COLLECTION AND EVICTION POLICY

INTRODUCTION

The Native American Housing and Self Determination Act of 1996 requires that the All Mission Indian Housing Authority ("AMIHA") adopt a Collection Policy including the remedy of eviction. In addition, it is essential that the AMIHA adopt a policy and procedure to enable it to enforce payment obligations of residents, as well as, enforce compliance with all non-payment obligations. Therefore, the following procedures shall be adopted to ensure prompt required monthly payments and ensure compliance with the Mutual Help Occupancy Agreements (MHOA), Lease Purchase Agreement (LPA) or the Tenant Lease Agreements (LA.)

I. PURPOSE AND APPLICABILITY

The purpose of this "Resident Collection and Eviction Policy" ("Policy") is to inform residents of established guidelines for collection of rents, house payments, housing services and payment of work orders and other charges and to provide the resident with a process to be followed when terminating his/her tenancy and evicting his/her from his/her unit. The goal of this Policy is to collect the amounts owed to the AMIHA, to ensure the continuation of adequate housing services, while providing for the safety and well being of residents, and promoting fairness and due process. This Policy shall apply to residents that have a MHOA, LPA or LA with the AMIHA.

II. DEFINITIONS

A. **RESIDENT:** The person who has signed the MHOA, LPA or LA and who, with their immediate family, resides in the unit/home and receives services from the AMIHA.

B. **RENT:** The monthly amount owed by the resident to the AMIHA as determined through program requirements, re-examinations and the resident's MHOA, LPA or LA. The term "Rent" shall be synonymous with home ownership house payments.

C. **ABANDONMENT**: Refers to the resident and his/her immediate family leaving a unit/home for a successive period of ninety (90) days without written notification to the AMIHA.

D. **MUTUAL HELP OCCUPANCY AGREEMENT (MHOA):** Refers to the contract executed by a resident and the AMIHA allowing the resident to reside in a homeownership unit and which states the responsibilities and obligations of both parties. (for use with Mutual Help units)

E. **LEASE PURCHASE AGREEMENT (LPA):** Refers to the contract executed by a resident and the AMIHA allowing the resident to reside in the homeownership unit and which states the responsibilities and obligations of both parties. (For use with units purchased after the Mutual Help program ended)

F. **NOTICE OF TERMINATION:** Refers to the notice stating a resident has breached his/her MHOA, LPA or LA, the AMIHA is terminating his/her tenancy and that the resident has a right to a hearing before the AMIHA Board of Commissioners.

G. **HEARING:** Refers to the meeting between a resident and the AMIHA BOC in which the resident or his/her representative presents evidence and/or testimony on the issue of whether or not the resident's tenancy should be terminated.

H. **PAYMENT OBLIGATIONS:** Refers to any money owed to the AMIHA by the resident such as monthly rent, security deposit or money owed through reasonable charges for resident damage or necessary repairs due to resident's negligence.

I. **NON-PAYMENT OBLIGATION:** Refers to any obligations set forth in adopted policies of the AMIHA that residents must abide by for continued occupancy in the AMIHA unit.

J. **TENANT LEASE AGREEMENT ("LA"):** Refers to the agreement executed by a resident and the AMIHA allowing the resident to reside in a low rental unit and which states the responsibilities and obligations of both parties.

III. REQUIREMENTS AND PROCEDURES

A. **AMOUNT OF REQUIRED PAYMENTS:** The amount of required monthly payment will be determined at the initial admission and occupancy as stipulated in the residents' agreement. The rent will be established pursuant to program requirements. The monthly amount for rent may be adjusted pursuant to re-examinations.

B. **FAILURE TO MEET FINANCIAL OBLIGATIONS:** If a resident fails to meet financial obligations including payment of required rent, the account will be handled in accordance with the outlined procedures on delinquent accounts. The ability to meet financial obligations is a requirement of admissions and continued occupancy.

