

Housing Authority of the Kaw Tribe of Indians of Oklahoma

COLLECTION AND EVICTION POLICIES AND PROCEDURES

**These policies and procedures were adopted by the Housing Authority of the Kaw
Tribe of Indians of Oklahoma
by Resolution # 2014-10 on May 27, 2014. Revised on March 25, 2015 and
approved by the Board of Commissioners by Resolution No. 2015-07**

Policy Statement

The Board of Commissioners of the Housing Authority of the Kaw Tribe of Indians of Oklahoma (“Kaw Housing Authority” or “KHA”) recognizes that it is necessary to adopt and implement collection and eviction policies and procedures in order to operate as a property management business. The Board of Commissioners recognizes that the Kaw Housing Authority relies on the income generated from rent and homebuyer payments and other payments to maintain the property owned and managed by the Kaw Housing Authority and to fund the operations of the Kaw Housing Authority.

The purpose of this policy is to inform the residents and homebuyers of established guidelines for the collection of payments of rent, house payments, housing services, and work orders and other charges. The objectives of this policy are to collect the amounts owed to the Kaw Housing Authority to ensure the continuation of adequate housing services while providing for the safety and well being of residents along with promoting fairness through a due process and to provide procedures for eviction of residents who fail to pay amounts owed to the Kaw Housing Authority or who fail to comply with applicable law, KHA policies, or any agreements by and between the resident and the KHA. This policy is also intended as a means for the Kaw Housing Authority to enforce other requirements residents are expected to comply with such as Admissions and Occupancy policies, rental and homebuyer agreements, payment agreements, homebuyer maintenance responsibilities, utility payments, etc.

For the purposes of this policy, rental and homeownership occupants and other families receiving KHA services will be referred to as ‘residents’. This policy shall apply to residents who have entered into a lease, homeownership agreement, occupant agreement, payment agreement, repayment agreement, contract; or any other type of agreement with the Kaw Housing Authority.

This policy replaces and supersedes any and all prior policies of the Kaw Housing Authority on the subject of collections and evictions. This policy is effective as of the date of adoption.

1. PAYMENTS

A. Due Date

- (1) Rent and homebuyer payments are due on or before the first day of each calendar month.
- (2) If rent or homebuyer payments are not paid in full by the 10th day of the calendar month in which they are due, or if the account has an unpaid balance that carried over from the previous calendar month that is not paid in full by the 10th day of the following calendar month, a ten dollar (\$10) late fee shall be assessed.
- (3) If rent or homebuyer payments are not paid in full by the last day of the calendar month in which they are due, or if the account has any unpaid balance at the end of any month, a late fee of twenty dollars (\$20) shall be assessed. This \$20 late fee is in addition to any \$10 late fee assessed pursuant to 1.A.(1), above.
- (4) If a renter or homebuyer has entered into a Repayment agreement as described in Section 2(B)(1), late fees shall not accrue on the amount included in the repayment plan.¹

B. Where and How to Make Payments

- (1) Rent and homebuyer payments may be made at the Kaw Housing Authority administrative offices located at 9 Kanza Lane, Newkirk, Oklahoma or sent by mail to the Kaw Housing Authority, PO. Box 371, Newkirk, Oklahoma 74647.
- (2) Payments shall be made by cashier's checks, money orders or personal checks. Cash is not accepted by the Kaw Housing Authority. If a personal check from a person's bank account other than the resident is used to pay the rent, homebuyer payment or other payment for the resident, the name of the resident for whom the payment is being made shall be written in the memo line of the check.

¹ Section 1(A)(4) added by vote of the Board of Commissioners on 01/20/2015 and effective that date.

- (3) The amount of monthly rent or homebuyer payments is set forth in each resident's lease, homebuyer agreement, or other agreement, as may be modified from time to time by period recertification.
- (4) Unless the resident specifies in writing with each payment how to apply payments to the resident's account, resident payments will be applied first to rent and/or homebuyer payments for the current month, second to administrative fees for the current month, third to maintenance repayment charges for the current month, fourth to other repayment charges for the current month, and thereafter to any other charges or fees for the current month. If the resident's payment exceeds the total amount of the current monthly amounts due as described in the preceding sentence, the balance of the excess will be applied to any past due amounts, or, if the resident has no past due amounts, the balance of the excess will be entered into the resident's account as a credit for use against the next month's charges.

