

CTUIR Housing Department

Admissions and Occupancy Policy

**Adopted by Board of Commissioners on
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ATTACHMENTS.....

SECTION 1: INTRODUCTION

- A. Summary:** These policies describe the Confederated Tribes of the Umatilla Indian Reservation (CTUIR) Housing Department's (HD) requirements for admissions and occupancy for the HD housing programs (low-rent, Mutual Help, Low-Income Housing Tax Credit (LIHTC), and future programs). Additionally, the Sections contained in this policy describe the process to be used for all programs, unless otherwise specifically stated in that policy Section.
- B. Preference:** Preference for the Native American Housing Assistance & Self-Determination Act (NAHASDA) current assisted stock (CAS) will be given to all federally recognized Native American Tribal members. Preference for eligibility for LIHTC rentals will be extended to all eligible individuals.
- C. Laws and Customs of the Umatilla Tribe:** Only those who are eligible under the laws and customs of the Umatilla Tribe to lease tribally owned land for residential purposes. Non-Indian and non-member spouses may join in the application process and have their income considered; however, the non-Indian or non-member spouse cannot be the beneficiary or remain in possession of the rental unit; nor may the parties or the Courts allow the non-Indian or other Native spouse to remain in possession of the rental unit in the event of divorce or death, but only if they qualify/are eligible per the eligibility procedures.
- D. Purpose of Policies:** Policies have been prepared to provide direction to staff for admission of families in the programs and for administration of the requirements governing their occupancy. HD policies are developed in consideration of applicable tribal, state, and federal law. All housing assistance programs will be implemented by HD through its Housing Director assisted by occupancy specialists, housing counselors, and maintenance personnel. Staff will conduct a reasonable and broad based effort to solicit and accept applications from all interested Umatilla families first. After determining eligibility, waiting lists of potential program Applicants will be maintained according to factors outlined in these policies. These waiting lists will be used by staff in pre-selecting prospective Tenants.
- E. Applicability of Policies:** All participants are subject to the policies of the HD as they now exist or as they may hereafter be amended. Violation of the same is grounds for termination of the applicable lease or agreement.
- F. Program Applicability:** All HD Low-Rent programs are subject to this policy. Other HD existing and future programs, including homeownership opportunity programs (i.e., lease with option to purchase, Mutual Help, HD designed programs, etc.) and rental assistance programs (i.e., Low-Income Housing Tax Credit, Voucher, etc.) are subject to the standards contained in this policy unless specifically stated in the policy Section or the applicable program lease/use and occupancy agreement, regulations, or policy.
- G. Staff and Officials Applicability:** The HD Board of Commissioners (BOC) and staff will comply with all applicable laws, regulations, and policies governing funds granted or loaned to the HD. Additionally, commissioners and staff must be in compliance with the Umatilla Tribal Codes and Ordinances, applicable state and federal laws and regulations, and HD policies. Failure of BOC and/or staff to be in compliance will be addressed through disciplinary action that could result in termination of employment or removal from the BOC.

- H. **Codes:** Tenants and Occupants are required to adhere to all Umatilla Tribal Laws and Codes and other applicable laws with regard to their personal conduct when it impacts their housing obligations and the rights of others.
- I. **Amendment of Rules:** HD reserves the right to make reasonable modifications to these rules and tenant leases if needed for health or safety purposes, programmatic purposes, management purposes, or necessitated by a change in Tribal Code, applicable federal law, or applicable regulations. Tenants will be given at least thirty (30) days notice of any modification that is substantive. Changes that result in clarification of language or correct errors that do not impact Tenant Agreements or change the scope of work of a program will not be subject to public notice.
- J. **Number and Gender:** Whenever used throughout this policy, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.
- K. **Authorization of Housing Director:** The Housing Director is authorized by the Board of Commissioners to implement these policies and to develop all procedures deemed necessary by the Housing Director. Whenever used throughout this policy, unless the context shall otherwise provide, the reference to the Housing Director shall mean Housing Director or designee.
- L. **Conflicting Rules and Regulations:** When rules and regulations in the Admissions and Occupancy Policy conflict with the terms of a signed and authorized Tenant lease, the terms of the terms control.

SECTION 2: RESIDENTS & GUESTS

- A. **Peaceful Enjoyment:** Tenants shall respect the peaceful enjoyment of the community and see that their guest does the same. It is the responsibility of the Tenant to keep their children under control at all times. Neither Tenant, their children, guests nor any other person staying or visiting the Tenant shall cause unreasonably loud or disturbing noise, especially between the hours of 10 p.m. to 8 a.m.
- B. **Unauthorized Guests:** Guests staying more than a total of 20 days in a calendar year will be considered unauthorized occupants trespassing on the property and subject to removal by law enforcement unless the time period is expressly permitted in writing by the Housing Director and signed by all parties to this Agreement.
- C. **Responsibility for Guest:** Tenants are responsible for the action of occupants of their home, as well as guests and invitees.
- D. **Manner of Conduct:** Tenants shall conduct themselves, and cause other persons who are on the premises with their consent, to conduct themselves in a manner which will not disturb his/her neighbors' peaceful enjoyment of their accommodations and will be conducive to maintaining the neighborhood in a decent, safe and sanitary condition. The excessive use of alcohol, partying, fighting, quarreling, violent behavior/assaultive and any other action or

activities that interfere with or disturb the health, safety, or right to peaceful enjoyment of the premises by other Tenants are prohibited.

- E. Tenants shall refrain from, and to cause his household and guests to refrain from destroying, defacing, damaging, or removing any part of the home or grounds.

SECTION 3: UNLAWFUL CONDUCT

- A. The Tenant is prohibited from using, causing to be used, or allowing to be used any part of said rented or leased premises for any unlawful conduct or purposes. Any unlawful conduct is prohibited and may result in eviction and termination of the Lease Agreement or Use and Occupancy Agreement.
- B. Umatilla Public Safety Department is responsible for receiving and investigating any suspicious or illegal acts. Tenants are requested to notify the Umatilla Tribal Police Department for investigation and prosecution.
- C. The Umatilla Tribal Code shall have exclusive jurisdiction over any dispute that arises.

SECTION 4: COLLECTIONS & EVICTION

Purpose: Living in HD houses has both benefits and obligations, which go hand in hand as a “package deal”. In return for not having to pay for the full cost of a house, homebuyers and tenants will be held fully accountable for those smaller payments they are required to make. Residents are expected to take full responsibility for their personal financial situation to the extent of being able to make their monthly payments in full and on time, every month. In addition, homebuyers are expected to perform required routine and non-routine maintenance, when needed.

These required monthly payments are used exclusively by the HD to operate, improve and expand our housing assistant programs for current and future residents and to enable homebuyers to become homeowners. Required payments are adjusted up or down at least annually, to assure that families pay only their fair share, based on their income.

Prompt payments from homebuyers and tenants, as set forth in this policy, is a primary function of the HD which demonstrates the capacity to properly and effectively manage the existing housing programs and to create a financial base for increasing the housing stock on the Umatilla Reservation. The HD’s ability to continue present services to homebuyers and tenants, and to secure future funding for housing improvements and/or additional housing units is directly impacted by the successful administration of this policy.

- A. **Applicability:** The Collection and Eviction Section of this Policy applies to all Tenants regardless of the specific program. The term Tenants also includes Homebuyers.

- B. **Due Dates for Monthly Payments or Other Charges:**

1. All monthly payments are due and payable in full by the first day of each month, whether or not billing statements are sent by the HD.
2. All “other payments” for other incurred costs are due and payable on the first day of the month following the charge.
3. Households that have a significant portion of their income coming from seasonal work, will be allowed to pay at times that more closely match when income is received subject to the advance approval of the Housing Director or Staff Designee. These larger but less frequent payments need to be made in advance, the same as regular monthly payments which are made for the ensuing month. Default of any portion of the plan will be treated in the same manner as nonpayment of charges for a non-seasonal worker.
4. Residents are responsible for notifying staff prior to the **10th** day of the month if they will be unable to make the full payment when due and for requesting an informal resolution with the appropriate staff to make payment arrangements. Any payment not received after the 10th of each month will accrue a late fee of \$25 (further outlined in Section E of this chapter) unless previous arrangements have been made and approved by the Staff Designee such as a payback agreement, payroll deduct or other agreed arrangement.

C. Payback Agreements (PBA):

1. If payments are not made as required, PBAs may be executed by the Housing Director or Staff Designee with the resident after financial counseling and after the staff has determined that the resident is still capable of and committed to fulfilling all obligations of their Lease.
2. To be allowed to maintain occupancy, each Homebuyer and Tenant with debt balances is required to set up a PBA acceptable to the Housing Director or Staff Designee.
3. Failure to make payments as agreed in the PBA will result in automatic termination of the Lease and forfeiture of a subsequent Payback Agreement. The HD is prohibited from entering a PBA with a Tenant or Homebuyer to resolve default under an existing PBA.
4. When a Payback Agreement is executed, the resident will be required to pay with the Payback Agreement covering the remaining balance.
5. The HD shall require a Tenant to do one or more of the following as a condition to entering a PBA:
 - a. Execute an irrevocable payroll deduction form to meet PBA obligation;
 - b. Execute an irrevocable assignment of Tribal dividend to meet PBA obligation; and
 - c. Take other action deemed necessary by the Housing Director or Staff Designee to cure the default in meeting financial obligations.

6. When developing the PBA, the Staff Designee will stress to the tenant(s) that this is the Final Agreement and it is the last chance to remedy and meet compliance before HD proceeds to the eviction process.

