

**MUSCOGEE (CREEK) NATION**  
**DIVISION OF HOUSING**  
**Collection Policy**  
***Homeownership***

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# MUSCOGEE (CREEK) NATION DIVISION OF HOUSING Collection Policy

## I. Purpose and Applicability

The purpose of the Collections Policy shall be to inform the tenants and residents of established guidelines for collection of rent, house payments, housing services, and payment of work orders and other charges. The goal of this policy is to collect the amounts owed to the Muscogee (Creek) Nation 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 occupants/clients that have extended a lease/homeownership agreement/contract/loan with the Muscogee (Creek) Nation. For purposes of this policy, rental and homeownership occupants and families receiving services shall be referred to as "Residents." The term "Rent" shall be synonymous with home ownership house payments.

## II. Requirements and Procedures

Monthly payments shall be accepted between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. Payments shall be accepted at the Housing Office located at the Housing Administration Office on Highway 75 or may be mailed to:

Muscogee (Creek) Nation  
Division of Housing  
P.O. Box 297  
Okmulgee, Oklahoma 74447

Payments received after 3:00 p.m. shall be posted to the next day's business. Payment shall be made by money order, cashier's check, or personal check. If a personal check is returned by the bank, that participant shall be charged return check charges and shall be required to make all future payments by cashier's check, or money order, unless otherwise waived by the Housing Management Manager.

### 1. Amount of required monthly payment

The amount of required monthly payment shall be determined at the initial admission and occupancy as stipulated in the lease/homeownership agreement/contract/loan. The rent/payment shall be established based on the method identified in the Payment/Rent Policy or pursuant to program requirements. The monthly amount for rent/payment may be adjusted pursuant to re-examination.

- 1) All tribal employees and elected officials may elect to have payments

as a payroll deduct.

2. **Failure to meet financial obligations**

If the resident fails to meet financial obligations including payment of required rent, the account shall be handled in accordance with the outlined procedures on delinquent accounts. The ability to meet financial obligations is a requirement of admission and continued occupancy.

3. **Inability to make full payment due to hardship**

If the resident informs the Muscogee (Creek) Nation evidence of inability to make full payment due to hardship, the Muscogee (Creek) Nation shall consider an extension and negotiate a settlement. The resident should contact the Muscogee (Creek) Nation **prior to the due date** to receive an extension. The extension deadline shall become the new due date. The Muscogee (Creek) Nation 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.

4. **Partial payment**

When evidence has been presented by the resident that clearly shows an inability to make full payment, the Muscogee (Creek) Nation may accept partial payment upon satisfactory agreement.

5. **Budget Counseling**

The Muscogee (Creek) Nation may schedule a budget counseling session for the resident at a specified time during the period of account delinquency. Attendance and participation shall be required. In addition, the Muscogee (Creek) Nation shall offer budget counseling at any time, if requested by the resident. The Muscogee (Creek) Nation shall require the resident to sign a statement documenting **attendance and commitment by the debtor to improve personal financial management**. If the resident's account is delinquent more than three **(3) times within a twelve (12) month period** the resident shall automatically be required to complete a budget counseling session if requested by the Housing Division.

6. **Payment agreement procedure/negotiated settlement**

The Muscogee (Creek) Nation may negotiate a pay back agreement with the delinquent resident as an alternative to immediate termination. The pay back agreement shall be on short term basis not to exceed 12 months. It shall contain an acknowledgement 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 shall be signed by the head of household or spouse and the designated Muscogee (Creek) Nation staff. A default of the pay back agreement shall result in immediate termination. If the resident has presented evidence of hardship which caused the breach of the payback agreement, the Muscogee (Creek) Nation shall have discretionary to reinstate the pay back agreement. If prior payment agreements have failed, the Muscogee (Creek) Nation may restrict the reinstatement.

**7. Permanent loss of eligibility**

Failure to make the required monthly payment and/or breach of subsequent pay back agreement and termination of the resident's agreement/lease/contract/loan may result in permanent loss of eligibility for future housing services or benefits offered by the Muscogee (Creek) Nation, subject to the determination of the Housing Deputy Director.

**III. Collection of Delinquencies**

**1. Due dates**

All required monthly payments are due on or before the **first (1<sup>st</sup>) day** of the month and no later than the **fifth (5<sup>th</sup>) day** of each month. If a resident is unable to make the required monthly payment when due, a temporary extension of time may be requested. Extensions may be approved in writing by the Housing Management Manager. Such extensions shall be at the discretion of the Housing Management Manager and shall be granted in situations of extreme temporary financial hardship. This does not include normal expenses such as high grocery bills, utility bills, store bills, etc.

a. Unusual and unexpected family expenses, such as the death of an immediate family member or loss of ability to continue employment which requires an application to an appropriate agency for disability assistance

**2. When Required Monthly Payments are Delinquent**

All required monthly payments shall be considered delinquent if not paid on or before the **sixth (6<sup>th</sup>) day** of the month when due. The only exception shall be in the event that a resident has made prior written arrangements with the Housing Management Manager to pay at a later date.

**3. First Notice of Delinquency**

When a resident is delinquent with a payment, a notice shall be mailed to the resident. This notice shall be mailed, by the tenth **(10<sup>th</sup>)** day of the month after the payment is due and shall state the following:

- a. The date of the notice;
- b. The date the monthly payment was due;

- c. The amount of the delinquent payment;
- d. Outline to the resident that it is urgent that they contact the Housing Division and resolve the matter immediately. Failure to do so by the **twentieth (20<sup>th</sup>)** of the month could seriously jeopardize participation in the Housing program. For those residents experiencing difficulty, the resident may request counseling for referrals for assistance in the following areas:
  - a. Credit counseling
  - b. Social services
  - c. Employment programs
  - d. Maintenance programs
  - e. Any other area in which the resident may feel they need assistance.

