewer, court costs, other miscellaneous accounts receivables are due and payable on or before the 10<sup>th</sup> day of the month, if the 10<sup>th</sup> falls on a Sunday or legal holiday, and the payment is received on the next business day, the payment is considered on time unless tenant is considered delinquent.
2. Payments are to made as follows:
  - a. Except rent or house payment, all other payments are to paid by personal check or money order (no cash), made out to Northern Circle Indian Housing Authority and either mailed or delivered to:

Northern Circle Indian Housing Authority  
694 Pinoleville Drive  
Ukiah, CA 95482

**C. TENANT AND HOMEBUYER DELINQUENT ACCOUNTS**

Prompt payment of rent and homebuyer payments is a requirement for continued occupancy by a tenant or homebuyer in a rental or homeownership project operated by Northern Circle Indian Housing Authority. Payments not received at Wells Fargo Bank by the tenth day of the month are considered delinquent. A late fee of \$25.00 will be assessed on the 11<sup>th</sup> of each month the account is delinquent, unless the 10<sup>th</sup> falls on a Sunday or legal holiday, and the payment is received on the next business day, the payment is then considered on time.

The Housing Authority, upon determining an account to be delinquent, shall proceed as follows:

1. On the ELEVENTH day of the month or first working day after the tenth, the Housing Authority shall serve the tenant or homebuyer with a written Notice of Delinquency.
2. The Notice of Delinquency shall be served by:
  - a. Regular mail to the tenant or homebuyers mailing address.
3. The Notice of Delinquency shall include the following:

- a. A demand for immediate payment of the amount delinquent.
- b. A statement to the effect that prompt payment is a requirement for continued occupancy and to avoid the necessity for the Housing Authority to resort to eviction of the tenant or homebuyer.
- c. Resident may request to obtain counseling related to efficient budgeting of their household finances.
- d. A statement that the tenant or homebuyer has fifteen (15) days from the date the Notice of Delinquency is mailed from the Indian Housing Authority office to tenant or homebuyer, if he or she has not complied with this notice, the requirements contained in the Lease or MHO Agreement concerning the required rent or homebuyer payments or for other cause, the Housing Authority shall serve the tenant or homebuyer with a Notice of Termination.

**D. TERMINATION OF LEASE OR MUTUAL HELP AND OCCUPANCY AGREEMENT FOR NON PAYMENT OF RENT OR HOUSE PAYMENTS**

In the event that the tenant or homebuyer fails to respond or comply with the Notice of Delinquency or with any of his or her obligations under the Lease or MHOA the Northern Circle Indian Housing Authority shall serve the tenant or homebuyer with Notice of Termination by mail. Mail is still considered delivered even if tenant refuses to accept or claims they did not receive it.

1. Procedure for Termination of Lease or Mutual Help and Occupancy Agreement.
  - a. The decision to terminate a tenants lease or a homebuyers MHO Agreement shall be made by the Northern Circle Indian Housing Authority hearing panel consisting of three members of the Board of Commissioners and shall require an affirmative vote by the majority of the panel.
  - b. The Northern Circle Indian Housing Authority hearing panel shall schedule a hearing at the time and place

as set forth in the Notice of Termination which shall be no earlier than 10 days and no later than 20 days after the IHA mails the Notice of Termination. At this hearing the tenant or homebuyer may respond to the Housing Authority's reasons for termination. He may be represented or accompanied by a person of his choice, including a representative of the tribal government.

- c. The Housing Authority shall make its decision on termination of the lease or MHO Agreement on the evidence presented at the hearing. However, no action for the eviction shall be commenced prior to 30 days of Notice of Termination. During the thirty (30) day period the tenant or homebuyer shall be allowed to cure the breach of the condition to carry out his or her obligations contained in the Lease or MHO Agreement. Delinquent amounts must be paid in full.
- d. When a tenant is considered delinquent, any payment(s) must include the current month to be considered "paid in full" before the account is deemed current and before the cancellation of a pending termination action. If account is not paid in full, the eviction process continues.

#### **E. REPAYMENT AGREEMENTS FOR RENT OR HOUSEPAYMENTS**

- 1. Only the hearing panel shall have the authority to enter into repayment agreement with a delinquent tenant, and such repayment agreement must be decided upon at the scheduled hearing before the hearing panel. The Executive Director shall have the authority to reschedule one time only the tenant's hearing before the hearing panel should the tenant miss their regularly scheduled meeting date. The rescheduled hearing panel meeting date can extend only to the next month and not beyond.
- 2. In the event a tenant enters into a repayment agreement with the Housing Authority, all payments called for pursuant to the repayment agreement, as well as all current payments, must be on time and in full. If any payment under the repayment agreement or any current payment is late or not paid in full, the Executive Director shall notify the Housing Authority attorney to proceed with eviction. The terms of all repayment agreements shall not exceed 12 months.