C. **INABILITY TO MAKE FULL PAYMENT DUE TO HARDSHIP:** If the resident informs the AMIHA and presents the evidence of inability to make full payment due to hardship, the AMIHA will consider an extension and negotiate a settlement. The resident should contact the AMIHA prior to the due date to receive an extension. The extension deadline will become the new due date.

The AMIHA shall consider extreme circumstances in approving an extension of the due date. Such conditions may include a death in the immediate family or other disaster that affects the financial state of the family.

D. **PARTIAL PAYMENT:** When credible evidence has been presented by the resident that clearly shows an inability to make full payment, the AMIHA will accept partial payment.

E. BUDGET COUNSELING: The AMIHA may schedule a budget counseling session for the resident at a specified time during the period of account delinquency. Attendance and participation will be required. In addition, the AMIHA will offer budget counseling at any time, if requested by the resident. The AMIHA shall require the resident to sign a statement documenting attendance and commitment by the debtor to improve personal financial management.

F. PAYMENT AGREEMENT PROCEDURE/NEGOTIATED SETTLEMENT: The AMIHA may negotiate a Payback Agreement with the delinquent resident as an alternative to immediate termination. The Payback Agreement will be on a short term basis not to exceed twelve (12) months. It will contain an acknowledgment of the amount owed, the terms of repayment including the date, amount and place of payments and a default clause in the event the agreement is breached. The agreement will be signed by the head of household and the designated AMIHA staff. A default of the Payback Agreement will result in immediate referral to the AMIHA Legal Counsel. Within 7 days of the default, the delinquent resident may ask for reconsideration of the Payback Agreement. If the resident has presented credible evidence of hardship which caused the breach of the Payback Agreement, the AMIHA will have discretionary authority to reinstate the Payback Agreement. If prior Payback Agreements have failed, the AMIHA may restrict the reinstatement. A resident may enter into a maximum of two (2) Payback Agreements with the AMIHA for the duration of his/her MHOA, LPA or LA.

G. PERMANENT LOSS OF ELIGIBILITY: Failure to make the required monthly payment and/or breach of subsequent Payback Agreement and termination of the resident's lease/homeownership agreement may result in permanent loss of eligibility for future services or benefits offered by the AMIHA, subject to the determination of the Board of Commissioners.

H. MEPA/EQUITY USE OF AMOUNTS OWED (HOMEOWNERSHIP UNITS ONLY): The delinquent resident may apply for use of MEPA/Equity to cover the administrative portion of his/her delinquent amount if there is a sufficient amount in the equity account. Application for MEPA/Equity use shall be limited to two (2) times per year to clear delinquent amounts owed.

IV. COLLECTION OF DELINQUENCIES

A. PAYMENT OBLIGATIONS

1. Rent payments are due and payable on or before the FIRST day of EVERY month; however any payment not received by the TENTH (10^{th}) of EVERY month shall be considered delinquent and a $30.00 Late Fee will be charged to the account.

Payment is to be made as follows:

a. Monthly rent payments are to be made in cash, by check or money order, made payable to the AMIHA.

Payment can be made in person at or mailed to:

All Mission Indian Housing Authority
27368 Via Industria, Suite 113
Temecula, Ca 92590

OR

On line at: **WWW.AMIHA.ORG**

If a payment is mailed, it must be received by the due date or shall be considered late.

b. If three (3) checks are returned within a one year period, for any cause, no further checks shall be accepted from the participant and a **$15.00** service fee will be charged to each account for each returned check.

c. Payments may be made by payroll deduction. Upon concurrence by the AMIHA, a resident may make an arrangement with their employer to have the required payment deducted from their earnings. The employer shall be responsible for mailing the required payment to the AMIHA every two weeks. It shall be the resident's responsibility to immediately notify his employer of payment changes.

d. Payments made on a bi-monthly basis may be accepted for current month only.

e. Payment received after 4:30 PM, weekends or Holidays will be posted as of the next business day.