C. Partial Payments

When a resident presents credible evidence that clearly shows an inability to make full payment for the current month, the Kaw Housing Authority may accept partial payment upon approval of the Executive Director, with such approval being subject to the sole discretion of the Executive Director. However, if the resident does not pay all current monthly payments and charges in full by the end of the current month, the resident's account will be considered delinquent.

2. COLLECTIONS

A. Timetable for Notices Applicable to Rental and Homeownership Programs

- (1) **First Notice:** If rents, homebuyer payments, or repayment agreement installments are not paid by the last day of each calendar month, or if payment agreement installments are not paid by the date due pursuant to the terms of the payment agreement, or if the resident is found not to be in compliance with any other provisions of the resident's Lease, Occupant Agreement, Homebuyer Agreement, other agreement, applicable law, or policies of the KHA, the Kaw Housing Authority shall send a Notice of Delinquency / Non-Compliance by regular mail. This notice will contain the following:
 - (a) The date of the notice.

- (b) In Notices of Delinquency for Non-payment, the date the rent or homebuyer payment and/or other payments or charges were due.
 - (c) In Notices of Delinquency for Non-payment, a statement of the total amount owed to the Kaw Housing Authority, with an itemized list of charges comprising the total amount due, including but not limited to any late fees assessed.
 - (d) In Notices of Delinquency for Non-payment, a statement inviting and encouraging residents to negotiate Payment Agreements for delinquent amounts of rents or homebuyer payments.
 - (e) If the Notice is being sent for non-compliance issues other than non-payment, the Notice of Non-compliance shall describe how the resident is not in compliance with the Lease, Occupant Agreement, Homebuyer Agreement, other agreement, applicable law, or policies of the KHA. These reasons may include, but are not limited to, violating the terms of the Lease or Agreement, violating Kaw Housing Authority Policies, not complying with the recertification or income verification requirements, conducting criminal activity, etc. The notice of non-compliance shall prescribe the measures the resident must take in order to cure the non-compliance and shall prescribe a period in which the resident must cure the non-compliance and shall specify a date upon which KHA officials will inspect the residence or examine other relevant materials to verify compliance. If non-compliance is not cured within the prescribed period, a Final Notice of Non-compliance shall be issued to the resident.
- (2) **Final Notice:** If rents, homebuyer payments, or other payments are not paid by the last day of the calendar month following the calendar month in which the First Notice of Delinquency for Non-payment was issued, or if the resident has not fully cured any non-compliance issues identified in the First Notice of Non-compliance within the time period prescribed by such Notice, the Kaw Housing Authority shall send a Final Notice of Delinquency / Non-compliance by regular mail. This notice will contain the following:
- (a) The date of the notice.

- (b) The date the rent, homebuyer payment, or other charges were due.
 - (c) In Notices of Delinquency for Non-payment, the date the rent or homebuyer payment and/or other payments or charges were due.
 - (d) The date the rent, homebuyer payment, or other charges must be paid in full to avoid further collection action, agreement termination, and/or eviction.
 - (e) If the Final Notice is being sent for non-compliance issues other than non-payment, the Notice shall describe why the resident is not in compliance with the Lease, Occupant Agreement, Homebuyer Agreement, other agreement, applicable law, or policies of the KHA.
- (3) In the Kaw Housing Authority **rental programs**, if rents or other payments due are not paid by the date specified in the Final Notice of Delinquency, or if the resident has not complied with any other requirements described in the Final Notice of Non-compliance by the date specified in such Notice, the Kaw Housing Authority shall send the resident a fourteen (14) day Notice of Termination by certified or registered mail. This notice shall contain the following:
- (a) The reason for termination.
 - (b) A fourteen (14) day period from the date of mailing of the Notice during which the resident will be allowed to respond to the Kaw Housing Authority, in writing or in person, regarding the reason for termination, pursuant to the Kaw Housing Authority Grievance Policy.
 - (c) A copy of the Kaw Housing Authority Grievance Policy.
 - (d) A statement notifying the resident that he/she is permitted to be represented or accompanied by a person of his/her choice at any hearing held pursuant to the Grievance Policy.
 - (e) If within fourteen (14) days after the date of mailing of the Notice of Termination, the resident presents assurances or evidence satisfactory to the Kaw Housing Authority, the Notice of Termination may be rescinded or extended on a case-by-case basis to be determined by the Kaw Housing Authority Executive Director in the Executive Director's sole discretion. Unless there is such a recession or extension,

the lease term and agreement shall terminate on the fourteenth (14th) day after the date of mailing of the Notice.

