

STANDING ROCK HOUSING AUTHORITY
COLLECTIONS & COMPLIANCE POLICY



STANDING ROCK HOUSING AUTHORITY COLLECTIONS AND COMPLIANCE POLICY

I. Purpose.

The purpose of this policy is to establish uniform guidelines and procedures to be followed when a participant in the Standing Rock Housing Authority (also referred to as “SRHA”) rental program or Mutual Help and Occupancy Program (hereinafter referred to collectively as “Participant”) fails to comply with any provision of the SRHA Admissions and Occupancy Policy, or any term of her or his Lease Agreement with the SRHA or Mutual Help and Occupancy Agreement (hereinafter “MHOA”) with respect to payment of rent and other charges due, or non-compliance with the Participant’s Lease or MHOA. It is also a purpose of this Policy to provide for collection of debts owed to the SRHA by former SRHA Participants. This Policy is consistent with the Standing Rock Sioux Tribe Code of Justice, Title XIII, Landlord and Tenant Proceedings. It is the goal of the SRHA to assist Participants in complying with SRHA Admissions and Occupancy Policies and the terms and conditions of the Participant’s Lease or MHOA with the SRHA by providing Participants with education, notice of Lease or MHOA violations, and opportunity to remedy such violations where appropriate. However, compliance with the terms and conditions of the Lease or MHOA remains the responsibility of the Participant.

II. Lease and MHOA Payment Collections Procedures.

A. Monthly Payments Required.

1. Lease and MHOA payments, and payments for charges due under the Lease, including maintenance charges, are due on or before the tenth (10th) day of each month. The Participant is required by the Lease or MHOA 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 Participant is in violation of the Lease or MHOA, except for salary deductions and direct deposits which are made timely pursuant to a Salary Deduction or Direct Deposit agreement.
2. Payments must be made to the SRHA by check, money order, Visa, Mastercard, Discover, direct deposit, or salary deduction made payable to the Standing Rock Housing Authority. Payments are deemed made on the date they are received by the SRHA – not the date of mailing.
3. Any returned check shall result in a service charge of \$35.00 to the Participant’s SRHA account.

4. The SRHA shall issue a receipt to the Participant upon receipt of payment. For payments received by means other than in-person payment, the SRHA shall mail the receipt to the Participant.
5. The Participant 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 SRHA. Pursuant to Tribal Council Resolution 039-04 as amended from time to time, all Tribal employees who are delinquent on their payments to the SRHA are required to enter into a Salary Deduction for payment of rent.
6. All SRHA personnel who are Participants in SRHA programs are required to enter into payroll deduction with the SRHA for payment of rent and other charges due.

B. Repayment Agreements.

At any time prior to the date the Participant is issued a Notice of Lease Termination and Notice to Quit Possession of the unit, the Participant may enter into a Repayment Agreement to make arrangements for payment of delinquent accounts. If the Participant is employed, the Participant shall be required to enter into a Salary Deduction Agreement in addition to the Repayment Agreement. The SRHA Collections Officer may also enter into a Salary Deduction Agreement and Repayment Agreement with the Participant prior to the date the Participant is issued a Notice of Lease Termination and Notice to Quit Possession, but such Salary Deduction and Repayment Agreement must provide for repayment of amounts owed to the SRHA within sixty (60) months of the date of the Agreement. Any Repayment Agreement that permits repayment for a longer period of time must be specifically approved by the Board of Commissioners based upon extenuating circumstances. Participants may enter into a Repayment Agreement once.

Any Participant who stops a Salary Deduction when they are delinquent on their accounts shall be in violation of the Repayment and Salary Deduction Agreement, and in violation of their Lease. No SRHA personnel have authority to make exception to this requirement.

Any Participant who violates a Repayment Agreement by failing to make payments due under the Agreement must pay the balance due in full prior to the filing of an Eviction complaint by the SRHA in Court to remain in the housing unit. SRHA shall proceed to terminate the Lease of any Participant who violates a Repayment Agreement in accordance with Section II(C) of this Policy.