B. BREACH OF THE MHOA OR LA

1. A MHOA, LPA or LA may be terminated by the AMIHA for violation of the terms of the MHOA, LPA or LA; for violations of current or revised rules, regulations or policies adopted by the AMIHA or HUD; or for violation of federal, state or applicable tribal codes or ordinances.

2. The following Termination procedures are not applicable to a resident, person named on the family composition, or guest who is convicted of a drug related crime, crime against a minor, domestic violence, or sex related crime. In such cases the AMIHA may proceed directly with Eviction as provided for under Section V.

3. NOTICE OF TERMINATION**:** A three (3) day Notice of Termination will be served to the resident by either posting on the front door of the resident's unit, by hand delivering a

copy of the notice to resident or by mailing by CERTIFIED MAIL, RETURN RECEIPT REQUESTED. This Notice of Termination shall also serve as a Notice to Quit, should the AMIHA proceed with an eviction action against the resident.

The three (3) day Notice of Termination will demand payment of the debt within three (3) days or in the case of a violation of the MHOA, LPA or LA that the violation be cured within three (3) days or eviction or other legal action will be initiated.

4. **NOTICE OF INTENT TO TERMINATE:** The "Notice of Intent to Terminate" shall inform the resident that he/she may request a hearing before the AMIHA Board of Commissioners. The request for a hearing must be submitted to the AMIHA within three days of the resident's receipt of the "Notice of Intent to Terminate." Upon receipt of a request for hearing, the AMIHA shall issue the resident a "Notice of Hearing". The Notice of Hearing shall state that the resident may respond to the AMIHA's reasons for termination and be represented or accompanied by a person of his/her choice, including a representative of his/her tribal government. The resident must notify the Executive Director or his/her designee, no later than 24 hours of the stated time and date of the hearing, if he/she cannot attend.

If a termination hearing is held the AMIHA shall decide on the basis of the evidence produced whether to:

1. Rescind the Notice of Termination.
2. Extend the Termination. The Extension of the Termination process for corrective action by the resident is only a stay of the process. Failure to comply with the extension agreement shall lift the stay and termination shall proceed to the eviction process.
3. Re-affirm its decision to terminate MHOA, LPA or LA.

IF THE RESIDENT FAILS TO ATTEND THE HEARING WITHOUT NOTIFYING THE AMIHA, THE RESIDENT'S MHOA, LPA or LA SHALL BE TERMINATED AND EVICTION PROCEEDINGS SHALL COMMENCE.

The AMIHA shall notify the resident in writing, within five (5) days of the hearing of its final decision. (Exhibit B). Such decision shall be served by Certified Mail, Return Receipt Requested or by personal service. If the AMIHA's final decision is to terminate the MHOA, LPA or LA, the decision shall include a demand for vacating the unit.

AMIHA may commence an eviction action against the resident if he/she does not voluntarily vacate his/her unit. Eviction proceedings shall commence in the appropriate Court or tribal forum, which shall have jurisdiction to hear and determine any action for eviction of a resident.

5. PROBATION: If a resident, after being served with a three (3) day notice under this part, makes full payment or cures the MHOA, LPA or LA violation within the three (3) days given in the Notice of Termination, the AMIHA shall not proceed with termination of the resident's tenancy but may place the resident on probation. If the AMIHA decides to place the resident on probation, it shall:

1. Notify the resident that he/she is being placed on probation within five (5) days of the decision (Exhibit C).

a. The probationary period shall be for a period of six (6) months in which time the resident must demonstrate satisfactory compliance of the payment and non-payment obligations.

b. If, during the probationary period, the resident breaches any payment or non-payment obligations during the six (6) month probationary period the probation shall be voided by the Executive Director, in writing, to the resident.

V. EVICTION

Prior to taking action to evict a resident, the AMIHA must comply with the procedures as set forth in this Policy.

A. COURT PROCEEDINGS

AMIHA or its legal counsel may file a civil complaint with the Intertribal Court of Southern California or tribal forum as provided for under this Section seeking eviction and/or full payment of any delinquent amount owed in rent.