D. Voluntary Assignment of Tribal Dividend:

1. In those cases where enrolled Umatilla tribal members are HD tenant(s) who wish to voluntarily pledge future Tribal dividend payments to pay delinquent amounts owed to the HD, then any repayment agreement between the HD and the tenant involving voluntary assignment of any Tribal dividend payments made by the tribe to the tenant(s) is authorized by the Housing Director or Staff Designee.
2. The Staff Designee or Housing Director will prepare the legal documents required to execute a contract with the debtor for voluntary garnishment for which cancellation can only be made by the HD.
3. Voluntary assignment usage provides an opportunity to the Tenant to bring his account current. A subsequent delinquency will be treated in the same manner as any other delinquency, except for a PBA.

E. Notices And Informal Resolution:

1. Notice of Delinquency: If the required payment is not received by close of business on the 1st day of the month the Tenant will be considered delinquent. Tenants have a grace period until the 10th to make the payment without incurring any late fee.
2. If the Tenant has not made their monthly payment by the 10th day of the month and is delinquent for the current month only, a courtesy letter will be issued through regular mail which will include at least the following information:
 - a. Reminder that the grace period has expired;
 - b. Payment for the current month has not been received;
 - c. A \$25 late fee has been added to the amount due (fees are subject to change);
 - d. Amount of delinquency;
 - e. Payment in full is required within seven (7) days from the date of the letter or a Notice of Termination will be issued;
 - f. Prompt payment is a requirement for continued occupancy;
 - g. Name of the HD staff to be contacted for arranging for a meeting, such as that described in Item "h" below.
 - h. That if the tenant has had unforeseen, or unusual problems in making the payments, the tenant must meet with the HD staff within ten (10) calendar days to determine if the circumstances warrant special payment arrangements through a Payback Agreement or a Voluntary Assignment of Tribal Dividend. If the circumstances do not warrant special arrangements, the delinquent amount must be paid in full.

F. Notice To Quit:

1. If an acceptable Payback Agreement has not been made, or full payment received by close of business on the 20th day of the month, staff will personally deliver a Notice to Quit (Termination) to the tenant or occupier, or to any adult member of the tenant's or occupier's family then residing on the premises, or by posting it on the door and/or by regular mail, informing the following:
2. A demand Notice to Pay in full, or execute and deliver a HD Payback Agreement or a Voluntary Assignment of Tribal Dividend form, in an amount and with terms acceptable to the Housing Director or Staff Designee within seven (7) days of service or to vacate the unit, notifying the tenant that upon tenant's failure to so perform, that the HD will seek the tenant's forcible eviction from said premises, together with rents, utilities, charges of the HD, damages caused by tenant's occupancy, and costs and attorney's fees.
3. Failure to Comply with Notice of Quit (Termination)

In the event the tenant fails to comply with the Notice to Quit (Termination), the HD will seek the tenant's forcible eviction pursuant to the Umatilla Tribal Eviction Procedures through the Umatilla Tribal Court and outlined under the CTUIR Landlord/Tenant Mortgage Codes.

G. Leaving With a Delinquency:

1. Residents with terminated Leases that have debt balances (including fees) will be processed through court proceedings if a Payback Agreement with the ex-resident cannot be executed or successfully followed; and
2. Residents that have debt balances with HD will not receive future housing assistance from HD until those debts have been paid in full.
3. Residents with terminated Leases that have debt balances are not permitted to reside with any tenant or homebuyer leasing a HD house.

H. Costs of Debt Collection:

All costs incurred in the collection of debts will be charged to the resident through the resident's account.

I. Charges to Residents (Damage And Repairs):

1. Upon vacating the unit, the ex-residents will be responsible for the costs of all necessary repairs to place the unit and the premises in same condition as at the beginning of the tenancy, except for ordinary wear and tear.
2. Upon failure of a tenant to fulfill their maintenance obligations, staff will perform the required maintenance and code upgrade for the unit and the premises and charge the tenant's account accordingly.

J. Vacancy Without Notice:

1. The day staff discovers the abandonment of the unit; HD will retake possession and immediately inspect the unit to determine if repairs are necessary.
2. If repairs are necessary, the ex-residents will be responsible for all costs of those repairs. A copy of the charges will be forwarded to the last known address of the ex-resident.
3. If adequate payment arrangements are not made by the ex-resident, the HD will file court action against the ex-resident.

K. Automatic Payments/Payments In Advance

The HD will accept automatic payments on behalf of residents, and if a tenant is more than thirty (30) days past due and is employed, tenant will, if payroll deduction is available through his/her employer, set up a payroll deduction for payment of the monthly house payment. Delinquent automatic payments may be subject to late fees as would any other delinquent payment.

L. Notice Not Required:

In the following circumstances, the Housing Director or Staff Designee may implement immediate eviction proceedings:

1. There is clear and evident danger to the surrounding community.
2. There is a life-threatening situation to the surrounding community.
3. The breach is related to drug activity in violation of the HD Tenant Agreement and the Drug Section of this Policy.

M. Evictions For Other Program Violations:

Other violations of provisions of this policy or of the Lease Agreement is subject to the same procedure as set forth for non-payment of rent, as set forth above.

N. Opportunity For Hearing:

1. The opportunity to be heard by the Tribal Court shall be afforded to all tenants/homebuyers involved in eviction matters.
2. The Grievance Section of this Policy does not apply to any grievance concerning a termination of tenancy or eviction that involves any of the following:
 - a. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the HD housing development by other residents or employees of the HD, or

- b. Any drug-related (including alcohol-related) criminal activity on or near the premises.
- c. Any nonpayment of charges,
- d. Violation of statutory or regulatory requirements.

O. Administrative Remedies:

1. In order to exhaust all reasonable alternatives prior to exercising eviction, the Housing Director is authorized to develop administrative remedies for extraordinary circumstances which may provide temporary solution. Such measures may include, but not be limited, to the following:
 - a. Protective Payee arrangements;
 - b. Debt management plan;
 - c. Assignment of trust income.
2. The Housing Director will cause to be prepared procedures that are uniform and fair in their application.

SECTION 5: GRIEVANCE

- A. Purpose:** To assist in the resolution of complaints by HD program applicants and tenants and to afford program applicants and tenants a fair and reasonable opportunity to have their responses heard and considered by HD. It is not intended to provide a forum for the aggrieved party to challenge HD's policies, tribal, federal or state codes, requirements and/or regulations, to settle domestic disputes, or to resolve matters which are more appropriately a police or court matter.
- B. Applicability:** Applies to all program applicants and rental and homebuyer tenants.
- C. Non-applicability:** Grievances regarding actions for which a court hearing is necessary to carry out HD action (such as eviction or termination of tenancy) are not required to be subject to the Grievance Policy. The Umatilla Tribal Court will afford claimants an opportunity to be heard on the merits of their particular case. The Grievance Policy does not apply to any grievance concerning a termination of tenancy or eviction that involves any of the following:
1. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the HD housing development by other residents or employees of the HD;
 2. Any drug-related (including alcohol-related) criminal activity on or near the premises;
 3. Any nonpayment of charges;
 4. Violation of statutory or regulatory requirements; or

5. Incidences occurring after the appropriate statute of limitations have been exhausted.

D. Definitions:

1. A complainant is any tenant whose complaint is presented to HD staff, up to the Housing Director, on an informal basis.
2. A complaint shall mean a formal grievance brought under the Grievance Section of this Policy against alleged actions taken by the HD that adversely affects the complainant's participation in a HD program.
3. A formal hearing is the process by which the Board of Commissioners hears an appeal by a complainant dissatisfied with the Housing Director's decision.
4. A grievance is any dispute which a tenant may have with respect to HD action which adversely affects the individual tenant's rights, duties, welfare, or status.
5. An informal hearing is the process by which complaints are first considered by the appropriate HD staff.
6. A tenant is a lessee or the remaining head of household of any tenant family residing in housing accommodations owned or leased by the HD.

E. Due Process:

The HD Grievance Policy shall comply with the Indian Civil Rights Act, if applicable and shall assure that applicants/residents in all programs will:

1. be advised of the specific grounds of any proposed adverse action by the HD;
2. have an opportunity for a formal hearing and afterwards, if applicable, a formal hearing before the Board of Commissioners upon timely request as outlined in these policies;
3. have an opportunity to examine any documents or records or regulations related to the proposed action;
4. be entitled to be represented by another person of their choice at any hearing;
5. be entitled to ask questions of witnesses and have others make statements on their behalf; and
6. be entitled to receive a written decision by HD on the proposed action.

F. Filing Complaints:

1. Complaints pertaining to neighbors who are HD residents must be made in writing utilizing the HD Complaint form. Assistance in writing the complaint will be made available to the resident at the resident's request.
2. All complaints pertaining to HD action are to be presented first on an **informal basis**, either orally or in writing, to the appropriate HD staff. If the complaint remains unresolved, the complainant must request an informal hearing with the Housing Director.
3. Regardless of the nature of the complaint, all payments due HD are to be paid as agreed upon per the lease agreement or any promissory note or other repayment plan in the amount equal to the amount paid in the month preceding the complaint plus any fees.
4. Complainants dissatisfied by the Housing Director's decision may request a hearing before the Board of Commissioners in accordance with the procedures contained herein.
5. The Housing Director or Staff Designee must implement procedures which will ensure that notices and/or information are made available within a prescribed time frame and that complaints and HD response to complaints are documented.

G. Informal Hearing:

1. The complaint must be made to the appropriate staff within fifteen (15) working days of the act which is the basis of the grievance. If the complaint pertains to the actions of another tenant, the complaint must be in writing, utilizing the complaint form. The appropriate staff will assign a staff person to assist in the preparation of complaints upon request of the Tenant.
2. Complainants dissatisfied with the HD's decision may request an informal hearing with the Housing Director within ten (10) working days of the HD's decision.
3. The Housing Director will schedule a meeting with the complainant as soon as it is possible, time and place reasonably convenient to the complainant, and will notify the complainant in writing of such.
4. If the complainant fails to show up for the scheduled meeting without notification, the right to a hearing through HD Grievance Policies will be waived, and the complainant shall be so notified in writing. However, this does not constitute a waiver of the complainant's right to contest HD's decision through legal proceedings in the Umatilla Tribal Court.
5. The Housing Director will attempt to consider all the facts associated with the complaint in order to discuss and, hopefully, resolve the complaint without necessity for a formal hearing.
6. A written summary of the discussion and the Housing Director's decision will be sent to the complainant within fifteen (15) working days of the date of the informal hearing. The summary will include names of participants, date of the meeting, nature of the complaint, the Housing Director's decision and the basis of the decision, and the procedures by which a formal hearing can be obtained.