C. Lease Violation Notice, Notice of Lease Termination and Notice to Quit Possession for Nonpayment of Lease or MHOA.

1. The SRHA shall issue the Participant a Notice of Lease Violation the first time a payment due is not made by the tenth (10th) day of the month. For any Participant who has entered into a Repayment Agreement and/or Salary Deduction in accordance with this Policy, Notice of Lease Violation shall be issued only when the Participant's payment amount is less than the amount agreed upon in the Repayment Agreement. The SRHA is not required to issue notices of Lease Violation after the first notice is issued the first time a payment is not paid timely. After the first Lease Violation Notice, SRHA shall proceed to issue a Notice of Lease Termination and Notice to Quit Possession for any subsequent non-payment.
2. If the Participant does not make payment due by the twentieth (20th) day of the month, the SRHA shall proceed to terminate the Participant's Lease or MHOA by issuing a Notice of Lease Termination and Notice to Quit Possession. The Notice of Lease Termination and Notice to Quit Possession shall provide the Participant with notice of the basis for Lease Termination, and notice of the amount of time the Participant has to vacate the housing unit, which shall be not less than five (5) days from the date the Notice is received. Notice of Lease Termination and Notice to Quit Possession shall be served on the Participant or an adult residing at the unit in person or, if neither can be found, by affixing the notice to a conspicuous part of the premises. A Return of Service form shall be completed by the person serving the notice in accordance with the Standing Rock Sioux Tribe Code of Justice, Title XIII requirements. If the Participant depends upon social security or public assistance to pay rent, the Notice of Lease Termination and Notice to Quit shall also be served upon the Tribal Chairman and Superintendent of the Bureau of Indian Affairs by delivering a copy to them or their designee to receive service. **There shall be no administrative Grievance process available for nonpayment of rent and charges due.**
3. If the Participant pays the balance owed in full prior to the date the Participant is issued a Notice to Quit Possession of the Unit, or SRHA permits the Participant to enter into a Repayment Agreement and/or Salary Deduction in accordance with this Policy, SRHA shall issue a Notice of Lease reinstatement to the Participant, and shall issue a Lease Addendum, which the Participant must sign, specifying additional conditions the Participant must meet in order to lease the housing unit.

D. Eviction Proceedings.

1. **Eviction Proceedings.** Upon the issuance of and service of a Notice of Lease Termination and Notice to Quit Possession as set forth in Section

II(C)(2) of this Policy, if the Participant has not vacated the unit voluntarily by the time specified in the Notice of Lease Termination and Notice to Quit Possession, the SRHA shall pursue eviction in Tribal Court.

2. **Settlement Prior to Court Ordered Eviction.** The Executive Director may, but is not required to, 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 Participant, prior to a court eviction hearing date. The Participant shall be responsible for any courts cost and/or attorney fees paid by the SRHA even if a settlement is approved. No Participant 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 to avoid SRHA pursuing Participant's eviction.
3. If a settlement is reached prior to a court eviction hearing, the SRHA shall enter into a Stipulated Order of Judgment with the Participant providing for a Court Order, which shall include the following:
 - i. A schedule for repayment of the balance due and owing to the SRHA;
 - ii. Requirement that the Participant make all payments due on or before the tenth day of each month on time;
 - iii. Requirement that the Participant abide by all other Lease provisions as a condition of Lease re-instatement; and
 - iv. Requirement that if Participant violates the Lease or fails to make timely payment, the SRHA may proceed directly to Court, by filing of an Affidavit verifying the Participant has violated the Court's Order by violating the Lease and filing a Motion for a Hearing and Order of Eviction.
4. If a settlement is reached prior to a court eviction hearing, the SRHA shall also issue to Participant a Notice of Lease Re-instatement, and a Lease Addendum specifying these additional conditions on the Lease, which the Participant must sign as a condition of settlement.
5. **Costs in Eviction Proceedings.** The Participant shall be responsible for any court costs and/or allowable legal fees and expenses paid by the SRHA in pursuing an eviction in Tribal Court.

E. Collection of Vacated Accounts.

1. The SRHA Collections Clerk shall ensure that a Participant who no longer resides in a SRHA housing unit, but owes a balance left owing to SRHA, is provided with Notice stating that a balance is owed on the SRHA account, the amount of the balance, and that if the balance owed is not paid within twenty (20) days of the date the notice is delivered, the SRHA will proceed to file a Complaint in Tribal Court to secure a Judgment and collection of the debt owed. The Notice shall provide the Participant with the address, telephone number, and name of the Collections Clerk to make payment arrangements.
2. If payment is not received by the SRHA on or before the twentieth (20th) day following the date the delivery of the Notice, SRHA shall file a Complaint in Tribal Court for Judgment on the Debt in accordance with the Standing Rock Sioux Tribal Code of Justice. The Participant shall be responsible for any allowable court costs and legal fees and expenses paid by the SRHA, even if payment in full is received after a Complaint is filed in Tribal Court.