- (f) If the resident does not respond within the fourteen (14) day period, the Kaw Housing Authority will proceed with the proper legal actions necessary for collection and/or eviction. The Kaw Housing Authority's designated attorney will file action against the resident in the Kaw Nation Courts or other court of competent jurisdiction.
 - (g) The resident of the rental unit shall be responsible for all rents, utility payments, and any other charges associated with occupying the rental unit until such time as the resident vacates the unit. Rent charges will be prorated on a daily basis.
- (4) In the Kaw Housing Authority's homeownership programs, if homebuyer payments or other payments due are not paid by the date specified in the Final Notice of Delinquency, or if the resident has not complied with any other requirements described in the Final Notice of Non-compliance by the date specified in such Notice, the Kaw Housing Authority shall send the homebuyer a thirty (30) day Notice of Termination of the homebuyer or occupant agreement by certified or registered mail. This notice shall contain the following:
- (a) The reason for termination.
 - (b) A 30 day period from the date of mailing of the Notice during which the homebuyer will be allowed to respond to the Kaw Housing Authority in writing or in person, regarding the reason for termination, pursuant to the Kaw Housing Authority Grievance Policy.
 - (c) A copy of the Kaw Housing Authority Grievance Policy.
 - (d) A statement notifying the resident that he/she is permitted to be represented or accompanied by a person of his/her choice at any hearing held pursuant to the Grievance Policy.
 - (e) If within 30 days after the date of mailing of the Notice of Termination, the homebuyer has exigent circumstances and presents assurances or evidence satisfactory to the Kaw Housing Authority, the Notice of Termination may be rescinded or extended on a case-by-case basis to be determined by the Kaw Housing Authority Executive Director in the Executive Director's sole discretion. Unless there is

such a rescission or extension, the agreement shall terminate on the 30th day after the date of mailing of the Notice.

- (f) The resident of the homeowner unit shall be responsible for all homebuyer payments, utility payments, and any other charges associated with occupying the unit until such time as the resident vacates the unit. Homebuyer charges will be prorated on a daily basis.
- (5) If the homebuyer does not respond within the 30 day period, the Kaw Housing Authority will proceed with the proper legal actions necessary for collection and/or eviction. The Kaw Housing Authority's designated attorney will file action against the resident in the Kaw Nation Courts or other court of competent jurisdiction.
 - (6) When action is filed in court against a resident in either the rental program or homeownership program, the prayer or request for relief shall include at minimum the following:
 - (a) When the resident is delinquent, monetary relief in the amount due and owing to the Kaw Housing Authority.
 - (b) Legal expenses and filing fees.
 - (c) Cost of repairs to the unit.
 - (d) Immediate possession of the property by the Kaw Housing Authority.
 - (7) When action is filed in court against a resident in either the rental program or homeownership program, the prayer or request for relief may include the following:
 - (a) Lost income for the time the unit is unoccupied beyond the date of termination.
 - (b) When the resident is non-compliant, injunctive relief to bring the resident into compliance.

B. Collection or Non-compliance Remedies

- (1) Residents with delinquent accounts are encouraged to enter into payment agreements for payment of their delinquent account.