H. Request for a Formal Hearing:

1. In the event the complainant does not receive a response to their grievance or feels that their grievance has not been resolved appropriately, he may submit within fifteen (15) working days of the date of the Housing Director's decision (date of correspondence) a written request to the Housing Director to be placed on the next regular meeting agenda to have the complaint heard by the Board of Commissioners.
2. The complainant's written request shall be considered a notice of appeal, and it must specify the following information:
 - a. The reason for the grievance;
 - b. The action or relief sought; and
 - c. Action(s) taken by HD to resolve the complaints that was allegedly incorrect.
3. If the complainant's request for a formal hearing is not in accordance with Item 2 above, the Housing Director or designee will attempt to assist the complainant with the proper procedures.
4. The Housing Director will send written confirmation of the date, time and place of the Board of Commissioners' meeting in which the grievance will be heard.
5. The Housing Director will notify the Board of Commissioners of the request and provide copies of materials relevant to the appeal.
6. If the complainant fails to appear at the formal hearing, then HD's disposition of the grievance under the informal hearing process shall become final. However, this does not constitute a waiver of the complainant's right to contest HD's decision through legal proceedings in the Umatilla Tribal Court.

I. Decision of the BOC:

1. The decision of the BOC shall be final and based upon the following:
 - a. Facts presented at the formal hearing;
 - b. Applicable laws and regulations; and
 - c. Applicable HD policies.
2. The decision of the BOC shall be made in writing and submitted to the complainant within ten (10) working days to the greatest extent feasible.
3. No BOC member who has family ties to the complainant shall participate in any of the formal hearing proceedings.

SECTION 6: INCOME

- A. Policy:** The Housing Director is authorized to provide affordable housing assistance to low- and moderate-income families in accordance with program specific requirements. Non low-income families will not receive the same benefit as low-income families and will be subject to Item (i), Non-Low-Income Assistance, of this Section
- B. Applicable Definition:** The HD will use the meaning of annual income as defined for HUD's SECTION 8 programs in 24 CFR Part 5, subpart F. In using the HUD's SECTION 8 program definition of annual income the HD will exclude from annual income any amounts that are on the list of Federally Mandated Exclusions as amended time to time in the Federal Register. Household income will be used as the basis for calculating the house payment for all NAHASDA programs. Household income and bedroom size will be the basis for calculating house payments for LIHTC homes.
- C. Meaning of Annual Income:** Annual income is defined in accordance with SECTION 8 and 24 CFR Part 5, subpart F (SECTION 5.609). The implementing handbook, HUD Handbook 4350.3 Rev. 1 will apply and is included as Attachment A.
- D. Calculation of Income:** Income will be calculated in accordance with the procedures outlined in HUD 4350.3 Rev.1 as it now exists or is hereafter amended as referred in Attachment A. Household income will be used as the basis for calculating income for the all programs unless specifically stated in the specific program section.
- E. Verification:** SECTION 1000.128 of NAHASDA requires the HD to verify that the family is income eligible based on anticipated annual income. The family household's annual income may not exceed the applicable income limits (NAHASDA Guidance No. 2004-03, Income Limits, dated February 10, 2004). Each year these guidance numbers are revised and supersede the previous year's guidance.
- F. Documentation:** The family is required to provide verifiable income documentation to verify income and to qualify for deductions. The HD is required to maintain the documentation on which the determination of eligibility and income are based. The HD will require a family to periodically verify its income in order to determine housing payments, fees, household composition, or continued occupancy.
- G. Income Limits:** Whenever NAHASDA funds are used to assist a family, the HD will utilize the HUD National Median Income Limits as amended annually as the applicable income limits, unless otherwise required by other program policy or regulations. For example, the county area median income limits are required to be used by the LIHTC program. The use of gross or adjusted gross income is identified in the specific program requirements.
- H. CTUIR Tribal Dividends:** CTUIR issues Tribal Dividends on a quarterly basis. Tribal Dividends will be used when calculating annual gross income when determining income eligibility for the programs, but when calculating monthly rent, the CTUIR Tribal Dividend will be deducted and not used when calculating monthly rent amounts.

- I. **Non Low-Income Assistance:** The HD will provide assistance to non-low-income families to the greatest extent feasible and in accordance with the NAHASDA or applicable program requirements. NAHASDA Assistance to non-low-income families may be made available under the following circumstances subject to the availability of funds.

Through conditions specified in the Indian Housing Plan under the following circumstances:

1. When a total of 10% of the total grant funds for a given Indian Housing Plan (IHP) are designated by the HD as being available for assistance to families whose incomes are between 80% and 100% of median income;
2. When the HD has a HUD approved model activity to provide assistance to moderate and above income families.
3. Other conditions under which non low-income Indian families can receive benefits under the Indian Housing Block Grant (IHBG) Program include guarantee activities under Title VI of NAHASDA and Loan guarantee activities under Title VII of NAHASDA.

In order to provide assistance to non-low-income Indian families, certain conditions must be met:

- J. **In all cases,** HD must determine and document that there is a need for housing for each family which cannot reasonably be met without NAHASDA assistance.

The HD must state in the IHP that it intends to use up to 10 percent of its annual grant amount to assist Indian families with incomes that fall within 80 to 100 percent of the national median income without HUD approval.

HUD approval is required if the HD plans to use more than 10 percent of its annual grant amount for such assistance or when HD plans to provide assistance to families with incomes over 100 percent of median income. In these cases a model activity would be required.

A non-low-income Indian family cannot receive the same benefits provided to a low-income Indian family.

Determination of the amount of assistance will be in accordance with PIH Notice 99-6 as it now exists or may hereafter be amended.

SECTION 7: APPLICATION

Applicants are encouraged to submit applications as soon as possible because of the extensive requirements for qualifying. They also must be informed that if they need assistance in completing the application, staff are available to assist them. Federal law prohibits discrimination based on race, color, creed, religion, national origin, sex, age or handicap, although preference for selection may be given first to Native American Applicants meeting the requirements of NAHASDA.

- A. Application Forms:** There are specific forms that must be used to complete an application depending on the type of assistance for which one is submitting an application. These forms may be supplemented with additional forms as deemed necessary by the Housing Director for clarification purposes.
- B.** Application forms generally required by the HD include, but are not limited to the following:
1. Intent to Apply or the Uniform Residential Loan Application (URLA) or program specific basic application
 2. Family Self-sufficiency forms
 3. Consent for Credit Report
 4. Homebuyer Counseling Agreement
 5. Applicable Verifications
 6. Tenant Income Certification (TIC)
 7. Client Action Plan
 8. Applicable Consents to Release Information
 9. Budget Worksheets
 10. Other worksheets or forms may be required.

The application form will be designed by staff to gather enough information to allow a full assessment of the family's background to determine and verify eligibility, consistent with any applicable federal, HD requirements, and the requirements of any other funding entity that are applicable.

- C. Application Process:** Families must submit a full and complete application, including authorization before they can be determined eligible or placed on a waiting list.
1. In order to be considered for occupancy in any housing program offered by the HD, a written (legible) application must be completed.
 2. All application data processed by HD staff are entered in the automated data systems program.
 3. The Designated Staff member receiving an application must note the date and time (date & time) when the application was received.
 4. All information provided in the application must be verified and documented before an application is considered complete. In the event there are concerns regarding the information obtained, the staff will report the concerns to the appropriate supervisor who will review information to make a decision.

5. Once the application is complete and eligibility has been determined, the Applicant data will be entered into the Waiting List database according to date and time.
6. In the event of a rejection, the staff will notify the Applicant in writing of the basis of the determination and the right to appeal the decision in accordance with the Grievance Section of this Policy.
7. In the event of a favorable determination, the staff will notify the Applicant in writing, and for placement on the Waiting List.

D. Charges: There is no application fee for HD program assistance, although Applicants pursuing homeownership will be responsible for other fees assessed by lenders in the event a Tenant successfully exercises their option to purchase. This is subject to change.

E. Notification to Applicants of Ineligibility: Each Applicant shall be notified as promptly as possible, but not to exceed thirty (30) days, in regard to his/her eligibility status.

1. If the HD determines the Applicant to be ineligible for admission, the Applicant is to be informed in writing of the determination and of his right to appeal in accordance with the Grievance Section of this Policy.
2. The reason for the determination shall be included in the written notification.
3. Each such case shall be documented and such documentation shall be maintained and properly filed.

F. Notification to Applicant of Eligibility: Applicant shall be notified in writing of the following:

1. The determination of eligibility and placement on the Waiting List;
2. **Waiting List placement does not guarantee selection;**
3. Responsibility of the Applicant to update Applicant information as changes occur;
4. Removal from the Waiting List if the Applicant fails to update information at least annually; and
5. The process for the Applicant to periodically check the Waiting List.

G. Communications: All communications with the Applicant must adhere to the following requirements:

1. All official notices must be in writing and signed by the designated staff with a copy to the appropriate staff and the Housing Director.
2. All verbal communications are to be documented in the Applicant file and the client database, indicating date, time, content, and disposition.

3. All written communications or major inquiries from an Applicant are to receive a written response within five (5) working days from the date of receipt.