F. Orders of the Standing Rock Sioux Tribal Court on Debts Owed to the SRHA.

The SRHA shall abide by any order of the Standing Rock Sioux Tribal Court dividing or assigning any debt owed by Participants to the SRHA. Unless the Tribal Court has specifically ordered assignment of a debt, all Participants are jointly and severally liable for any debt owed to the SRHA.

G. Effect of Debt Owed to the SRHA and Repayments Agreements. Any Participant or former Participant who has failed to make required payments to SRHA, but has not entered into a Repayment Agreement with the SRHA and made at least one full payment required under that Agreement shall be considered to owe a debt to the SRHA that has not been repaid, and shall not be reported as eligible for election to public office under Tribal law. In addition, any Participant or former Participant who violates a Repayment Agreement by failing to make payment shall be considered to owe a debt to the SRHA and shall not be reported as eligible for election to public office under Tribal law unless and until the amount owed to the SRHA is paid in full. The SRHA will not authorize any new Repayment Agreements for former Participants not currently in a Repayment Agreement. Any former Participants who owe a debt to the SRHA shall be handled in accordance with subsections (E) and (F) of this Section.

H. Reports on Collections Activity Required. The Collections Clerk shall provide to the Executive Director and Board of Commissioners on a quarterly and annual basis, a report including:

1. The rate of collections on i) tax credit projects on a project by project basis; ii) NAHASDA rental units; iii) MHOA units; and iv) vacated accounts. The rate of collection shall be reported monthly as well in a separate report;
2. The number of Lease Terminations issued to Participants for failure to make timely payment of amounts due;
3. The number of Repayment Agreements and Salary deductions entered into;
4. The number of Complaints filed in Tribal Court for non-payment of rent or other charges due; and
5. The results of any complaints filed in tribal court for non-payment of rent or other charges due.

The Collections Clerk 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 SRHA.

III. Procedures for Handling all other Lease Violations.

- A. Utility Disconnection.** If utilities are disconnected from a SRHA unit more than once, or for more than three (3) days, the SRHA may terminate the Lease using the procedures set forth in Section III(E) of this Policy. If the SRHA determines the unit is abandoned, the SRHA may in the alternative issue Notice of Abandonment as set forth in Section III(B) of this Policy.
- B. Abandonment.** All provisions regarding a Participant's abandonment of their unit are found in the SRHA Admissions and Occupancy Policy.
- C. Violations Requiring Immediate Lease Termination.** Where indicated in the SRHA Admissions and Occupancy Policy, the serious nature of certain violations requires immediate Lease violation. In such a case, SRHA shall begin with Section III(E) of this Policy without first serving Participant with any Lease violations.
- D. All Other Lease Violations.** For all Lease violations which do not provide for immediate Lease termination or a unique process – such as utility disconnections and abandonments- in the SRHA Admissions and Occupancy Policy, SRHA shall issue a Lease violation for each separate violation. Multiple violations may be issued for the same behavior if the Participant is instructed to rectify a Lease violation within a reasonable time period and fails to do so. If a Participant unreasonably fails to rectify a Lease violation, or is deemed by SRHA to be a

habitual Lease violator – as evidenced by (i) the number of Lease violations a Participant has accumulated, particularly when close in proximity to each other, or (ii) by the Participant's disregard for SRHA policy and/or a reasonable Participant's responsibilities for a rental unit - SRHA shall proceed to terminate the Participant's Lease under Section III(E) of this Policy.