B. COURT ACTION: EVICTION

In pursuing Court evictions the AMIHA shall follow the eviction procedures and process as set forth below:

1. <u>No Self Help Remedies Forbidden:</u>

Except by mutual consent of the parties, the AMIHA may not compel a resident to vacate any premises in a forceful fashion or in a way which causes a breach of the peace without exhausting its administrative termination of the MHOA, LPA or LA and obtaining a Court order as provided under this Ordinance.

2. Negotiated Settlement or Alternative Dispute Resolution:

At any time during the eviction process, the AMIHA and the resident may engage in settlement discussions or other established tribal alternate dispute resolution process in order to avoid a court proceeding and to settle the dispute between the parties. The agreement to enter into discussion will not affect the rights of the parties unless the parties reach an agreement to waive any of their rights.

3. Summons and Complaint:

If, after the decision to terminate the resident's tenancy has been served on the resident and demand has been made to vacate the unit, and the resident has not vacated, the AMIHA may file a summons and complaint in the Court for eviction and such other relief as may be deemed just and proper. The complaint shall state:

(a) The names of the adult resident(s) against whom the suit is brought;

(b) A description of the MHOA, LPA or LA, if any;

(c) The address or reasonable description of the location of the premises;

(d) The grounds for eviction;

(e) A statement showing that the resident was served with a Notice of Termination and a written decision terminating the resident's tenancy which demanded the resident vacate the unit;

(f) A statement of the relief demanded, including any claim(s) for possession of the unit, damages, fees, costs, or other special relief, and

(g) A statement that the AMIHA has complied with all required regulatory processes prior to filing the eviction action.

4. Summons

A Summons must be attached to the front of the Complaint and state:

(a) The name and address of the Court;

(b) A brief description of what the Complaint filed against the resident is about;

(c) A description of what the resident must do to protect his/her rights. This

description shall include, but not be limited to, stating that the resident has five (5) days from the date he/she is served with the Complaint to file a written Answer with the Court. If the resident fails to file a timely Answer, the AMIHA may be awarded the relief he/she is requesting in the Complaint. The Summons shall also inform the resident that he/she should contact the Court regarding any filing fees he/she may be required to pay in order to file an Answer to the AMIHA's Complaint.

5. Answer to the Complaint:

A resident served with a Summons and Complaint shall file a written Answer with the Court stating why the resident should not be evicted and his/her defenses to the Complaint within five (5) days of service, excluding weekends and holidays.

The resident shall serve a copy of his/her Answer on the AMIHA before filing it with the Court or within twenty-four (24) hours after filing the Answer with the Court. A proof of service that the Answer was served on the AMIHA shall be filed with the Court after such service has been made.

6. Commencement of Proceedings:

(a) Hearing Date. If the resident files a timely Answer to the Complaint, the Court shall set a hearing date.

(b) Extensions. Unless stipulated to by the parties, a resident may, for good cause shown, and upon the payment of a reasonable sum for the fair rental value of the unit or real property between the date on which the Complaint was filed and the date of the hearing, obtain an extension of the hearing date.

The Court may refuse to extend the date of hearing where the Complaint is based upon nuisance or injuries provided in Section IV, and shall not extend the date of hearing where the Complaint is based upon conduct which is alleged to constitute a serious danger to public health, safety, or peace.

7. Discovery and Pre-hearing Proceedings

Extensive, prolonged, or time-consuming discovery and prehearing proceedings will not be permitted, except in the interests of justice and for good cause shown by the moving party. Discovery shall be informal, and reasonably provided on demand of a party, and it shall be completed within five (5) calendar days of the date of hearing. Requests for discovery shall be made no later than three (3) calendar days following the setting of a hearing date. The Court may enter reasonable orders requiring discovery or protecting the rights of the parties upon reasonable notice.

8. Evidence

Evidence in eviction proceedings shall be informal, and may include relevant and reliable hearsay evidence if such evidence is not the basis for a final decision. The books and records of the parties as to the payment or nonpayment of monies owed will be received in evidence and the files and business records of the AMIHA with respect to the

agreement of the parties will be received in evidence upon their presentation to the Court; provided, however, that a resident may examine the custodian of such records as to their contents. All hearings will be informal and designed to receive evidence in a fair and just manner.