SECTION 8: WAITING LISTS ADMINISTRATION

- A. Overview:** The waiting list is the tool used to establish the order in which housing offers are made to apparently qualified Applicants. Generally, waiting lists management will be guided by HUD Handbook 4350.3 Rev. 1 as it now exists or hereafter may be amended. The Housing Director will designate staff to administer the waiting lists policy, establish procedures to implement the policy, including preparation of a quality control system that ensures ethics and integrity in administering the waiting list policy.
- B. Policy Formation:** Policies will be established by the Board regarding the following:
1. Preferences and priorities;
 2. Opening and closing the waiting list or a sub-list;
 3. Waiting list organization;
 4. Enter new Applicants;
 5. Essential application information for waiting list;
 6. Updating;
 7. Removal from the waiting list;
 8. Making and rejecting offers; and
 9. Reporting
- C. Preferences:** In accordance with this goal, housing assistance opportunities will be made available in accordance with HD established preferences. The intent of preferences is to establish the order of selection from the waiting list. Although preferences identify a list of families who need units, the reality is instead, the matching of those families and incomes with the HD's vacant units. Waiting list and sub-lists will be developed based on the following established preferences to the greatest extent feasible.
1. Preferences are established to ensure that the benefits accrue to enrolled members of the Umatilla Tribe. Consequently, the following definitions will apply:
 - a. ALL UMATILLA FAMILY means the head or heads of household and at least one child is enrolled members of the Umatilla Tribe. Umatilla couples are also included in the definition of all Umatilla family.
 2. A family admitted based on a qualifying Tribal member must retain the qualifying Tribal member as part of the household in order to ensure continued occupancy.
 3. **A family admitted based on the qualifying head of household(s) cannot change the qualifying head of household later.**
- D. Priorities:** The HD Board of Commissioners (BOC) establishes priorities with the program preferences to ensure consistency with specific program requirements. For example, a homeownership program must establish priorities for creditworthiness, mortgage readiness,

etc. Additionally, the BOC will establish priorities based on occupancy standards, income targeting, and families who have never been assisted.

- E. Waiting List Organization:** The HD will maintain a single Waiting List, although the Housing Director or HD Staff Designee is authorized to establish sub-lists based on, but not limited to, site, preferences, income targeting, unit size, etc.
- F. Enter New Applicants:** The HD may accept applications only for waiting lists or sub-lists that are open. The HD will maintain an electronic log that lists Applicants by rank and also indicates the date and time a completed application is received.
1. Application forms will be completed to the extent that all factors of eligibility are included and the HD can make a determination on the apparent eligibility status of the Applicant.
 2. Only Applicants who have completed a HD application entirely, provided all the requested information, and been determined as an apparent eligible Applicant will be entered on the appropriate waiting list.
 3. Applications received on the first of the month will be processed to the greatest extent feasible within a minimum of thirty (30) days and, if determined to be an apparent eligible Applicant, placed on the waiting list by the first of the month if received by the first of the preceding month. Applications determined to be acceptable and received after the first of the month will be placed on the waiting list by the first of the second month following the month in which the application is received.
 4. Applications received from previously removed Applicants will be time and date stamped based on the most current date of application.
 5. Applicants who have a debt to the HD will not be placed on the waiting list until all debt is retired. The date received will be either the date the debt is retired and a completed application is received or after the date the debt is retired and a completed application is received.
- G. Essential Application Information for Waiting List Placement:** Application forms will be completed to the extent that all factors of eligibility are included and the HD can make a determination on the apparent eligibility status of the Applicant. The Housing Director or Staff Designee may modify the waiting list information based on program requirements and software requirements. However, the following identifies the information required for waiting list records and for eligibility determination:
1. Waiting list record requirements:
 - a. Minimum information:
 - (1) Identifier number
 - (2) Name and address
 - (3) Family size
 - (4) Income
 - (5) Date/time of application
 - (6) Tribal affiliation/non-Indian

- (7) Notification to update
- (8) Recertification of application (date)

b. Optional information:

- (1) Source of income
- (2) Place of employment
- (3) Length of employment
- (4) Federal IRS Form 4506 or 4506T
- (5) Previous federal housing assistance
- (6) Financing capability
- (7) Disabled
- (8) Veteran

- 2. Factors of eligibility for placement on the waiting list.
 - a. Preferences
 - b. Priorities
 - c. Other eligibility consideration identified throughout this policy
 - d. Program specific requirements
 - e. Etc.

H. Updating the Waiting List or Sub-list:

- 1. The Waiting List and any sub-lists will be updated for significant changes or new applications to the greatest extent feasible on a monthly basis.
- 2. The responsibility for annually updating the Applicant file resides with the Applicant, although the HD may attempt to contact Applicants by phone or in writing to update their application. Failure for an Applicant to update annually will result in automatic removal from the Waiting List.
- 3. Applicants removed from the Waiting List will be placed in the inactive file.
- 4. Applicants removed from the Waiting List will be notified in writing of the removal due to failure to update. Written notification will be mailed to the address listed on the last updated application.
- 5. Any efforts to notify the Applicant must be noted in writing.
- 6. Yearly updates by Applicants will be noted on the Waiting List by date of completed updated application.

I. Removal from the Waiting List:

- 1. Background Check results. (Refer to Section 10: Eligibility criteria on background check guidelines).
- 2. Date and time of the updated application will apply to Applicants who fail to submit an updated application.

3. To remain on the waiting list, Applicants must inform staff in writing of any changes in income, as they occur. Staff will perform a limited verification of the Applicant to ensure that the Applicant appears to meet the eligibility requirements for admission. Should an Applicant become ineligible based on a change in income, staff will notify the Applicant in writing that he/she no longer qualifies for admission into the program. In addition to income changes, disqualification may also be caused by program and policy changes. In all instances, the Applicant must meet all the requirements at the time of move-in.
4. Applicants who during the pre-selection process have been determined to be ineligible will be removed for an amount of time depending upon the circumstances of the ineligibility. The HD Staff Designee is authorized to make the determination and develop a corrective action plan if warranted.

J. Making and Rejecting Offers:

1. **Placement on the Waiting List does not guarantee selection.** It indicates that at the time of application all factors of eligibility are included to make an initial determination on the **apparent** eligibility status of the Applicant. Once an offer is made the HD will commence verification and certification process to determine satisfaction of all the requirements for final selection.
2. The HD will pre-select from the appropriate waiting list in descending order.
3. All pre-selection notices will be in the form of a formal letter.
4. Rejection of two (2) offers by an Applicant will result in removal from the waiting list.

K. Reporting Requirements:

1. A copy of the most current waiting lists will be posted in a public area of the HD office. If an Applicant requests their name and position on the waiting list to remain confidential the HD staff will accommodate such a request.

SECTION 9: APPLICANT FILES

- A. Filing Requirements:** All applications are filed as Active or Inactive. Files will be categorized by program type.
- B. File Management:** When an Applicant is placed on the Waiting List, the application and all the supporting documentation is maintained in the Active File. All Applicant files are organized by program type and then alphabetically.
- C. Inactive File:** Applicants who are determined to be ineligible for whatever reason are placed in the Inactive File, organized by program type, then fiscal year, and then alphabetically. Inactive files will be set up in a database indicating the name, address, bedroom size, income, program type, date of application, and any other data as determined by the HD Staff Designee.
- D. File Retention:** All Inactive Files are retained for a minimum of three (3) years. All active files are retained for five (5) years after move-out or in accordance with HUD Handbook 4350.3 Rev. 1, whichever is less.
- E. Confidentiality:** Information contained in HD files is confidential. Only those with a need to know have the right to review the contents of client files. Staff is prohibited from discussing the contents of a client's file with anyone other than HD staff unless an interagency release of information has been executed with the HD and other agencies of the Umatilla Tribe. Tribal officials must have a court order to access Applicant or occupant information unless the Applicant or occupant has signed consent to release the information to the requesting party.

SECTION 10: ELIGIBILITY

Specific guidance regarding procedures for determining eligibility are located in the most recent HUD Handbook 4350.3, more specifically in Chapter 3, Eligibility for Assistance and Occupancy, and are hereby incorporated by reference. The following eligibility requirements must be met at a minimum in order for persons being considered and to remain eligible for tenancy.

- A. Drug Elimination Policy:** HD has a separate Drug Elimination Policy and Methamphetamine Testing Policy that each applicant and program participant must comply with along with the eligibility requirements in this section.
- B. Background Check Policy:** Criminal background checks will be done for all applicants for HD housing. Once occupying the home, all tenants 13 years of age or older residing in the home will be required to pass a background check at each annual re-certification period.

Background checks for tenant screening should include a criminal background check with a criminal record search and an eviction report.

1. **Criteria:** The following criteria shall be used as a guide in disqualifying an individual for placement on the HD Waiting List or to remain in the household, at the time of re-certification.
 - a. Anyone who ever was convicted, has been found guilty or entered a plea of guilty or nolo contendere (no contest), regardless of the adjudication for any of the following disqualifying offenses:
 - (1) Any crimes against children
 - (2) Any felony involving violence
 - (3) Any sexual offense
 - (4) Any drug related offense
 - b. In addition, the following offenses will disqualify an applicant if they have been convicted, have been found guilty or entered a plea of guilty or nolo contendere (no contest), regardless of the adjudication for any of the following disqualifying offenses within the past five (5) years:
 - (1) Any felony
 - (2) More than one offense for driving while impaired
 - c. In addition, the following offenses will disqualify an Applicant if they have been convicted, have been found guilty or entered a plea of guilty or nolo contendere (no contest), regardless of the adjudication for any of the following disqualifying offenses within the past five (5) years:
 - (1) Any misdemeanor offense.
2. **Required Information:** The background check will be obtained from the company or source as determined by the Housing Director or Staff Designee, which will include the following:
 - a. Social security number and identity verification;
 - b. Criminal search (10 years) national and county
 - c. Employment verification
 - d. Violent Sexual Offender and Predator Registry Search
 - e. Office of Inspector General (OIG) List of Excluded Individuals/Entities
 - f. General Services Administration (GSA) List of Parties Excluded from Federal Programs

- b. Records of arrest not followed by a conviction;
- c. Convictions overturned by a higher court; and
- d. Convictions that have been the subject of a pardon or if expunged.

