

## **COLLECTION/EVICTION POLICY FOR THE CAIRO HOUSING AUTHORITY**

### **INTRODUCTION**

The housing authority is subject to Part 24 of the Code of Federal Regulation. Section 950.335 and 950.427, and the Annual Contributions Contract (ACC). This policy sets forth the procedures to be used by housing authority in the Enforcement of prompt payment including the remedy of eviction.

### **SECTION A – PAYMENTS**

1. Prompt payments are a requirement for continued occupancy by a tenant. Rent payments are due and payable on or before the FIRST (1) day of each month. Payments not received on or before the TENTH (10) day of each month are considered delinquent. (If the tenth day of the month falls on a weekend or holiday, payments may be made on the first working day following the tenth day and still be considered current.)
2. Payments are to be made as follows:
  - a. Monthly tenant payments may be made by cash, check or money order. Cash payments must be for the exact amount owed to the Cairo Housing Authority. The authority will not make change when cash payments are made. NO EXCEPTIONS. Payments made by check or money order must be made payable to the Cairo Housing Authority, delivered in person or sent by first class mail to: P O BOX 337, Cairo NE 68824
  - b. Payments may be made on a bi-monthly basis with prior approval by the Executive Director. Approved bi-monthly payments will not be subject to late charges and considered current. Approval will be based on the tenants past performances of not less than three months prior to the request.
  - c. Partial payments for rent will be accepted with the Executive Directors authorization and with appropriate documentation provided by the resident, as to why the full month's rent is not or cannot be paid.
3. There will be a \$20.00 late charge if payments have not been received prior to the first working day following the tenth day of each month.

4. There will be \$35.00 charge paid by the tenant for any returned check.
5. If two checks are returned for any cause, personnel checks will no longer be accepted from the tenant.
6. Payments received after 5:00 pm, weekends or legal holidays, will be posted as of the next working day.
7. In the even of financial duress the tenant may request an extension of payment not to exceed 30 days, subject to approve by Executive Director without penalty. This must be done in person prior to the **1<sup>st</sup> day of the month.**
8. Tenants who pay their full rent but fail to pay miscellaneous charges properly due will also be subject to eviction action. Repeated late payments of rent, defined as failure to pay the amount of monthly rent due by the tenth of the month, three (3) times in a 12 month period, may also be cause for lease termination.

## SECTION B – DELINQUENT ACCOUNTS

Payments not received on or before the Tenth (10) of the month are considered delinquent (see A.1). On the eleventh (11) day of each month, or on the first working day thereafter, the housing authority shall serve all delinquent tenants who have not made his/her tenant payment a written Notice of Delinquency. The Notice of Delinquency shall be mailed or hand delivered. If mailed, the Notice of Delinquency shall be sent to the tenant at last known mailing address. The Notice of Delinquency shall include the following:

1. Notification that a \$20.00 late fee has been charged to their account.
2. A demand for immediate payment of the entire delinquent amount.
3. A statement that prompt payment is required for continued occupancy.
4. A request that if a tenant has had unforeseen circumstances creating problems in making the required payment, the tenant should request that special arrangements be made to enable the delinquent payment to be made over a reasonable period of time by signing a repayment agreement.
5. A statement that the tenant has fifteen (15) days form the date the Notice of Delinquency is mailed or delivered to either:
  - a. Comply with the Notice of Delinquency by submitting payment of the entire delinquent amount; or

b. Enter into a payback agreement

Failure to comply within fifteen (15) day period will result in being served a Notice of Termination.

### SECTION C – PAYBACK AGREEMENT/COLLECTIONS

The Housing Authority will consider and encourage each individual or tenant with a delinquent balance to sign a payback agreement subject to the tenants financial capability to assume the payment increase and has not signed more than one (1) other payback agreement within the past two years that was not paid in full as agreed. The Authority is under no obligation to approve and execute Repayment Agreements and does so only as an accommodation to residents. Failure to make a payment under the payback agreement will automatically reinstate the collection proceedings without further notice to the tenant.

Tenants who move and owe the Cairo Housing Authority money leave in “poor standing” and will not receive a favorable Landlord reference. They also will not be allowed to move into any property owned by the Cairo Housing Authority or another HUD facility unless payment in full or a repayment agreement have been entered into.