9. Burden of Proof

The burden of proof in all eviction proceedings shall be preponderance of the evidence.

10. Judgment

(a) Within five (5) calendar days of the date of the hearing, the Court shall grant and enter judgment and the judgment shall grant all relief that the parties are entitled to as of the date of the judgment. The judgment may:

(i) Order the immediate eviction of a resident and delivery of the unit to the AMIHA;
(ii) Grant actual damages as provided in the MHOA, LPA or LA of the parties or under this Policy, including interest;
(iii) Order the parties to carry out an obligation required by tribal law;
(iv) Establish a payment plan for the resident;
(v) Order rent payments out of the resident's per capita payments or through garnishment;
(viii) Order the payment of attorneys fees and, where allowed by law or agreement, costs and expenses of litigation;
(ix) Order the parties into negotiations or alternate dispute resolution as provided in Section 2 above ; or
(x) Grant any relief provided in this Policy or allowed in law or equity.
(xi) If a resident fails to appear in person or in writing on or before the date of appearance, the Court shall enter judgment on behalf of the AMIHA/owner following a hearing to determine whether relief should be granted and the kind of relief that should be granted.

11. Form of Judgment

The judgment shall state the relief granted by the Court to any party, but need not state

findings of fact or conclusions of law in support of the judgment. If a hearing is held, the Court Judge should, whenever possible, render his/her decision immediately after both parties have rested their case and award costs and restitution as appropriate.
All decisions of the Court Judge are final unless and until such time
the Tribe adopts a Tribal appeals process.

13. Execution of Judgment

Upon request, any judgment may be immediately executed, and the judgments and orders of the Court shall be enforced by a duly-authorized law enforcement officer. Any law enforcement officer shall, upon receipt of a judgment of the Court, execute the judgment or other orders within five (5) calendar days of the date of the judgment or order and make a report to the Court on what actions were taken to enforce the judgment or order. Any law enforcement officer to whom a judgment or order is given for enforcement who fails, in the absence of good faith, or refuses to execute it shall be subject to the payment of reasonable damages, costs, and expenses to a party for failure to execute the judgments and/or suspension from employment.

14. Forcible Eviction and Resident's Unclaimed Property

(a) Where the Court orders an eviction, and the resident or any other occupant of the unit refuses to vacate voluntarily by the effective date of that judgment, the resident or other occupants may be forcibly removed from the premises by the AMIHA appropriately authorized law enforcement agency. At the hearing where the eviction is ordered, the Court shall inform the resident that if he/she does not vacate the premises voluntarily by the effective date, he/she and the other occupants will be subject to forcible eviction, and their property will be subject to storage, sale and disposal as set forth in subsection (c) below.

(c) Following eviction, the Court may allow the AMIHA access to the property for purposes of preserving and securing it.

(d) Following forcible eviction of the resident and/or other occupants, the former resident's and other occupants' personal property shall be stored by the AMIHA for at least thirty (30) days, either on the premises or at another suitable location. In order to reclaim their property, the former resident and other occupants shall pay the reasonable costs of its removal and storage. If they do not pay such costs within thirty (30) days, the AMIHA is authorized to sell the property in order to recover these costs. Upon request by the former resident or other occupants, the AMIHA shall provide them with pertinent information concerning the sale, including the time, date and location. Any proceeds from the sale in excess of the storage and removal costs shall be remitted to the former resident and other occupants. Nothing in this section shall be construed to prevent the former resident or other occupants from reclaiming property remaining after the sale if they can arrange to do in a manner satisfactory to the AMIHA.

(EXHIBIT "A")

THREE DAY
NOTICE OF TERMINATION – PURCHASE AGREEMENT

TO: DATE:

The AMIHA hereby serves this Three Day Notice to advise that your Mutual Help and Occupancy Agreement (MHOA) or Lease Purchase Agreement (LPA) on housing unit CA- **80 - , Unit #** will be terminated if you do not respond to this notice as set forth below.