7. **Notice of Denial:** If a determination is made that the Applicant does not qualify, the Applicant shall be notified in writing of the basis of denial and the right to appeal the decision in accordance with the Grievance Section of this Policy.

C. Lease Programs:

1. Only those who are eligible under the laws and customs of the Umatilla Tribe to lease tribally owned land for residential purposes or who otherwise obtain the specific approval of the HD's program shall be eligible. Non-Indian and non-member spouses may join in the application process and have their income and credit considered; however, if the Umatilla Tribal member dies, relinquishes Umatilla membership, or becomes divorced from the non-Indian or the non-member, the non-Indian or non-member spouse cannot be the beneficiary or remain in possession of the rental unit; nor may the parties or the Courts allow the non-Indian or non-member spouse to remain in possession of the rental unit in the event of divorce. However, the Board of Commissioners will consider the non-Indian or the non-member spouse or parent of Umatilla Tribal member underage children still living in the home at the time of the event to remain in the home until the underage children become of age and the home is then assigned to the young adult Umatilla Tribal member; unless the event is a relinquishing of Umatilla Tribal membership, then the lease will be terminated and the whole household is to vacate the premises within 30 days of the event.
2. Applicants who are an "Indian Family" will only be considered if they can comply with the following: at least one (1) of the qualifying Applicants must be an enrolled member of the Umatilla Tribe.

D. Eligible Family/Individual Composition

1. FAMILY means the head or heads of household and at least one (1) child are enrolled members of a federally recognized tribe for NAHASDA Current Assisted Stock (CAS) and state or federally recognized for Low-Income Housing Tax Credit (LIHTC) homes. Couples are also included in the definition of family.
2. Single enrolled Tribal members are considered a family.

E. Enrollment documentation must be provided by a third party source. Applicants must have Third party enrollment documentation and verification provided by the Bureau of Indian Affairs (BIA). Third party verification in the form of a BIA Certificate of Degree of Indian Blood (CIB) **and** verification of enrollment from a federally recognized tribe will be acceptable.

- F. Family:** Family means two (2) or more persons related by blood, marriage, or adoption or who have evidenced a stable family relationship by living regularly together in the same dwelling unit for at least two (2) years or a single adult enrolled Tribal member.
- G. Principal Residence:** The Applicant and occupants for which a deduction is allowed must use the home as their principal residence, which is twelve (12) months per year.
- H. Program Income Requirements:** Applicant family must have sufficient income to meet and maintain the minimum payment and be within the income limits established and approved by HUD annually. Residents must demonstrate sufficient income to maintain and pay for utilities: garbage, gas and/or electric services.
- I. Non Low-Income Assistance:** See Section 6, Item (i) for circumstances under which non low-income families may be eligible.
- J. Stability:** For an Applicant to maintain continued occupancy, the Applicant must be able to demonstrate financial stability to the extent that the information provided upon move-in can be maintained. At the very least, a Tenant must, at all times, be able to demonstrate the means to pay the monthly minimum rent including all utilities.
- K. Ability to Enter Into Agreement:** For a family to be eligible for admission, they must be at least eighteen (18) years of age and have the legal capacity to enter into a Lease Agreement and be willing and able to meet all obligations of the Lease Agreement. The Applicant family must be willing to commit the time required to comply with all of the counseling requirements.
- L. Admission of Single Persons in the Process of Securing Legal Custody:** An Applicant in the process of securing legal custody through other means than adoption must provide evidence that success of obtaining legal custody is likely. This determination of reasonable likelihood of success will be made at the time an offer of a unit is to be made to an individual. If at that time it is determined that there is not a likelihood of success, then that individual nonetheless shall be allowed to retain his place on the waiting list, with any preference for which he remains eligible and with his original date and time of application until custody is secured. At that time the individual will be offered an appropriate unit in accordance with his position on the waiting list.
- M. Use and Maintenance History:** Use and maintenance history will be documented by one or both of these sources.
1. Landlord references from the previous five (5) years.
 2. Police/Court record check.
- N. Negative Reference:** If negative reference on either the credit or use/maintenance history is obtained, staff will notify the Applicant in writing through regular mail of the negative items found within ten (10) days of receipt of the negative information. The Applicant will be afforded an opportunity to respond in writing within ten (10) working days of the postmarked date of the notice regarding any negative information derived from any source. The response will be taken into consideration in determining the Applicant's eligibility.

- O. Habits & Practices:** An Applicant must be of good character and possess habits and practices that promote safe, clean and healthy homes, property, and communities. This also applies to Applicant's household members as they appear on the application or as they are requested to be added to the occupancy agreement.
- P. Verification Time Frame:** Applicant information will be verified as soon as possible after submission of an application. However, if there is a long waiting list, staff may do an initial assessment of a family's eligibility and suitability at the time of application and wait to do a more complete evaluation until shortly before admission. By doing this, staff will avoid the time and expense involved in evaluating Applicants who may withdraw from the waiting lists before their names can be reached. Verifications are only good for ninety (90) days and must be recertified thirty (30) days prior to occupancy.
- Q. Social Security Numbers:** To be eligible, the families must disclose and verify social security numbers for all family members.
- R. Privacy Act Statement:** Participants must sign the Privacy Act Statement initially and each year thereafter, unless otherwise required by the program policy or regulations. Eligibility for admission or continued occupancy will be denied for failure to comply with the Privacy Act requirement.
- S. Previous Assistance from Other Housing Authority:** Participants in other housing authority programs may apply for housing and be placed on the waiting list. Verification that the Applicant has terminated the other assisted unit agreement and is in good standing with the housing authority must be obtained before the Applicant will be allowed to participate in the Program.
- T. Previously Assisted HD Tenant:** No Applicant or Applicant's household member who has an outstanding debt to the HD or whose participation was terminated by the HD will be eligible for assistance until the following conditions are satisfied:
1. Voluntary Terminations: Any outstanding debt from an Applicant or an Applicant's household member must be paid in full prior to consideration.
 2. Involuntary Terminations: Any Applicant whose assistance was terminated by the HD or who was evicted for nonpayment **will not** be considered eligible for a period of one (1) year from the date on which all HD debt has been retired and evidence of a good landlord history and/or other sources as determined by the HD.
- U. LIHTC Requirements: Reserved**

SECTION 11: BASIS FOR INELIGIBILITY

The reasons for a determination of ineligibility are based on HD policies and other applicable program concerns or regulations. Although an Applicant may meet the basic criteria for eligibility, any one (1) of a number of reasons can form the basis of a determination of ineligibility. Families who have applied for housing or who have applied to add an additional occupant, and who, for

any reason, have been determined to be ineligible will be notified by staff in writing, stating the reasons for their ineligibility. The family would then be entitled to a hearing through the means adopted for administrative remedies. All information relative to the rejection of an Applicant family must be documented and placed in the Applicant family's file for future reference.

A. Possible Reasons: The following does not represent an exhaustive list of reasons an Applicant may be denied final selection as a Tenant; however, it is illustrative of many common reasons for a determination of ineligibility.

1. Failing to repay previous debts owed to any housing authority or other HUD program.
2. Fraud in connection with any HUD program, or failing to disclose previously committed fraud in connection with any HUD program.
3. Prior conviction of crime(s) of a sexual nature.
4. Record of substance abuse.
5. Non-cooperation. Refusing or failing to complete required forms or to supply requested information.
6. Applicants who appear on HUD's List of Suspensions, Debarments, and Limited Denial of Participation.
7. The Applicant family does not qualify as a family according to the applicable program requirements.
8. The Applicant family does not meet the income requirements.
9. Lack of documented, verifiable information.
10. The Applicant previously participated in the program.
11. Family composition is not compatible with the occupancy standards applicable to the vacant unit.
12. The Applicant family has a record of unsatisfactory performance in meeting past financial obligations.
13. HD records indicate that the Applicant family has an outstanding debt.
14. Applicant family has a record of destruction of property, acts which would imperil the health, safety or peaceful occupancy of neighbors, and/or disregard for the rights of others and the rules of occupancy.
15. The Applicant family has a record of any illegal activity which would impair the physical or social environment of the surrounding neighbors, including but not limited to trafficking in

drugs, use and/or possession of drugs, prostitution; possession of explosives, illegal possession firearms, and crimes of violence against persons or property.

16. The Applicant family has a history of unsanitary or poor housekeeping habits.
17. The Applicant family has provided false information on the application or other application on file with HD.
18. The Applicant family has a history of lease violations.
19. HD Participants who were evicted for non-payment of any financial obligation to HD will be denied participation in HD housing assistance programs for at least one (1) year from the date on which all HD debt has been retired and evidence of a good credit history, landlord history, and/or other documentation, as determined by the Housing Director, is obtained.
20. HD Participants who were evicted for violations due to acts which threatened the health, safety and welfare or peaceful enjoyment of others will be denied participation in HD housing assistance programs for at least three (3) years and references are positive.

B. Use of Illegal Substances

Reference HD Drug Elimination Policy approved by Board of Commissioners by Resolution 06-03 on November 14, 2006, as amended, is attached and included in this policy.

C. LIHTC Requirements: Reserved.

D. Consideration of Derogatory Findings: One (1) minor derogatory finding will not be used as a basis for denial of eligibility or participation. However, a combination of derogatory findings may be used as a basis for denial.

SECTION 12: VERIFICATION

Procedures for verification will be in accordance with the verification guidelines outlined in the most recent HUD Handbook 4350.3.

A. Verifiable Information: All information must be verifiable. Verification must be obtained through a third party and in accordance with HUD Handbook 4350.3 as a guide, as it now exists or is hereinafter amended. Handbook 4350.3 is hereby incorporated by reference. The procedures for income verification are detailed in Handbook 4350.3 in Appendix 3, Acceptable forms of Verification and Appendix 15, Verification and Consent Guidance and Sample Formats, although the HD reserves the right to develop their own forms.