### SECTION D – TERMINATION OF LOW RENT LEASE

1. In the event the tenant fails to respond or comply with the Notice of Delinquency or a payback agreement, the Housing Authority shall on the sixteenth (16) day following the delivery or mailing of the Notice of Delinquency, serve the tenant with a written Notice of Termination. The Notice of Termination shall be:
  - a. Sent to the tenant by certified mail, return receipt requested;
  - b. A copy will be sent to the Housing Authority attorney.
2. The Notice of Termination shall serve the tenant with a thirty (30) day Notice of Termination by service of process pursuant to Nebraska statutes number 76-1431 (or another statute under the Uniform Residential Landlord and Tenant Act (URLTA)) If a law change occurs, the law will automatically change this policy with the effective date of the law.
3. The Housing Authority shall include in the Notice of Termination a hearing before the Board of Commissions scheduling the time and place of the

hearing. The hearing shall be no earlier than ten (10) days and no later than twenty (20) days after service of the Notice of Termination.

4. A Notice of Termination shall be sent to a tenant who fails to comply with obligations under the Low Rent Lease Agreement.

#### SECTION E – HEARING

The hearing before the Executive Director provides the tenant the right to respond to the reasons of termination. He/she may be represented or accompanied by a person of their choice.

The Executive Director shall provide his/her final determination to proceed or not proceed with the termination of the tenant within ten (10) days after the tenant hearing. The Executive Director's decision to proceed or not proceed with termination of the Low Rent Lease Agreement will be based on evidence presented at the hearing.

If the Notice of Termination is based on tenant Low Rent Lease Agreement of Noncompliance for other than delinquency, the tenant shall be allowed during the hearing the opportunity to present evidence and assurances to the Housing Authority regarding the cure of the breach of conditions of the lease or agreement and that the tenant will carry out his/her obligations as required under the Low Rent Lease Agreement.

Failure to comply with the approved cure of the breach will automatically reinstate the remaining number of days in the Notice of Termination proceedings.

During the thirty (30) day period of the Notice of Termination the tenant shall be permitted to pay in full the TOTAL DELINQUENT AMOUNT OF THE TENANT PAYMENT.

#### SECTION F – EXPIRATION OF THIRTY DAY NOTICE OF TERMINATION

Upon expiration of the thirty (30) day period, the tenant who has failed to cure his/her breach of the Low Rent Lease Agreement, the Housing Authority shall proceed as follows:

1. Notify the tenant who has failed to cure the Notice of Termination, that the Housing Authorities attorney will be notified to file a civil complaint to evict.

2. Provide the housing authority attorney with all the required information to file civil complaints to evict.

The tenant shall pay the entire amount of the delinquency in order to avoid the filing of an unlawful detainer action evicting them. The Housing Authority will not allow acceptance of partial payments unless it is pursuant to some type of payment program authorized by the Board of Commissioners.

## SECTION G – EVICTION PROCEDURES

1. The Housing Authority's attorney will file a civil complaint in Hall County in the State of Nebraska. The complaint shall be in writing containing a statement of fact (or charges) which includes:
  - a. A request to the court for eviction of tenant.
  - b. The name and address of the tenant.
  - c. The Cairo Housing Authority unit number and location of the Housing Authority.
  - d. A copy of the Low Rent Lease Agreement.
  - e. The reason for the request for eviction and any documentation relating to the cause.
  - f. A copy of the Notice of Delinquency, Notice of Termination, Repayment Agreement (if any), and results from tenant hearing.
  - g. A copy of the tenant payment ledger, and
  - h. A request that the prevailing party be awarded court costs, filing fee, and any other costs relating to the eviction process.

## SECTION H – COURT PROCEEDING

1. The proceedings used to obtain a court order for eviction may be an action for forcible or unlawful detainer or any other action deemed appropriate by the attorney.
2. The Housing Authority in seeking "an action for forcible or unlawful detainer" shall also seek payment of all back-tenant payments owed the Housing Authority, any damages incurred by the tenant above and beyond normal wear and tear, in addition to requesting all court costs.

## SECTION I – ABANDONMENT

1. In the event any lessee abandons his/her unit during the term of their lease/contract for a period of 10 days without the prior approval of the Executive Director, the tenant shall voluntarily waive the substantive procedural safeguards set forth in Sections A, B, C, D, E, F and G of this policy.
2. The term “abandonment” shall be deemed to mean the actual giving up or vacating of his/her unit for ten (10) consecutive days without prior housing authority approval.
3. Abandonment of a unit by the lessee shall result in the remaining members of the lessee qualifying for the unit. Failure to qualify the remaining members of the family shall voluntarily waive the substantive procedural safeguards set forth in Section A, B, C, D, E, F and G of this policy.