Residents who are non-compliant with their Lease, Homebuyer Agreement, Occupant Agreement, other agreement, applicable law, or policies of the KHA are encouraged to enter into compliance agreements to become in compliance with requirements of such. Subject to the provisions of this Policy, the Kaw Housing Authority Executive Director may negotiate a payment agreement or compliance agreement, as applicable, with the resident as an alternative to termination. Negotiated agreements must be in writing and signed by both the Kaw Housing Authority Executive Director and the resident. Payment agreements will be on a short-term basis not to exceed twelve calendar months for payment of the total delinquent amount due. Compliance agreements will be on a short-term basis not to exceed three months for coming into full compliance. Payment agreements and compliance agreements may be tailored to an individual resident's situation in the sole discretion of the Executive Director. All payment agreements will include an acknowledgment of the amount owed, the terms of repayment including the date, amount, and method of payment, and a default clause in the event the payment agreement is breached. All compliance agreements will include an acknowledgement of non-compliance, the actions that must be taken by the resident to come into compliance and a default clause in the event the compliance agreement is breached. Payment agreements and compliance agreements will be signed by the head of household or spouse and the Kaw Housing Authority Executive Director. If the delinquent or non-compliant resident is an employee or commissioner of the Kaw Housing Authority, the Chair of the KHA Board of Commissioners shall sign the payment or compliance agreement on behalf of the Kaw Housing Authority. If a resident presents credible evidence of hardship that caused or may cause a breach of the agreement, the Executive Director of the Kaw Housing Authority will have discretionary authority to renegotiate, amend, or reconsider the agreement. If prior agreements with the resident have failed, the Executive Director of the Kaw Housing Authority in his or her sole discretion may choose not to reconsider the agreement with the resident. Residents shall not be permitted to enter into more than one payment agreement or more than one compliance agreement per calendar year. In the event a resident is both delinquent and non-compliant, both a payment agreement and a compliance agreement must be negotiated. In such cases, a breach of either the payment agreement or compliance agreement will trigger the pursuit of legal action by the Kaw Housing Authority.

- (a) Should a resident default or violate the terms of his/her payment agreement or compliance agreement with the Kaw Housing Authority, the resident shall be given a Notice of

Termination and if the total delinquent amount is not paid in full in thirty (30) calendar days from the date of the Final Notice and/or the reasons for non-compliance are not corrected, the Kaw Housing Authority shall proceed with proper legal action, for eviction and collection of monetary amounts for delinquent accounts or damages to property.²

- (b) Payment agreements may be executed for payment of delinquent amounts owed by residents and amounts of costs of damages or repairs to unit caused by the residents who have vacated their Kaw Housing Authority units, at the sole discretion of the Kaw Housing Authority Executive Director.
- (c) Failure to make the required monthly payments and/or breach of subsequent payment agreements and termination of the resident's lease/homebuyer agreements or other agreements could result in permanent loss of eligibility for future services or benefits offered by the Kaw Housing Authority. If a terminated resident desires to apply for Kaw Housing Authority services in the future, the terminated resident must make a special application to the Board of Commissioners and must prove to the satisfaction of the Board of Commissioners, at the Board of Commissioner's sole discretion, that the terminated resident has paid in full all amounts due to the Kaw Housing Authority, including delinquent account amounts and amounts of costs of damages and repairs caused by the terminated resident to KHA property, and that the terminated resident possesses the responsibility required to participate in the Kaw Housing Authority's service programs.
- (d) Residents with delinquent accounts will be referred to appropriate financial management counseling, if available, and will be provided any other available information that will facilitate the prompt payment of their delinquent accounts. The Kaw Housing Authority may schedule a financial management counseling session for the resident at a specified time and location during the period of account delinquency. Attendance and participation shall be required. The Kaw Housing Authority shall require the resident to sign a statement documenting attendance and commitment by the resident to improve their personal financial management skills. If a resident's account is delinquent more than three

² Section 2(B)(1)(a) changed to provide that default or violation of payment agreement or compliance agreement will result in immediate Notice of Termination and requiring entire delinquent amount due to be paid in full within 30 calendar days or eviction proceeding shall commence. (Effective March 2015).

of time(s) during a twelve month period, the resident will automatically be required to complete a financial management session, if a session is available.

- (e) At the sole discretion of the Kaw Housing Authority Executive Director, full payment of delinquent rent or homebuyer payments, including any current amounts due, any court costs, filing fees, service of process fees, legal fees and costs of damage to property, may be accepted and collection and/or eviction proceedings stopped.
- (f) When residents vacate a Kaw Housing Authority unit, a statement of any balance due will be promptly sent to the vacated resident after the unit has been vacated and inspected by the Kaw Housing Authority. If the amount is not paid in full or arrangements have not been made within thirty days of the date of the statement, the account will be turned over to the Kaw Housing Authority's designated legal counsel for collection action.
- (g) A delinquent resident participating in the Kaw Housing Authority Mutual Help Homeownership Program may apply for the use of their Monthly Equity Payment Account (MEPA) to pay for delinquent homeownership payments, other payments, and administrative charges if there is a sufficient amount in the respective MEPA account. Use of MEPA funds for such purpose must be approved by the Board of Commissioners. Application for MEPA use shall be limited to one time per calendar year and shall be limited to an amount not to exceed \$500 (five hundred Dollars) to pay for delinquent amounts owed.