Tenant/Homebuyer will be given 1 week to sign and agree to terms of repayment agreement. Failure to do so will be automatic forfeiture of repayment resulting in continuation of eviction action.

3. If the Hearing Panel does not enter into a repayment agreement with the delinquent tenant, then it shall authorize the Housing Authority attorney to begin eviction proceedings once the 30 day period of the termination notice has expired.
4. Should the tenant/homebuyer fail to cure the breach, by paying the total balance owed which includes the current month, the Indian Housing Authority shall immediately commence eviction proceedings in the appropriate court.
5. Should the tenant or homebuyer report that they no longer receive income in their household, the Repayment Agreement terms shall be suspended until the tenant or homebuyer regains income. Once tenant regains income, the terms of the repayment agreement will be activated.
6. Multiple Repayment Agreements is allowed as long as the repayment agreements are for different causes.
7. No more than 2 repayments will be approved within a 12 month period for any resident that fails to comply with the terms of a previous repayment agreement.

**F. TERMINATION OF TENANT OR HOMEBUYER FOR OTHER MONETARY OBLIGATIONS**

1. The procedure for Termination of Lease or Mutual Help and Occupancy Agreement
  - a. If the tenant has not complied with the requirements contained in the Lease or MHOA, concerning payments of required debts, the Housing Authority shall serve the tenant or homebuyer with a Notice of Termination on the 25<sup>th</sup> day of the month.
  - b. The NCIHA hearing panel shall schedule a hearing at the time and date set forth in the Notice of Termination. At this hearing the tenant may respond to the housing authority's reasons for termination and can request a repayment agreement. Tenant may be

represented or accompanied by a person of his or her choice.

- c. No action for the eviction shall be commenced prior to the 30 days of the Notice of Termination. During the 30 day period the tenant may cure the breach by submitting payment in full by paying the total balance owed which includes the current month.
- d. Collection of rent or other money owed by a tenant after termination notices are sent to tenant shall not constitute a waiver of any pending termination of the Tenant Lease or MHOA.

**G. TERMINATION OF LEASE AND MHOA FOR CAUSE**

In the event the tenant or homebuyer violates a provision of their lease or MHOA, any NCIHA program policy or requirement the following procedures shall be implemented:

Lease/MHOA Violation will be identified and acknowledged by NCIHA.

Resident Issues Committee processes information according to the adopted procedures:

1. A Notice of Lease Violation will be sent by certified and regular mail specifying a time and location for a tenant meeting.
2. The Resident Issues Committee may make a formal agreement with the resident regarding specific lease violations and how to “cure” the breach of lease.
3. Resident Issues Committee will make recommendations to the Board of Commissioners for disposition of Lease/MHOA Agreement.

**H. NON CURABLE AND/ OR ACCELERATED TERMINATION OF LEASE OR MHOA**

1. Depending on the severity of a lease violation, the Board of Commissioners may find it necessary to deem a Termination action “Non-Curable”. A Non-Curable action indicates that the individual tenant has no recourse to cure

the breach of lease and that the termination action will not be rescinded for any reason. The Board may also have reason to accelerate non-curable termination actions. The types of termination actions that may be accelerated are those involving the following, but are not limited to:

- \* Drug violations
- \* No utilities (water, sewer, electricity)
- \* Acts of violence that threaten the health and safety of other residents
- \* Deliberate destruction of leased property
- \* Excessive damages

The Accelerated Termination process shall require a three-day notice only, which three-day notice shall constitute a termination notice to the tenant. Said three-day notice shall specify the nature of the tenant's breach and a demand that the tenant relinquish possession, and shall be served in accordance with California law.

2. Payment will not be accepted for a resident once any non-curable action has been taken by the NCIHA Board of Commissioners for any reason.
3. Any payment made to NCIHA after Board votes on a non-curable action will be immediately returned to the resident.

## **I. EVICTION**

Procedure for eviction of a tenant or homebuyer.

1. Before taking action to evict a tenant or homebuyer, the Housing Authority must comply with the procedures as set out above.
2. The Housing Authority shall file a civil complaint with the appropriate court as designated in the Tribal Ordinance.
3. The complaint shall be in writing under oath containing a statement of fact (or charges) which includes:
  - a. A request to the Court for eviction of the tenant or homebuyer.
  - b. The name and address of the tenant or homebuyer.

