
YAKAMA NATION HOUSING AUTHORITY

**RENT & HOMEBUYER
PAYMENTS POLICY**

Yakama Nation Housing Authority

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TABLE OF CONTENTS

Chapter 1. Purpose and Scope	1
Chapter 2. Authority, Administration and Applicable Laws	1
Chapter 3. Rent Payments Policy	2
Chapter 4. Homebuyer Payments Policy	4

YAKAMA NATION HOUSING AUTHORITY RENT & HOMEBUYER PAYMENTS POLICY

Chapter 1 PURPOSE AND SCOPE

- 100.1 Purpose.** This Rent and Homebuyer Payments Policy (this “Policy”) has been adopted by the Yakama Nation Housing Authority (“YNHA”) Board of Commissioners (the “Board”) to provide direction for YNHA staff in collecting rent and homeownership payments in YNHA Housing.
- 100.2 Scope.** This Policy applies to the YNHA Low-Income Rental Program, the Low-Income Elderly Rental Program, and the Mutual Help and Homeownership Program, and sets forth procedures that apply to rents, homebuyer payments, and other charges, as well as procedures to be utilized in collecting delinquent accounts.

Chapter 2 AUTHORITY, ADMINISTRATION AND APPLICABLE LAWS

- 200.1 Authority.** The Board has authority to adopt this Policy under Resolution T-94-77 (June 21, 1977), as amended, and is responsible to ensure that any policies that are adopted are appropriate for YNHA. This Policy and any amendments to this Policy shall be effective only upon adoption by Resolution of the Board.
- 200.2 Delegation of Authority.** The Board delegates the responsibility for the administration and monitoring of this Policy to the YNHA Executive Director. The Executive Director may delegate one or more of his/her duties to a YNHA staff member who is competent to perform those duties, provided the delegation is in writing.
- 200.3 Implementation.** The Executive Director will ensure that any procedures or forms that are developed to implement this Policy conform to this Policy. Work performed this Policy shall be at all times in the best interests of the YNHA and in accord with other YNHA policies and applicable laws. Personnel using this Policy are responsible for being familiar with its content.
- 2.004 Applicable Laws.** This Policy shall comply with all applicable laws including, without limitation, the Revised Code of the Confederated Tribes and Bands of the Yakama Nation (“RYC”), as amended, the Native American Housing and Self-Determination Act of 1996 (Pub. Law 104-330), as amended (“NAHASDA”) and regulations under NAHASDA. The YNHA Executive Director will periodically review this policy and recommend amendments as necessary to comply with applicable laws, or for other purposes.
- 200.5 Sovereign Immunity.** YNHA hereby expressly affirms its tribal sovereign immunity to suit in any jurisdiction or tribunal and does not waive, alter, or otherwise diminish that sovereign immunity by adopting or implementing this Policy or any other standard, document, or law referenced herein. To the extent any provision of this Policy or other

referenced standard, document, or law is inconsistent with the sovereign immunity of the YNHA or the Yakama Nation, such provision is not adopted by this Policy and is declared void, unenforceable, and severable from the remainder of this Policy.

200.6 Prior Policies. This Policy supersedes all prior policies and communications on each covered subject. This Policy is a tool to assist YNHA personnel, and it does not create a contract or promise specific treatment in specific situations. The Board reserves the right to change, cancel or interpret any YNHA policies at its sole discretion and without prior notice.

200.7 Other Policies. Other YNHA Policies may apply and should be consulted and implemented in concert with this Policy.

Chapter 3 RENT PAYMENTS POLICY

300.1 Rent Due Date. All rent payments are due and payable in advance on the first day of the month. All tenants will be notified of the due date for payments at the time they sign the Rental Agreement and when they move in to the unit. For new tenants who move in after the first day of the month, prorated rent is paid in full at the time of, or before, the signing of the Rental Agreement.

300.2 Security Deposits. All security deposits, as applicable, shall be paid in full at the time of the signing the Rental Agreement.