C. Court Action

- (1) After the complaint is filed and the summons is served, the defendant (delinquent resident), in the sole discretion of the Kaw Housing Authority, may arrange for settlement of the claim. The plaintiff, Kaw Housing Authority, will inform the court that a settlement has been reached if agreement has been made to resolve the outstanding amount and all delinquent amounts have been paid in full by the resident to the Kaw Housing Authority within 30 days of the date of the settlement agreement. The Kaw Housing Authority will include in the settlement agreement any and all amounts included in the Kaw Housing Authority's prayer for relief in

the complaint. The settlement agreement shall include language that in the event the defendant's breach the agreement, the case shall be automatically reopened and heard in Court for an immediate eviction. Only one settlement agreement shall be allowed in the discretion of the Kaw Housing Authority per resident during the lifetime of the resident's tenancy in a Kaw Housing Authority unit. Settlement agreements are subject to approval by the Board of Commissioners, however, the Board of Commissioners may delegate settlement authority to the Executive Director in writing.

- (2) The Kaw Housing Authority shall reserve the right to seek resolution of the case and settlement prior to the court hearing and final ruling.
- (3) Once the Court issues an order of eviction, a copy shall be hand-delivered (if possible) to the resident by the appropriate law enforcement officials. If hand delivery to the resident is not possible, the order shall be posted upon an entry door to the Kaw Housing Authority unit occupied by the resident. The order shall specify the date for the resident to be evicted. The Kaw Housing Authority shall monitor the unit and arrange to secure the unit (changing locks, boarding up the windows or doors, etc.) on the date of the eviction set forth in the order. The delinquent account shall remain on the Kaw Housing Authority books until the account is paid in full or until the Kaw Housing Authority Board of Commissioners authorizes removal of the account from the Kaw Housing Authority financial books. The Kaw Housing Authority reserves the right to pursue any lawful action necessary to collect the judgment.
- (4) If a resident refuses to vacate a unit by the specified date in the Court Order, the KHA will seek appropriate relief from the Court, including but not limited to, a writ of assistance to direct law enforcement to assist with eviction of the resident and removal of the resident's possessions from KHA property. The Kaw Housing Authority employees or members of the governing body shall never attempt to forcibly evict a resident.
- (5) If a resident moves out after notification of termination and makes no attempt to settle the outstanding amount, the Kaw Housing Authority shall consider the unit abandoned, despite any abandonment provisions described by other policies of the Kaw Housing Authority, and refer the case to its designated legal counsel for filing in the appropriate Court for collection. The Kaw

Housing Authority shall make every attempt to collect and shall continue to do so after issuance of the Court Order for payment.

- (6) If a resident fails to make payments due to the Kaw Housing Authority pursuant to any payment agreement or court order, the Kaw Housing Authority may report the resident's delinquencies to accredited credit bureaus.
- (7) It is the responsibility of the evicted resident to remove all personal property from the unit within seven days of the date of eviction. Upon the date of eviction, personal property may be removed only under the supervision of a designated Kaw Housing Authority employee or a law enforcement officer, depending upon the circumstances of the eviction and the Court Order for eviction. If the resident fails to remove all personal property, or the resident cannot be located within seven days of the date of eviction by reasonable attempts by the Kaw Housing Authority, the Kaw Housing Authority shall remove and claim the personal items as Kaw Housing property. Any disposal of the property shall be subject to the Kaw Housing Authority Disposition Policy.