B. Third Party Verification: The agencies listed below may be used to obtain third party verification. The HD Staff Designee is authorized to use all means available to obtain third party verification.

1. BIA credit and trust income;

2. Umatilla Tribe;
3. IRS for income verification;
4. Federal matching programs for social security, income, public assistance,
5. Social Services/TANF for income;
6. Employer(s);
7. Financial Institutions;
8. Etc.

- C. Verification of Annual Income:** Anticipated annual family income for admission will be determined by staff on the basis of verification of income at the time of initial application, unless otherwise stated in the program policy or regulations. IRS verification will be used in addition to other income verifications.
- D. Verification Time Frame:** Applicant information will be verified as soon as possible after submission of an application. However, if there is a long waiting list, staff may do an initial assessment of a family's eligibility and suitability at the time of application and wait to do a more complete evaluation until shortly before admission. By doing this, staff will avoid the time and expense involved in evaluating Applicants who may withdraw from the waiting lists before their names can be reached. Verifications are only good for 90 days and must be recertified thirty (30) days prior to occupancy. See HUD Handbook 4350.3 Rev. 1 for additional guidance.
- E. Verification Data:** Verification data are to be reviewed and evaluated as they are received for completeness, adequacy, and conclusiveness. Where the information received is not completely adequate in all respects, follow-ups or new efforts to obtain such information are to be made and carried through to conclusion. The HD has the right to ask for any information from the Applicant that the HD deems necessary to completing the process. See HUD Handbook 4350.3 Rev. 1 for additional guidance.
- F. Verification Summary:** As verification of all necessary items for each application is completed, a summary of the verified information is to be prepared and filed in the Tenant's folder or computer database system. The summary is to cover at least the following determinations and the basis for such determinations:
1. Family Status;
 2. Umatilla Enrollment or other enrollment;
 3. Program and/or Project income eligible.
 4. Eligibility as a low-income family;
 5. Eligibility of the family with respect to Eligibility and Ineligibility Sections of this policy;
 6. Counseling requirements/Client Action Plan;
 7. Rent Calculation;

See the most current HUD Handbook 4350.3 Rev. 1 for additional guidance.

SECTION 13: SELECTION PROCESS

A. Overview: Initially, an Applicant has completed a preliminary application which provides sufficient information to be placed on the Waiting List. Waiting List Applicants may update their information in writing at any time. When an appropriate unit becomes available, the top Applicants are notified of pre-selection and the need to complete the formal application so that all information is current. Formal verification begins when a formal application is completed. During the verification process, the HD staff will determine if the Applicant meets the qualifications for the specific program. In pre-selecting participants, staff will take into consideration the following factors:

1. Specific program requirements, preferences and priorities;
2. Income targeting;
3. Program set-asides;
4. Applicant screening criteria;
5. Occupancy requirements;
6. Residency preferences;
7. Previously assisted;
8. Credit

B. Selection: Upon availability of a HD home, the HD staff will **select** two (2) Applicants from the top of the appropriate waiting list. All selections will be made from established waiting list preferences, including consideration for income targeting. If the targeted number of selections cannot be satisfied from the Waiting List for Preference 1, consideration will be given to those wait listed for Preference 2, and so forth. Applicants may also be selected to facilitate meeting income targets needed to facilitate positive cash flow. Generally, the following procedures will apply:

1. Send written invitation to top two (2) families on the appropriate waiting list.
2. Respondents submit notice of acceptance within prescribed time frame of seven (7) working days from the date of the letter of pre-selection.
3. Staff requires meeting with family to provide orientation and update HD requested information for verification.
4. Staff verifies all information and determines income and program eligibility.
5. After determining that all criteria for selection have been satisfied, the HD will proceed to final selection and move-in.

C. Rejection of Offers: Rejection of two (2) offers by an Applicant will result in removal from the waiting list.

D. Priority System

Each application received will be date and time stamped when they are received and complete with all the required information; then priority will be given to applicants in the following order of priority:

1. Enrolled CTUIR Tribal member;
2. Other Federally Recognized Enrolled Tribal member;
3. Descendants of CTUIR Tribal member;
4. Non-Indian

E. Selection of seniors will be based on the following qualifications, priorities and preferences:

1. Qualifications: In order to qualify for the Senior housing applicants must be able to live independently, complete an orientation and Housing Counseling requirements, and meet NAHASDA Income eligibility requirements and other requirements described below.

2. Priorities & Preferences:

a. CTUIR Seniors who are sixty (60) years old or more.

(a) Preferences

- (i) Documented physical condition which does not prohibit independent living but does require close proximity to Yellowhawk Tribal Health Center
- (ii) Has never been assisted,
- (iii) Does not own a home
- (iv) Applicant's current residence is within a 15 mile radius of the Umatilla Reservation or service area.
- (v) CTUIR Seniors Yellowhawk Tribal Health Center

b. Enrolled members of other federally recognized tribes who are sixty (60) years old or more.

(a) Preferences

- (i) Documented physical condition which does not prohibit independent living but does require close proximity to Yellowhawk Tribal Health Center
- (ii) Has never been assisted,
- (iii) Does not own a home
- (iv) Applicant's current residence is within a 15 mile radius of the Umatilla Reservation.

F. Rent Ranges: In selecting Tenants, the HD will endeavor to adhere to the established rent ranges in a manner so as to obtain a Tenant mix to ensure the following:

1. Cash flow to meet operating expenses of the HD;
2. A Tenant mix which reflects the broad ranges of incomes of those low-income families in all the areas managed by the HD.

SECTION 14: OCCUPANCY

- A. Authorized Occupants:** Only the persons listed on the Lease Agreement will be permitted to occupy the unit. The HD must be notified within thirty (30) days when changes to the household occur. Occupancy by any persons is subject to the eligibility requirements of the relevant HD Program. Eligibility must be certified prior to any additional persons taking occupancy.
- B. Exclusive Use:** The premises are intended for the exclusive use and occupancy of those on the Admissions and Occupancy Agreement. A condition for selection is that the family agrees to use the home as their principal residence during the term of the lease agreement or for at least twelve (12) months of the year.
- C. Guests or visitors:**
1. "Guest" means a person not listed as an occupant in the Lease Agreement and who is/was in the unit with the Tenant family's implied or express consent.
 2. Guests or visitors of the Tenant may be accommodated no longer than a period of two (2) weeks over a 12-month period. If any visit will extend beyond two (2) weeks, in a 12-month period, the Tenant must notify the HD, stating the reasons for the extended visit and the duration of the visit. The Tenant will then update their household composition including an application and an interim recertification, a criminal background check, a mandatory drug test, and income level verification for those added members of the household, according to this and related policies (Drug Elimination).
 3. The number of guests or visitors may not exceed the occupancy standards.
 4. Only a member of the Tenant family listed in the Lease Agreement may receive mail at Tenant's address.
 5. When needed, a Tenant shall request in writing HD's approval for a live-in aide. A medical doctor shall verify in writing a Tenant family's need for a live-in aide and the amount of time the live-in aide is required. A live-in aide must meet all Tenant selection criteria as outlined in the HD Admissions and Occupancy Policy and comply with the appropriate Lease Agreement.
- D. Unauthorized Occupants:** The HD will consider unauthorized occupants to be trespassers. The family in tenancy that allows an unauthorized occupant to reside in their unit is not in compliance with the lease and is subject to termination of tenancy. Some examples of unauthorized occupants include:
1. A former resident of the HD who has been evicted from a HD unit;
 2. Persons that have joined the household without undergoing screening;
 3. Persons that stay in the unit beyond an authorized period; and

4. A person (often a relative) that came to the unit as an extended visitor because the resident needed support, for example, after a medical procedure but stayed on in the unit beyond the time needed by the resident.

E. Occupancy Standards: In order to prevent overcrowded conditions and wasted space, homes shall be assigned in accordance with the following schedule. The HD Designee may make exceptions due to unusual circumstances which will be assessed on a case by case basis. Factors to be considered include age and sex of children, potential changes in family composition, availability of unit sizes, etc.

Number of Bedrooms	Number of Persons
1BR	1-2
2 BR	1-3
3 BR	3-6
4 BR	5-8
5 BR	7 & up

F. Dwellings assigned require living sleeping

will be so as not to use of the room for purposes.

G. Every family member regardless of age is to be counted as a person. An unborn child will be counted as a person.

SECTION 15: PROGRAM RENT & OTHER PAYMENTS

This SECTION describes the rental payments required and, if applicable, any additional required payments. HUD Handbook 4350.3, Chapter 5, Determining Income and Calculating Rent, as it currently exists or as it is hereinafter amended shall supply the guidelines and the definitions to be used to calculate rents.

A. **House Payment & Rental Payment Due Dates:** All payments are due on the first day of each month.

B. **Charges:** Any charges to Tenants will be billed by the HD to the Tenants as additional rent.

C. **Late Payments:** If the required rental payment is not received by the close of business (4:00pm) on the 10th day of the month, A \$25 late fee will be added to the amount due with exceptions to agreements or payroll deduct with other Tribal Programs. This does not include Payroll Deducted rent payments that are submitted to the HD late. Efforts to collect continued delinquencies will be in accordance with the Collection and Eviction Section of this Policy, which includes, but is not limited to the following:

1. **Application of Payments:** Payments made as rent will be applied at HD discretion to any outstanding balances which may include rent, or any other balances owed.