300.3 Other Charges. Charges other than for the rent payment (such as for maintenance and repairs charged to the tenant, utilities, special services, extermination, temporary storage unit, etc.) are due and payable the first day of the month following the month in which the charges are incurred or the month in which they are posted to the account, whichever is later, unless otherwise agreed in writing by the tenant and YNHA. Charges for work orders will be posted to the account within thirty (30) days of being incurred. A tenant who will be unable to make the full payment when due may request a written payment agreement, which if approved, shall be signed by the tenant and YNHA.

300.4 Payroll deduction. Staff shall encourage employed residents to participate in an employer payroll deduction program so that required payments are automatically paid each month.

300.5 When Rent is Delinquent. All unpaid rent and other charges become delinquent on the fifteenth (15th) day of the month, unless a written extension is requested by the tenant and approved by YNHA prior to that date.

300.6 Extensions. For reasonable cause, a tenant may obtain an extension of time past the fifteenth (15th) day of the month to pay that month's rent and/or other charges. To obtain an extension, the tenant must appear in person at the Housing Office prior to the first day of the month and request the extension. If approved, the reason for the extension and

new due date will be set forth in a writing signed by the tenant and the YNHA Housing Manager or his/her designee. If the rent and/or other charge is not paid on or before the new due date, the tenant will be considered in violation of the Rental Agreement and will be subject to termination of the Agreement and eviction through the Yakama Nation Tribal Court.

300.7 Habitual Failure to Pay Rent. Any tenant who habitually fails to meet his/her obligations to pay rent or other payments is subject to termination of the Rental Agreement by YNHA. Habitual failure is defined as when a tenant does not pay the full amount of the rent by the 15th of the month on three (3) occasions during any twelve (12) month period.

300.8 Notice Procedure for Nonpayment. When rent and/or other charges become delinquent, YNHA will prepare and deliver a fourteen-day Notice of Nonpayment to the tenant by first-class mail, or deliver the notice to the tenant in person. Upon expiration of the fourteen days, if the rent and/or other charges are still unpaid, YNHA will deliver a thirty-day Notice of Termination to the tenant in the manner provided in the Rental Agreement.

300.9 Grievance/Appeal. A fourteen-day Notice of Nonpayment is not subject to grievance or appeal to YNHA. A thirty-day Notice of Termination may be grieved under the YNHA Grievance Policy and Procedures.

300.10 Final Decision. If the tenant does not grieve the Notice of Termination, the decision becomes final and not subject to further appeal. A thirty-day Notice of Termination is subject to grievance under the YNHA Grievance Policy and Procedures and in the manner provided in the Rental Agreement.

300.11 Legal Process. After a decision to terminate the Rental Agreement has become final, then if the tenant does not vacate the unit on the day specified by YNHA, YNHA will file a Complaint for Unlawful Detainer with the Yakama Tribal Court. At the hearing, the Complaint will be amended to incorporate any rent, utilities charges, damages, costs, or other charges owed by the homebuyer which have become due since the Complaint was filed. YNHA may also file claims in probate to collect back rent.

300.12 Payback Agreements. Any tenant who becomes two (2) months or more delinquent in rent payments and/or other charges shall be required to sign a payback agreement for a period not to exceed twenty-four (24) months, or a shorter period within which the homebuyer is able to pay based on income. Payback will include the regular monthly rent payment and an additional amount to bring the account current. A minimum payment of 35% of the delinquency is required. Payback agreements must be signed by the Executive Director or his/her designee. If the tenant fails to make payments as per the agreement, the tenant's signed Rental Agreement shall be terminated. The Executive Director may decide to adjust the minimum payment and/or the repayment period in unusual cases, and must document the reasons for that decision.