D. Returned Check Procedure³

- (1) Any payments received from a Home Buyer or Renter, in the form of a personal check that are returned to the Housing Authority due to insufficient funds, the Housing Authority shall notify the Home Buyer of the returned check and the Home Buyer/Renter will have seven (7) business days to pick up the returned check from the Housing Authority Office. In order to pick up the returned check, the Home Buyer/Renter shall pay for the amount of the check and a \$35.00 service fee. Said payment to pick up the returned check shall be made by Cashier's Check or Money Order.
- (2) If a personal check is returned due to a "Stop Payment," or "Account Closed," such check shall be considered a breach of the Homebuyer and/or Rental Agreement by the Home Buyer or Renter and the Housing Authority may at its discretion choose to terminate the Homebuyer or Rental Agreement and seek immediate eviction of the Home Buyer/Renter.
- (3) Returned Checks transferred to District Attorney: Any check that is returned to the Housing Authority for insufficient funds and is not picked up by the Home Buyer or Renter within the time proscribed, and any check that is returned due to a "Stop Payment," or Account

³ Section 2(D) Returned Check Procedure added March 2015 and effective March 2015.

Closed, shall be presented to the District Attorney in the appropriate jurisdiction for collection and/or prosecution.

- (4) Fraudulent items: If a Home Buyer or Renter uses any fraudulent means of tendering a payment to the Housing Authority, such fraudulent act shall be considered a breach of the Homebuyer or Rental Agreement by the Home Buyer/Renter and the Housing Authority at its discretion may terminate the Agreement and seek immediate eviction of the Home Buyer/Renter.

E. Immediate Termination of Homebuyer and/or Rental Agreement

- (1) Upon notification of any credible evidence that any illegal and/or drug activity has taken place at a Home Buyer's or Renter's residence, and/or upon any plea of guilty, *nolo contendere* "no contest" or any other plea which could lead to a conviction or any conviction for drug related criminal activity, violent felony, sex offense or other felony charge of any Home Buyer, Renter, and/or occupant, shall be grounds for immediate termination of the Home Buyer and/or Rental agreement and eviction proceedings will commence immediately.⁴

⁴ Section added March 2015

APPENDIX

(Note: This appendix includes examples of a Notice of Delinquency along with Termination Notices for both rental and homeownership programs. These examples may be modified as necessary by the KHA Executive Director, in compliance with this Policy.)

FIRST NOTICE OF DELINQUENCY FOR NON-PAYMENT

(DATE)

(NAME & ADDRESS OF DELINQUENT RESIDENT)

You are hereby notified that we have not received any payment from you this month. As you know, your monthly payment is due on the (insert day) of every month. According to our records, you currently owe the Kaw Housing Authority \$_____.

In accordance with our adopted Collection and Eviction Policies and Procedures, if we do not receive your monthly payment by the (insert day) day of this month or if you have not negotiated a Payment Agreement, a **Notice of Termination** will be delivered to you notifying you that we plan to terminate your Dwelling Lease or Homeownership Agreement with the Kaw Housing Authority.

Your cooperation will be very much appreciated.

Sincerely,

Executive Director

FINAL NOTICE OF DELINQUENCY FOR NON-PAYMENT

(DATE)

(NAME & ADDRESS OF DELINQUENT RESIDENT)

You are hereby notified again that we still have not received any payment from you this month. As you know, your monthly payment is due on the (insert day) of every month. According to our records, you currently owe the Kaw Housing Authority \$_____.

If you are experiencing some financial difficulties at the present time and are in need of financial management counseling assistance, please contact our office at (insert phone #). If you are unable to clear up your delinquent account immediately, you are strongly encouraged to contact us at your earliest convenience to negotiate a **Payment Agreement**.

In accordance with our adopted Collection and Eviction Policies and Procedures, if we do not receive your monthly payment by the (insert day) day of this month or if you have not negotiated a Payment Agreement, a **Notice of Termination** will be delivered to you notifying you that we plan to terminate your Dwelling Lease or Homeownership Agreement with the Kaw Housing Authority.

Your cooperation will be very much appreciated.

Sincerely,

Executive Director

FIRST NOTICE OF NON-COMPLIANCE

(DATE)

(NAME & ADDRESS OF RESIDENT)

You are hereby notified that you are not in compliance with your (Dwelling Lease or Homebuyer Agreement) with the Kaw Housing Authority.