2. **Partial Payments Conditions:** The HD retains the right to accept partial payments after a delinquency notice or termination notice has been issued. HD's acceptance of any such partial payments does not constitute a waiver of HD's rights under any such notice.
3. **Returned Checks:** A minimum of \$25 will be charged for checks returned for non-sufficient funds or account closed.
4. **Work Order Charges:** Any charges to the Tenant for tenant damage, improvements, key replacement, unlocking premises, vehicle towing, pet removal, trash removal, etc. will be billed to the Tenant as a work order charge for labor and materials and billed as additional rent. HD will provide a price list subject to change upon request.
5. **Pet Fee:** A \$250 nonrefundable pet fee is required at the time of move-in per household by the HD. If a pet is added after move-in, the tenant is responsible to register their pet and pay the \$250 nonrefundable pet fee accordingly.
6. **Cleaning Fee:** A \$500 refundable cleaning fee is required at the time of move-in. The cleaning fee can be paid in installments, with \$250 at time of move-in, and the remaining amount paid in increments of \$50 a month until paid in full. The cleaning fee, or the remaining amount will be refunded within 30 days of move out; after all non-normal wear and tear items are itemized and deducted from the fee, all utilities are paid in full, and all rent is paid in full.

D. Program Specific Payment Requirements:

1. RENTAL PAYMENTS FOR LOW-RENT HOUSING FOR NON-SENIORS

- a. Rent Calculation will be based on 30% of adjusted gross income of the household.
- b. Gross Annual income will be adjusted by the following deductions:
 - (1) Dependents \$480
 - (2) Documented child care up to \$1,200
 - (3) Utility deduction of \$2,400 per year dependent upon bedroom unit size.
 - (4) Elderly deduction of \$400 per elderly occupant using the home as their principal residence.
- c. **Ceiling Rents for Low-Income Rentals:** Fair market rents for the area as published by HUD annually will serve as the baseline to be used by the HD Designee to establish ceiling rents for low-rent units. However, the HD reserves the right to establish ceiling rents based on a cost analysis of rental receipts and operating costs.
- d. **Ceiling rents for Non-Low-Income Families:** Families who are moderate-income or who exceed moderate-income limits will not be afforded the same benefits as low-income families. Annually the HD Designee will establish higher ceiling rents than those

set for low-income families. HUD fair market rents and an analysis of rental receipts and receivables will be considered in determining ceiling limits. Action taken will be in accordance with Section 6, Item (i), and Non Low-Income Assistance.

2. RENTAL PAYMENTS FOR LOW-RENT HOUSING FOR SENIORS

- a. Gross annual income will be defined in accordance with the Section 8 definition.
- b. Rent will be based on 30% of adjusted gross income of the household.
- c. Gross Annual income will be adjusted by the following deductions:
 - (1) Dependents \$480
 - (2) Documented child care up to \$1,200
 - (3) Utility deduction of \$2,400 per year dependent on bedroom unit size.
 - (4) Elderly deduction of \$400 per elderly occupant using the home as their principal residence.

E. LIHTC Requirements: Reserved.

SECTION 16: LEASING

A. General: HD Tenants may occupy a public housing unit pursuant only to a lease that meets certain requirements. The public housing lease is a legal contract between the HD and a Tenant. The lease establishes the HD's obligations to its Tenants as well as the obligations of the Tenants to the HD.

B. Requirements:

1. The lease must be executed by the HD Staff Designee and all adult members (18 years or older) of the Tenant family.
2. Before the family executes the lease, the HD Staff Designee should review the terms of the lease with the resident and answer any questions new residents may have before its execution. Staff should be sensitive to any special communications needs of new residents with disabilities and/or limited English proficiency.
3. All the adult members of the household should be present during the review of the lease.
4. A copy of the signed lease should be provided to the resident and a second copy should be maintained in the resident's file. The lease should be signed after the dwelling unit has been inspected and documented to be in safe, decent, and sanitary condition.

5. When an Applicant accepts a unit, the HD conducts a pre-occupancy or move-in inspection with the resident. The HD must provide the resident with a written statement or form noting the conditions of the dwelling unit and the equipment or appliances provided with the unit.
 6. The lease must reflect the method of determining payment.
 7. Conditions governing occupancy must be included in the lease.
- C. Execution of Dwelling Lease:** The adult member(s) of each family accepted as a Tenant is required to execute the dwelling lease. A copy of the dwelling lease is to be given to the lessee and the original is to be filed in the permanent record folder established for the family.
- D. Signer of Dwelling Lease No Longer Living in Dwelling Unit:** If, through any cause, a signer of the dwelling lease ceases to be a member of the Tenant family, the dwelling lease is to be voided and a new dwelling lease executed and signed by the remaining adult member(s) of the Family provided that the remaining adult member(s) is eligible for continued occupancy, including being on the original move in household composition. This new signer must be in good standing with the HD. The new dwelling lease shall be dependent on income and occupancy standards and may require re-applying and being placed on the waiting list.
- E. Transfer of Tenant Family to another Dwelling Unit:** If a Tenant family transfers to a different HD Low-Rent unit, the existing lease is to be cancelled and a new lease executed for the new unit. Additionally:
1. A move-out inspection must be conducted by the staff within 48 hours.
 2. The Tenant should be notified of the move-out inspection.
 3. A new deposit may be required for the new unit.
 4. A cleaning fee will be required when transferring to a new unit.
 5. The Tenant should be made aware that there may be charges for repairs which will be added to the new unit bill as additional rent.
 6. Transfer is allowable for a new unit size if there is a unit available.
 7. Tenant is also required to follow the requirements of the Drug Elimination Policy, including passing a mandatory drug test.
- F. Modification of Dwelling Lease:** All modifications are to be in writing and signed by the Lessor and the Lessee.
- G. LIHTC Requirements:** Reserved.

SECTION 17: MOVE-IN PROCESS

- A. Move-In Inspection:** A Move-In Inspection will be conducted by the HD staff with the Tenant prior to signing the lease and before the Tenant takes occupancy.
- B. Purpose:** The Move-In Inspection is performed to document the condition of the unit at the time of move-in, to verify the unit is in standard condition, to assure that it is ready for occupancy, and to note any needed repairs or deficiencies. The Move-In Inspection provides the information that is used to compare to the information gathered during the Move-Out Inspection process. A comparison of both inspection forms provide the basis for determining whether or not the unit is in the same condition as it was when it was first rented.
- C. Defects Discovered:** Any defects discovered during the move-in inspection should be corrected within thirty (30) days of move-in. Applicants have the right to refuse a unit with serious defects as a good cause refusal (meaning that they do not lose their position on the waiting list).
- D. Execute Lease:** Once the pre-occupancy inspection is completed, the HD and the new Tenant sign the inspection form and a copy is placed in the Tenant's file. The move-in inspection and the Tenant's signature on the inspection form must be completed prior to executing the lease.
- E. Photos:** HD staff will take photographs of units just prior to move-in to provide further documentation of their condition.
- F. Documentation Requirements:** A HD Move-In Inspection Form must be used to document the move-in process. The Tenant must sign and date the Move-In Inspection Form to verify the Tenant's acceptance of occupancy and the condition of the premises. The HD Designee must also sign the Move-In Inspection form. Minor deficiencies that are readily repairable must be noted and a work order issued to make the repairs at the HD expense. Any major deficiency must be corrected before occupancy can be permitted.
- G. Punch List Items:** Minor deficiencies that are readily repairable must be noted and a work order issued to make the repairs. The Tenant is not responsible for any charges related to the repair of noted punch list items. Any major deficiency must be corrected before occupancy can be permitted.
- H. Warranty Period:** The HD has a one-year warranty period for items which have been replaced or repaired by the HD maintenance staff. The one-year warranty period commences on the date of acceptance of the repair work. Tenants occupying rental units are not responsible for the costs associated with repairing warranty items, unless the need for the repair is a result of Tenant damage or neglect. Tenant responsibility for maintenance in homeownership opportunity programs can be found in the specific program policy or in the applicable agreement.
- I. Warranty Information:** Copies of suppliers' names and addresses and other relevant information for which there are warranty certificates (i.e., warranty certificates cover specific time periods or specific parts of an item) are to be provided to the Tenants of homeownership opportunity programs if applicable. The HD maintenance staff is to maintain this information in the unit file for all Tenants until a Tenant terminates or purchases the unit.

SECTION 18: MAINTENANCE AND REPAIR

A. Use of the Home:

1. The Tenant and the HD are jointly responsible to the Tribe and future generations for ensuring that homes are used properly and are well maintained.
2. It is the responsibility of each Tenant to take pride in their home by keeping it and the grounds in a decent, safe and sanitary condition at all times.
3. Rental Tenants are not responsible for normal wear and tear; however, tenants are responsible for the expense of correcting tenant damage and neglect.
4. Instances of serious abuse or misuse of a home by a Tenant, or failure by the Tenant to provide basic routine or non-routine maintenance are causes for termination from the housing program.

B. Responsibility: Specific responsibility and procedures for maintenance and repair depends on the specific housing assistance requirements outlined by the specific program and/or the applicable Lease Agreement. General responsibilities are described according to two types of housing assistance provided by the HD:

1. **Homebuyer Responsibility:** Participants in homeownership opportunity programs shall be responsible for the routine and non-routine care and maintenance of the home, including all repairs and replacements (including repairs and replacements necessitated by damage from any cause) and code changes. The HD shall not be obligated to pay for or to provide any maintenance of the home other than the correction of warranty items reported during the applicable warranty period, which is one year from move-in.
2. **Renter's Responsibility:** The HD is responsible for providing maintenance for all rental units resulting from normal wear and tear. Renters are responsible for any Tenant damage or neglect, including damage resulting from failure to report maintenance problems or from poor housekeeping practices.

C. Notification: Low-rent and LIHTC Tenants shall notify the HD promptly of all known need for repairs and of any known unsafe conditions on the premises or grounds, which may either lead to damage or injury. The HD staff can assist the Tenant through inspection and counseling; however, the HD maintenance staff will take charge of all repair work. Any non-covered repairs made by the HD are to be charged directly to the Tenant as additional rent.