Other agencies to which the resident may be referred to for assistance are as follows:

Health and Human Services  
Social Security  
Bureau of Indian Affairs  
Indian Health Services  
Emergency Rental Assistance (MCN Housing Division)

#### **4. Final Notice for Non-Payment**

If payment is not received or arrangements have not made by the **20th day** of the month following the first notice, a final notice shall be mailed, to the resident. This final notice shall inform the resident that they have until the last working day of the current month to pay the overdue amount, or the Mutual Help Occupancy Agreement or Lease with Option to Purchase Agreement, may be terminated. This notice shall be the final notice prior to termination.

#### **5. Termination of Mutual Help Agreements or Lease with Option to Purchase Agreement.**

In the event that an extension of the due date is *not* granted, the Muscogee (Creek) Nation shall notify the resident by Certified Mail, with return receipt request, that the Mutual Help Occupancy Agreement or Lease with Option to Purchase Agreement has been terminated. The notice to terminate shall be in writing and include the following provisions:

- a. Date of termination with a **thirty (30)-day** notice to vacate;
- b. The reason for the termination;
- c. That if within **fourteen (14) days** after the Muscogee (Creek) Nation Housing Division gives notice of termination. The resident

presents evidence or assurance satisfactory to the counselor, the Muscogee (Creek) Nation may rescind or suspend the notice of termination.

- d. Unless there is payment in full, rescission, or extension, the Mutual Help Occupancy Agreement or Lease with Option to Purchase Agreement shall be terminated by the 30th day.
- e. If the resident remains on the property after this date, the Muscogee (Creek) Nation Housing Division shall initiate court proceedings, with all cost incurred to be the responsibility of the terminated resident.
- f. If the resident vacates the home without notice to the Muscogee (Creek) Nation Housing Division, the Mutual Help Occupancy Agreement or Lease with Option to Purchase Agreement is automatically terminated.

#### **6. Court Action to Collect Payment**

If an acceptable arrangement for the payment of current monthly charges and delinquent amounts has not been reached prior to the effective date of the termination, action in the small claims court or tribal district court shall be filed.

At the court hearing the resident may present their case, the Muscogee (Creek) Nation shall present its case, and the judge shall evaluate the circumstances and issue a decision regarding the disposition of the case. If the resident fails to appear at the court hearing without prior notification to the Muscogee (Creek) Nation Housing Division, the Muscogee (Creek) Nation, Housing Division shall ask that a default judgment be granted in favor of the Muscogee (Creek) Nation and shall proceed with collection and eviction.

If the judge enters judgment in favor of the Muscogee (Creek) Nation and issues a Court Order specifying a date by which the resident must pay the total payment due in full, the Muscogee (Creek) Nation shall honor such action. If the resident does not pay the delinquent amount plus court costs and legal fees or vacate prior to the date specified, the Muscogee (Creek) Nation shall request the court to issue a writ of assistance to the sheriff for physically removing the resident, and the residents household goods from the home.

#### **7. Collection of Past Due Amount**

Should the Muscogee (Creek) Nation terminate occupancy in the case of nonpayment or other cause, the resident shall be responsible for:

- 1. Attorney's fees
- 2. Past due payments
- 3. Court costs
- 4. Sheriff's fees
- 5. Cost of petition

All payments shall be made in full to the Muscogee (Creek) Nation. In the event an agreement is terminated, the Muscogee (Creek) Nation shall make every effort to collect total amounts due by:

1. Filing a claim in small claims court or tribal District Court
2. Garnishment of wages.

#### **8. Acceptable Repayment Arrangement Subsequent to Court Action**

Repayment of delinquent amounts subsequent to a court order shall be in total unless otherwise authorized by the Housing Management Director.

#### **9. Leaving With Delinquency**

When a resident voluntarily vacates a home without paying all amounts due the Muscogee (Creek) Nation, they shall be ineligible for any future assistance from the Muscogee (Creek) Nation until the total amount due is paid. The Muscogee (Creek) Nation shall have the right to take all legal procedures to collect from the vacating resident all housing payments and expenses due the Muscogee (Creek) Nation. The Muscogee (Creek) Nation may use the following:

1. Court actions
2. An outside collection agency.

#### **10. Use of Equity (Mutual Help Home Ownership Program Only)**

When a resident in the Home Ownership Program vacates a home, the Muscogee (Creek) Nation shall use the equity available in the resident's accounts to pay for any delinquent monthly payments owed and damages to the home and any other costs associated with preparing the home for a new resident excluding normal wear and tear. The terminated resident shall receive an accounting, if requested, for the use of the equity, after an accounting exam, by the Muscogee (Creek) Nation.

#### **11. Other Causes for Termination**

Other causes for termination of the Mutual Help and Lease Homebuyer Occupancy Agreement and Lease with Option to Purchase Agreement shall be, but not limited to the following:

- a. Documented evidence of illegal activities, which shall include the use, sale, production or cultivation of any illegal drug, and/or any other crime related activity on or off the premises under the jurisdiction of the Muscogee (Creek) Nation. **Termination shall be immediate. Appeals shall not be granted to residents terminated for illegal activities as provided in the Grievance Policy.**

## **L. Appeal Process**

Termination for the above causes shall have a deadline of fourteen **(14) days to appeal or vacate**, with failure to appeal or vacate resulting in legal actions taken against the resident.

If a resident disagrees with the Muscogee (Creek) Nation's actions in implementing any of parts of this collection policy, they may make an appeal as provided in the Grievance Policy. A resident shall be obligated to continue their required monthly payments or other charges due the Muscogee (Creek) Nation while awaiting a decision of a Grievance appeal.