The reason(s) you are not in compliance is (are) as follows: (list reason(s) for non-compliance such as violating the Rules of Occupancy, non-compliance with the Tribe's Animal Control Ordinance, not complying with recertification notices, not performing maintenance responsibilities, etc.)

In accordance with our adopted Collection and Eviction Policies and Procedures, if you are not in compliance with your (Dwelling Lease or Homebuyer Agreement) with the (NAME OF TRIBE/TDHE) by the (insert day) day of this month or if you have not negotiated a plan of action to correct the reason(s) you aren't in compliance, a **Notice of Termination** will be delivered to you notifying you that we plan to terminate your Dwelling Lease or Homeownership Agreement with the Kaw Housing Authority.

Your cooperation will be very much appreciated.

Sincerely,

Executive Director

FINAL NOTICE OF NON-COMPLIANCE

(DATE)

(NAME & ADDRESS OF DELINQUENT RESIDENT)

You are hereby notified once again that you are still not in compliance with your (Dwelling Lease or Homebuyer Agreement with the Kaw Housing Authority.

If you are experiencing some sort of difficulty in resolving the reason(s) you are not compliance, please contact our office at (insert phone #) and we may be able to refer you to someone who may be able to assist you. If you are unable to resolve the reason(s) why you are not in compliance immediately, you are strongly encouraged to contact us at your earliest convenience to negotiate a plan of action to resolve the non-compliance issues.

In accordance with our adopted Collection and Compliance Policies and Procedures, if you are not in compliance with your Dwelling Lease or Homeownership Agreement with the (NAME OF TRIBE/TDHE) by the (insert day) day of this month or if you have not negotiated a plan of action to resolve the non-compliance issues, a **Notice of Termination** will be delivered to you notifying you that we plan to terminate your Dwelling Lease or Homeownership Agreement with the Kaw Housing Authority.

Your cooperation will be very much appreciated.

Sincerely,

Executive Director

**NOTICE OF TERMINATION
OF HOMEOWNERSHIP AGREEMENT**

(DATE)

(NAME & ADDRESS OF DELINQUENT RESIDENT)

This letter serves as notice that the Homeownership between you as a homebuyer and the Kaw Housing Authority is being terminated.

The reason for terminating your Homeownership Agreement is that you have failed to make monthly payments to the Kaw Housing Authority as required or are not complying with the terms of your agreement with the Kaw Housing Authority. According to our records, you currently owe \$_____.

You have thirty (30) days from the date you received this Notice of Termination to respond in writing or in person regarding the reason for termination. You may be represented or accompanied by a person of your choice. If you present assurances or evidence satisfactory to the Executive Director within thirty (30) days after the date you received this Notice of Termination, this notice may be rescinded or extended. Unless there is such a rescission or extension, your agreement with the Kaw Housing Authority will terminate on the 30th day after you received this notice and you will be expected to have vacated your home or legal actions necessary for eviction will begin including filing a judgment against you in (insert the name of the appropriate Court).

Should you have any questions, please contact (insert name), Executive Director at (insert phone #).

Your cooperation will be very much appreciated.

Sincerely,

(insert name)
Executive Director

**NOTICE OF TERMINATION
OF DWELLING LEASE**

(DATE)

(NAME & ADDRESS OF DELINQUENT RESIDENT)

This letter serves as notice that the Dwelling Lease between you as a resident and the Kaw Housing Authority is being terminated.

The reason for terminating your Dwelling Lease is that you have failed to make monthly payments to the Kaw Housing Authority as required or you are not complying with the terms of your Dwelling Lease with the Kaw Housing Authority. According to our records, you currently owe \$_____.

You have (insert #) days from the date you received this Notice of Termination to respond in writing or in person regarding the reason for termination. You may be represented or accompanied by a person of your choice. If you present assurances or evidence satisfactory to the Executive Director within (insert #) of days after the date you received this Notice of Termination, this notice may be rescinded or extended. Unless there is such a rescission or extension, your Dwelling Lease with the Kaw Housing Authority will terminate on the (insert #) day after you received this notice and you will be expected to have vacated your home or legal actions necessary for eviction will begin including filing a judgment against you in (insert the name of the appropriate Court).

Should you have any questions, please contact (insert name), Executive Director, at (insert phone #).

Your cooperation will be very much appreciated.

Sincerely,

(insert name)
Executive Director