- c. A copy of the following documents:
  - 1. Lease between the tenant and the Housing Authority or
  - 2. Mutual Help and Occupancy Agreement.
- d. The reason for the request for eviction.
- e. A copy of the Notice of Delinquency served on the tenant or homebuyer.
- f. A copy of the Notice of Termination served on the tenant or homebuyer.

## **J. COURT PROCEEDING**

- 1. The proceedings used to obtain a court order for eviction may be an Action for Forcible or Unlawful Detainer and the Orders obtained a Writ of Restitution.
- 2. The Housing Authority in seeking the “Writ of Restitution” shall also seek payment of all back rent or monthly payments, utilities and other charges, as appropriate, owed to the Housing Authority.
- 3. Except as stated in paragraph 4, all tenants will be liable for costs once a complaint has been filed in court regarding a tenant eviction for non payment of rent or any other lease violations. That tenant will be allowed to remain in possession of the leased premises if the tenant brings his or her rent entirely up to date, including the current month and so long as the tenant pays all costs incurred by Northern Circle Indian Housing Authority relating to the service of the 3-day Notice, service of the complaint and summons and filing of the complaint and summons. The tenant shall be allowed to repay the costs, but costs only, over time, but any such repayment agreement must be in writing, must be approved by the Executive Director of Northern Circle Indian Housing Authority, and must be at the rate of at least \$25.00 per month, not exceed 12 months, beginning the month following the execution of any such repayment agreement.

A tenant shall not be allowed to remain in possession of the leased premises unless all costs are paid or a repayment agreement for costs is entered into between the tenant and Northern Circle Indian Housing Authority, and unless all rent is brought current. If a complaint for eviction has not previously been filed against this tenant, the tenant shall not be responsible for payment of costs. A repayment agreement for court costs must be entered into within 1 week after payment in full for underlying obligation has been received by housing authority. Failure to do so will be an automatic forfeiture of repayment and will result in the continuation of eviction action unless payment for court costs is paid in full.

4. A tenant will not be allowed to remain in possession of the leased premises if a complaint for eviction due to non-payment has been filed against that same tenant within 12 months of the filing of any complaint for eviction for non-payment. Under those circumstances, Northern Circle Indian Housing Authority will not accept any rent from the delinquent tenant once a second complaint for eviction due to non payment has been filed with 12 months, and Northern Circle Indian Housing Authority will proceed with eviction. Payment will be accepted up to and on day of (until 5:00 p.m.) the filing of the second unlawful detainer complaint.
5. No tenant shall be allowed to enter into a repayment agreement for costs as specified in above paragraph 3 if there is any outstanding balance owing on a repayment agreement.

## **K. COLLECTION FOR DAMAGES**

1. Tenants are responsible for damage to their units, other than normal wear and tear, caused by themselves, members of their families, or their guests.
2. In the event the Housing Authority 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, the Housing Authority shall repair the damage and send a letter to the tenant requesting payment for the repairs. This letter shall inform the tenant of the repairs made, the amount owing (showing materials and labor involved), and that the tenant should immediately contact

the Housing Authority to make arrangements satisfactory to the Housing Authority for the repayment of the amounts owing. This letter shall also inform the tenant of his or her right to request a grievance hearing regarding the matter.

3. If the tenant fails to contact the Housing Authority or fails to comply with any arrangements made for payment of the money owed the Housing Authority, then the Housing Authority shall send a letter to the tenant advising him or her that the Housing Authority will pursue termination action.

#### **L. COLLECTION OF MONETARY JUDGMENTS**

1. In the event Northern Circle Indian Housing Authority obtains a Judgment for money against a tenant or ex-tenant, the Board of Commissioners or the Northern Circle Indian Housing Authority shall decide on a case-by-case basis whether to attempt to collect any such Judgment. The Board shall attempt to collect on any such Judgment if the Judgment Debtor is employed and/or the Judgment Debtor has any bank accounts. The Board shall otherwise attempt to collect any such Judgment as it deems appropriate.
2. The Board shall direct the attorney for Northern Circle Indian Housing Authority to attempt to collect on any such Judgment in accordance with its determination pursuant to Paragraph 1 above.

#### **M. COLLECTION OF INCURRED COSTS**

1. In the event the tribe intervenes with a termination action for any resident and requests NCIHA to rescind the termination action, all costs incurred by NCIHA shall be charged back to the tribe.