The Housing Authority has determined that you are in breach of:

- Your obligations set forth in Section 7.2, Established of Payment, of the MHOA or LPA; and/or
- Section(s) of your MHOA or LPA; and/or
- (Other) _____.

Account Balance due as of this Date: $ 0.00

If you make full payment on the entire delinquent balance(s) and/or cure the violation(s) listed above all further termination proceedings will cease.

If you disagree with this notice you have a right to request a Termination Hearing. Your request for a hearing must be received by the ALL MISSION INDIAN HOUSING AUTHORITY by:

Day, Month & Year

You may be represented or accompanied by a person of your choice, including a representative of your tribal government. You may submit a written response to the AMIHA prior to your hearing.

A copy of this Termination Notice will be placed in the participant/resident file and sent to the tribally designated AMIHA Board of Commissioner Member.

If a hearing is conducted, The AMIHA shall make a final decision on your termination based on evidence presented at the hearing. You will receive a final written decision within five (5) working days after the hearing. If the AMIHA decision is to terminate your tenancy, the written decision served on you will demand that you vacate the above identified housing unit.

If you do not timely request a hearing or fail to appear for the hearing you requested, the AMIHA, will automatically terminate your tenancy, inform you of this decision in writing, with demand that you vacate the unit. If you do not voluntarily vacate the unit identified above the AMIHA will initiate an eviction or other legal action against you.

_____ _____

Director Date

cc: Resident File
AMIHA Commissioner

(EXHIBIT "B")

THREE DAY
NOTICE OF TERMINATION -RENTAL AGREEMENT

TO: DATE:

The AMIHA hereby serves this Three Day Notice to advise that your Low-Rent Lease Agreement on housing **Unit #** will be terminated if you do not respond to this notice as set forth below.

The AMIHA has determined that you are in breach of:

- Your obligations set forth in Section 4, Payment Due of your Low-Rent Lease Agreement; and/or
- Section(s) of your Low-Rent Lease Agreement; and/or
- (Other) _____.

Account Balance due as of this Date: $ 0.00

If you make full payment on the entire delinquent balance(s) and/or cure the violation(s) listed above all further termination proceedings will cease.

If you disagree with this notice you have a right to request a Termination Hearing. Your request for a hearing must be received by the ALL MISSIONINDIAN HOUSING AUTHORITY by:

Day, Month & Year

You may be represented or accompanied by a person of your choice, including a representative of your tribal government. You may submit a written response to the AMIHA prior to your hearing.

A copy of this Termination Notice will be sent to the _____Tribe.

If a hearing is conducted, The AMIHA shall make a final decision on your termination based on evidence presented at the hearing. You will receive a final written decision within five (5) working days after the hearing. If theAMIHA decision is to terminate your tenancy, the written decision served on you will demand that you vacate the above identified housing unit.

If you do not timely request a hearing or fail to appear for the hearing you requested, the AMIHA, will automatically terminate your tenancy, inform you of this decision in writing, with demand that you vacate the unit. If you do not voluntarily vacate the unit identified above the AMIHA will initiate an eviction or other legal action against you.

_____ _____

Director Date

cc: Resident File
AMIHA Commissioner

EXHIBIT "C")

TERMINATION HEARING DECISION

TO:		DATE:	

Dear
As a result of the Termination Hearing held on _____ day of _____, 20 ___, for breach and/or violation of:

1.Section 4, paragraph - Payments due under Lease of the Low-Rent Lease Agreement; and/or
2. Section ____, paragraph _____ of your Low-Rent Lease Agreement; and/or
3.AMIHA Policy, HUD Policy or Regulation....

1. Section 7.2, Established of Payment, (a), of the Mutual Help and Occupancy Agreement; or Lease Purchase Agreement; and/or
2. Section ____, paragraph _____ of your Mutual Help and Occupancy Agreement or Lease Purchase Agreement; and/or
3. AMIHA Policy, HUD Policy or Regulation.