300.13 Policy. A copy of this policy shall be furnished to each tenant who is or becomes delinquent in his/her payments.

Chapter 4 HOMEBUYER PAYMENTS POLICY

- 400.1 Homebuyer Payment Due Date.** For homebuyers under the Mutual Help and Homeownership (“Mutual Help”) Program, homebuyer payments are due and payable in advance on the first day of the month. All homebuyers will be notified of the due date for payments at the time they sign the Mutual Help and Occupancy Agreement (“MHOA”) with YNHA and when they move into the home.
- 400.2 Security Deposits.** All security deposits, as applicable, shall be paid in full at the time of signing the MHOA.
- 400.3 Other Charges.** Charges other than for the monthly payment (such as for administrative fee, maintenance and repairs, utilities, special services, extermination, temporary storage unit, etc.) are due and payable the first day of the month following the month in which the charges are incurred, or the month in which they are posted to the account, whichever is later, unless otherwise agreed in writing signed by the homebuyer and YNHA. Charges for work orders will be posted to the account within thirty (30) days of being incurred. A homebuyer who will be unable to make the full payment when due may request a written payment agreement, which if approved, shall be signed by the homebuyer and YNHA. A homebuyer is required to pay the administrative fee, which covers YNHA’s cost of insurance, even if the homebuyer carries his or her own insurance.
- 400.4 Payroll deduction.** Staff shall encourage employed homebuyers to participate in employer payroll deduction programs so that required payments are automatically paid each month.
- 400.5 When Payments are Delinquent.** All unpaid homebuyer payments and other charges become delinquent on the fifteenth (15th) day of each month, unless a written extension is requested by the homebuyer and approved by YNHA prior to that date.
- 400.6 Extensions.** For reasonable cause, a homebuyer may obtain an extension of time past the fifteenth (15th) day of the month to pay that month’s homebuyer payment and/or other charges. To obtain an extension, the homebuyer must appear in person at the Housing Office prior to the first day of the month and request the extension. If approved, the reason for the extension and new due date will be set forth in a writing signed by the homebuyer and the YNHA Housing Manager or his/her designee. If the homebuyer payment and/or other charges are not paid on or before the new due date, the homebuyer will be considered in violation of the MHOA and will be subject to termination of the MHOA in accordance with its terms.

- 400.7 Habitual Failure to Pay Homebuyer Payments.** Any homebuyer who habitually fails to meet his/her obligations to pay homebuyer payments or other payments is subject to termination of the MHOA by YNHA. Habitual failure is defined as when a homebuyer does not pay the full amount of the homebuyer payment by the 15th of the month on three (3) occasions during any twelve (12) month period.
- 400.8 Notice Procedure for Nonpayment.** When house payments and/or other charges become delinquent, YNHA will prepare and deliver a fourteen-day Notice of Nonpayment to the homebuyer by first-class mail, or deliver the notice to the tenant in person. Upon expiration of the fourteen days, if the rent and/or other charges are still unpaid, YNHA will deliver a Notice of Termination to the homebuyer in the manner provided in the MHOA.
- 400.9 Grievance/Appeal.** A fourteen-day Notice of Nonpayment is not subject to grievance or appeal to YNHA. A thirty-day Notice of Termination is subject to grievance under the YNHA Grievance Policy and Procedures and in the manner provided in the MHOA, which always must be consulted for applicable process.
- 400.10 Final Decision.** If the homebuyer does not grieve the Notice of Termination, the decision becomes final and not subject to further appeal. If the homebuyer does grieve the Notice of Termination, and the grievance/appeal process is concluded, a decision to uphold the Notice of Termination is final for YNHA.
- 400.11 Legal Process.** After a decision to terminate the MHOA has become final, then if the homebuyer does not vacate the unit on the day specified by YNHA, YNHA may file a Complaint for Unlawful Detainer with the Yakama Tribal Court. At the hearing, the Complaint will be amended to incorporate any homebuyer payments, utilities charges, damages, costs, or other charges owed by the homebuyer which have become due since the Complaint was filed. YNHA may also file claims in probate cases.
- 400.12 Payback Agreements.** Any homebuyer who becomes two (2) or more months delinquent in homebuyer payments and/or other charges shall be required to sign a payback agreement for a period not to exceed twenty-four (24) months, or a shorter period within which the homebuyer is able to pay based on income. Payback agreements are subject to approval of, and must be signed by, the Executive Director or his/her designee. Payback will include the regular monthly homebuyer payment plus an additional amount to bring the account current. A minimum payment of 35% of the delinquency is required. If the homebuyer fails to make payments as per the agreement, the MHOA will be terminated. The Executive Director may decide to adjust the minimum payment and/or the repayment period in unusual cases, and must document the reasons for the decision.
- 400.13 Policy.** A copy of this policy shall be furnished to each homebuyer who is or becomes delinquent in his/her payments.