E. Lease Termination Policy.

- 1. Notice of Lease Termination and Notice to Quit Possession of the Unit.** If the SRHA proceeds to terminate the Participant's Lease or MHOA, the SRHA shall issue a Notice of Lease Termination and Notice to Quit Possession. The Notice of Lease Termination and Notice to Quit Possession shall provide the Participant with Notice of the basis for Lease Termination, and Notice of the amount of time the Participant has to vacate the housing unit, which shall be not less than five (5) days from the date the Notice is received. Notice of Lease Termination and Notice to Quit Possession shall be served on the Participant or an adult residing at the unit in person or if neither can be found, by affixing the notice to a conspicuous part of the premises. A Return of Service form shall be completed by the person serving the notice in accordance with the Standing Rock Sioux Tribe Code of Justice, Title XIII requirements. If the Participant depends upon social security or public assistance to pay rent, the Notice of Lease Termination and Notice to Quit shall also be served upon the Tribal Chairman and Superintendent of the Bureau of Indian Affairs by delivering a copy to them or their designee to receive service.
- 2. Eviction Proceedings.** Upon the issuance of and service upon the Participant of Notice of Lease Termination and Notice to Quit Possession, if the Participant has not vacated the unit voluntarily by the time specified in the Notice of Lease Termination and Notice to Quit Possession, and if the Participant has a right to file a Grievance but has not done so by the date the Participant is required to quit possession of the unit, SRHA shall proceed to file all legal documents necessary to pursue eviction in Tribal Court.
- 3. Settlement Prior to Court Ordered Eviction.** The Executive Director may, but is not required to, authorize settlement of any eviction action for good cause shown at any time during the eviction process upon the Participant demonstrating he or she has remedied the Lease violation prior to the Hearing date. The Participant shall be responsible for any court costs and/or attorney fees paid by the SRHA even if a settlement is approved.
- 4.** If a settlement is reached prior to a court eviction hearing, the SRHA shall enter into a stipulated Order of Judgment with the Participant, which shall provide for the following:

- i. A schedule for repayment of any balance due and owing to the SRHA;
 - ii. Requirement that the Participant makes all payments due on or before the tenth (10th) day of each month on time;
 - iii. Requirement that the Participant abide by all other Lease provisions as a condition of Lease re-instatement; and
 - iv. Requirement that if Participant violates the Lease or fails to make timely payment, the SRHA may proceed directly to Court, by filing of an Affidavit verifying the Participant has violated the Court's Order by violating the Lease and filing a Motion for a Hearing and Order of Eviction.
5. If a settlement is reached prior to a court eviction hearing, the SRHA shall also issue to Participant a Notice of Lease Re-instatement, and a Lease Addendum specifying these additional conditions on the Lease, which the Participant must sign as a condition of settlement.
6. **Costs in Eviction Proceedings.** The Participant shall be responsible for any court costs and/or allowable legal fees and expenses paid by the SRHA in pursuing an eviction in Tribal Court.

**STANDING ROCK HOUSING AUTHORITY
RESOLUTION NO. 19-109**

WHEREAS, the Standing Rock Housing Authority is a duly-chartered entity by and for the Standing Rock Sioux Tribe ("Tribe") to serve as the designated-housing agency for the Tribe to provide administrative and management continuity in the provision of housing to the Tribe's membership pursuant to Standing Rock Sioux Tribal Code of Justice ("COJ") Title 17 and any bylaws, policies and regulations adopted thereunder;

WHEREAS, pursuant to Section IV of the Bylaws of the Standing Rock Housing Authority and COJ § 17-106(a), the affairs of the Standing Rock Housing Authority are managed by the Board of Commissioners;

WHEREAS, pursuant to COJ § 17-107(c)(10), the Standing Rock Housing Authority is authorized to make rules and regulations concerning the selection of tenants or homebuyers; the occupancy, care and management of housing units; and on other matters as the Board of Commissioners may deem necessary to effectuate the management of the Standing Rock Housing Authority; and

WHEREAS, the Board of Commissioners has approved amendments to the Standing Rock Housing Authority Collections and Compliance Policy to ensure it does not conflict with contemporaneous revisions to the Standing Rock Housing Authority Admissions & Occupancy Policy;

NOW THEREFORE BE IT RESOLVED, that pursuant to the authority vested in the Board of Commissioners, the Standing Rock Housing Authority Collections and Compliance Policy is hereby amended and replaced with the attached, revised Standing Rock Housing Authority Collections and Compliance Policy; and

BE IT FURTHER RESOLVED, that the Chairperson and Secretary of the Board of Commissioners are hereby authorized and instructed to sign this resolution for and on behalf of the Standing Rock Housing Authority.

CERTIFICATION

We, the undersigned Chairman and Secretary for the Standing Rock Housing Authority Board of Commissioners, hereby certify that a meeting of the Board was held on the 24th day of September, 2019, and the above Resolution No. 19-109 was approved by an affirmative vote of 21 Yes 0 No 1 Not Voting, and that the Chairman's vote is not required except in the case of a tie.

Dated this 24 day of September, 2019.

ATTEST


Verdel Bobtail Bear, Chairperson

Standing Rock Housing Authority Board of Commissioners



Sterling St. John, Secretary
Standing Rock Housing Authority Board of Commissioners