The following decision has been made:

☐ Rescission of Termination:
☐ Extension of Termination:
☐ Corrective Action to be taken:
☐ Deadline for such action:
☐ Termination of your_____. You are demanded to vacate your residence at the above identified address by: _____, 20 ____.

IF YOU FAIL TO VACATE THE ABOVE IDENTIFIED PREMISES BY THE DATE SHOWN THE HOUSING AUTHORITY SHALL FILE A COMPLAINT AGAINST YOU IN_____ COURT.

This Hearing Decision may be appealed per the Grievance Policy.

This constitutes your formal written decision by the AMIHA and shall serve as a Notice to Quit should eviction proceedings be initiated against you.

_____Director _____Date

cc: Resident File
AMIHA Commissioners
Tribe
AMIHA Legal Council

(EXHIBIT "D")

TO:

You have breached and cured your Mutual Help and Occupancy Agreement, Lease Purchase Agreement or Low Rent Lease Agreement for three (3) consecutive months. Please be advised that pursuant to the Collection Policy of the AMIHA, including Procedures for Termination of Mutual Help and Occupancy Agreement, Lease Purchase Agreement or Low Rent Lease Agreement, you are being placed on a mandatory six (6) month probation period.

If you have any questions regarding your probation, please contact _____.

Sincerely,

_____ _____

Executive Director Date

cc: Resident File

ALL MISSION INDIAN HOUSING AUTHORITY
◆27368 Via Industria, Suite 113, Temecula, CA 92590 ◆

RESOLUTION #16-10-20

COLLECTIONS AND EVICTION POLICY REVISION:
Change Definition of Abandonment and Increase of Late Charges

WHEREAS, The All Mission Indian Housing Authority incurs substantial additional costs related to late housing and rental payments such as certified mailing costs, staff collection and accounting payroll costs, additional travel costs, legal costs, telephone costs and miscellaneous printing costs; and

WHEREAS, The All Mission Indian Housing Authority desires to stop penalizing homeowners and tenants who are currently paying on time from completely subsidizing delinquency costs of homeowners and tenants who do not pay on time; and

WHEREAS, The Collections and Evictions policy was last updated in May 2008 and some information, such as types of Lease Agreement, payment methods, office locations, and other fees has changed.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the All Mission Indian Housing Authority do herby approve to change the definition of Abandonment , "Leaving a unit", from a successive period of 10 days to 90 days; and

BE IT FURTHER RESOLVED, that The All Mission Indian Housing Authority does hereby approve the Revisions to the Collections and Eviction policy including, an increase of the late charge for delinquent homeowners and tenants who have not paid their monthly payment by the 10th day of each month from $15.00 to $30.00

CERTIFICATION

I hereby certify that the foregoing Resolution was duly considered by the All Mission Indian Housing Authority at a properly called meeting of the Board of Commissioners, at which a quorum was present and that the same passed by a vote of 5 in favor, 0 opposed, and 0 abstaining.

Frances Diaz, Board Chair

11-16-16
Date

Control # 108

ALL MISSION INDIAN HOUSING AUTHORITY

◆27368 Via Industria, Suite 113, Temecula, CA 92590 ◆

November 17, 2016

Subject: Increase in Late Housing Payment Charges

Dear AMIHA Participant:

At the November 16, 2016 AMIHA Board meeting, the Commissioners approved a revision to the Collections and Eviction Policy increasing the Late Payment charge from $15 to $30, effective January 1, 2017.

This increase is necessary to cover AMIHA costs associated with participant late payments. I also want to make sure everyone is aware that AMIHA offers an online payment option as a payment option. Please visit our website at amiha.org if you would like to utilize this convenient option.

Please feel free to contact Charmaine Devers at 951-760-7390 should you have any questions.

Sincerely,

Dave Shaffer

Dave Shaffer, Executive Director
All Mission Indian Housing Authority