D. Corrective Action Plan: Failure of all program Homebuyers to perform maintenance obligations or Tenants to properly maintain the rental unit constitutes a breach of this policy and is grounds for termination of program assistance. Upon a determination by the HD that a breach has occurred, the HD shall require the Homebuyer or Tenant to agree to a specific plan of action to cure the breach and to assure future compliance. The plan shall be in writing and provide for:

1. Maintenance work to be done;
 2. Time within which the work is to be completed by the HD maintenance staff for all rentals;
 3. Subsequent follow-up inspection to be performed to check completion and quality of work;
 4. Need for work to be completed in a good workmanlike manner in accordance with the Uniform Building Code or the CTUIR Building Code as determined by the HD.
 5. Alternate plan if the Tenant fails to carry out the plan (i.e., The HD shall have the work done and charge the cost to the Tenant if Tenant damage. Such charges will be billed by the HD to the Tenant as additional rent.).
- E. If the condition of the property creates a threat to the life, health or safety of the occupants or a situation which will lead to damage of the unit, and the Tenant fails to correct the deficiency in an expeditious manner or in a time period specified by the HD, the HD shall have the work done, and charge the cost thereof to the Tenant as additional rent.
- F. **Work Order:** Any work performed by the HD shall be documented by a work order or equivalent process stating the nature of and the charge, if any, for the work.
- G. **Charges:** The Tenant will be charged for any non-covered work performed by the HD.
- H. **HD Insurance:** HD is responsible for carrying insurance on the structure of all property owned by the HD. Tenants are responsible for payment of the deductible for structural damage covered by HD's insurance carrier; The HD Designee will make the determination to charge or not to charge a Tenant for the difference between the amount the insurance company covers and the total cost to repair or replace a unit.
- I. **Contents Insurance:** The HD does not provide contents insurance and will not be liable for damages to Tenants' contents. All Tenants will be counseled about the importance of content insurance. **Tenant must review their Renter's Policy.**

SECTION 19: INSPECTION

- A. **Purpose:** HD shall inspect all Rentals and LIHTC homes at reasonable times with reasonable notice to **verify that the maintenance and housekeeping of the home is consistent with, but not limited to, the standards identified in SECTION 20 of this policy or that the Tenant is in compliance with program requirements and the provisions of this policy.** HD will promptly provide a follow-up notification to the Tenant in writing of the date, time and findings of such entry and any corrective action plan.
- B. **Right of Access:** Although access may be made without notice, generally a letter must be sent to the Tenant indicating the date and time that the HD requires access to the unit. HD Staff Designee will provide a minimum 24-hour notice by posting on tenant unit door and/or by mail. Situations in which HD staff may enter the premises without the Tenant present or without notice are as follows:

1. Emergency and urgent situations may necessitate entry without permission of or notice to the tenant. However, the access without notice will be documented and a letter of such entry and the findings will be sent to the tenant soon after the inspection.
 2. Although a notice has been sent indicating the date and time for the inspection, the Tenant is not present and didn't notify the HD staff of an alternate time, the HD staff will enter the premises to complete the inspection on the date and time previously submitted to the Tenant or Homebuyer. HD will promptly provide a follow-up notification to the Tenant in writing of the date, time and findings of such entry and any corrective action plan.
- C. Applicability:** All program participants, including homebuyers, are subject to the Inspection requirements.
- D. Frequency:** Inspections will be conducted **at least** annually to ensure that the Tenant is meeting their responsibility for providing routine and non-routine maintenance.
1. New Tenants
 - a. Schedule monthly inspections for at least the next three (3) months and will meet the mandatory attendance at the maintenance counseling class, known as the Better Renter's Series.
 - b. Upon a satisfactory determination that the Tenant is meeting their maintenance obligations, schedule inspections every three (3) months.
 - c. Upon a satisfactory determination that the Tenant is meeting their maintenance obligations, schedule inspections every six (6) months.
 - d. Upon a satisfactory determination that the Tenant is meeting their maintenance obligations, schedule inspections every year.
 2. Existing Tenants
 - a. Schedule a regular inspection at least annually. Upon a satisfactory determination that the Tenant is meeting their maintenance obligations and is in compliance with the terms of the lease, schedule the next inspection for next year.
 - b. Upon a dissatisfactory determination, apply appropriate level of scheduled inspections to ensure that corrected action has been taken. Depending on the severity, the HD will prescribe a schedule accordingly.
 - c. Upon a serious finding of non-compliance, terminate or follow procedure for new Tenants.
- E. Corrective Action:** Non-compliance issues may warrant immediate termination of assistance and a notice to vacate. For rental units, any item that is found to be missing or in need of repair; whether intentional or unintentional, is to be repaired or replaced by the HD maintenance staff. Generally, the following procedures will be followed for correcting housekeeping or Tenant damage issues:
1. A letter will be sent to the Tenant in a HD rental indicating the corrective action the Tenant needs to make within a set time frame. The Tenant will also be notified that the HD will make the repair and charge the Tenant directly.

2. In the case of rental units, the HD notifies the Tenant of the date and time the maintenance crew will make the repair and the estimated costs.
3. A work order is issued for all repair work scheduled, indicating the labor and materials to be charged to the Tenant or Homebuyer.
4. Inspections of the unit are then scheduled in accordance with the need as determined by the HD.

F. Non-compliance: Participant's refusal to allow HD to enter the premises and all buildings as described in the HD policies is serious violation of the HD Housing Programs and action to terminate program participation will be initiated by the appropriate staff.

SECTION 20: HOUSKEEPING STANDARDS

In an effort to improve the livability and conditions of the units owned and managed by the HD, uniform standards for Tenant housekeeping have been developed for all Tenant families.

A. HD Responsibility: The standards that follow will be applied fairly and uniformly to all Tenants. The HD will inspect each unit at least annually, to determine compliance with the standards. Upon completion of an inspection, the HD will notify the Tenant in writing if he fails to comply with the standards. The HD will advise the Tenant of the specific correction(s) that the Tenant will be required to perform to establish compliance, and indicate whether or not mandatory counseling is required. Within a reasonable period of time, the HD will schedule a second inspection. Failure to comply with three (3) requests for unit inspection within thirty (30) days will constitute a violation of the Policy terms and is grounds for termination of the Lease Agreement and may result in eviction. Training will be available at no cost to the Tenant requesting or needing assistance in complying with the Housekeeping Standards.

B. Participant Responsibility: The Tenant is required to abide by the standards set forth below. Failure to abide by the Housekeeping Standards is a violation that can result in eviction when it is chronic or results in any of the following:

1. The creation or maintenance of a threat to health or safety, or
2. The potential for damage to the premises is a violation of the Lease Agreement terms and can result in eviction.

C. Housekeeping Standards: Inside the Unit

General---

- Walls should be clean, free of dirt, grease, holes, cobwebs and fingerprints.
- Floors should be clean, clear, dry and free of hazards
- Ceiling should be clean and free of cobwebs
- Windows should be clean and not nailed shut with shades or blinds intact.
- Woodwork should be clean, free of dust, gouges, or scratches.
- Doors should be clean, free of grease and fingerprints, with functional locks.
- Heating units should be dusted and access uncluttered.
- Trash shall be disposed of properly and not left in the unit.

- Entire unit should be free of rodent or insect infestation.

Kitchen---

- Stove should be clean and free of food and grease.
- Refrigerator should be clean. Freezer door should close properly and gaskets should be clean.
- Cabinets should be clean and neat. Cabinet surfaces and counter tops should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs.
- Exhaust fan filters should be free of grease and dust.
- Sink should be clean, free of grease and garbage. Dirty dishes should be washed and not stored in the sink.
- Food storage areas should be neat and clean without spilled food.
- Trash/garbage should be stored in a covered container until removed to the disposal area.

Bathroom---

- Toilet and tank should be clean and odor free. Condensation should be wiped regularly.
- Tub and shower should be clean and free of mold and mildew. Where applicable, shower curtains should be in place, and of adequate length to prevent spillage.
- Sink should be clean.
- Vanities should be kept clean and free of water leakage.
- Exhaust fan should be free of dust.
- Floor should be clean and dry.

Storage Areas---

- Linen closet should be clean.
- Other closets should be clean.
- No highly flammable materials should be stored in the unit.
- Other storage areas should be clean and free of hazards.
- The furnace room cannot be used for storage.

D. Housekeeping Standards: Outside the Unit

- Yards are to be free of debris, trash, and inoperable vehicle and vehicle parts.
- Exterior walls should be free of graffiti.
- Porches (front and rear) should be clean and free of hazards. No items are to be stored on the porch. Outdoor porch furnishings shall not impede access to the unit.
- Steps (front and rear) should be clean and free of hazards.
- Sidewalks should be clean and free of hazards.
- Storm doors should be clean, with glass or screens intact.
- Hallways should be clean and free of hazards
- Yards are to be maintained at the Tenant's expense if tenant violates standards mentioned in this policy and section.
- Maintenance staff must be able to maintain the grounds
- Laundry areas should be clean and neat. Lint should be removed from dryers after use.
- Utility room should be free of debris, motor vehicle parts, and flammable materials.
- Garbage cans, gardening tools, equipment, bicycles and other personal belongings must be stored in the Tenant's carport, garage, or storage shed.

- Furniture left outside a home shall be limited to outdoor or patio furniture. No household appliance or upholstered furniture can be placed outside of the home. Storage of any type beneath the home, including any material of an illegal or explosive nature, is prohibited.
- Dead animals or dead animal parts are not to be stored outside the premises for long periods of time.

SECTION 21: RECERTIFICATION PROCESS

A. Certification & Recertification Applicability:

All Tenants receiving housing assistance from the HD will be subject to an initial certification and a recurring recertification process during their tenancy. HD staff will verify and certify a selected family's composition, income and earnings prior to initial occupancy and at least annually for continued eligibility and occupancy.

B. Exceptions:

1. HUD Low-Rent Tenants who are paying the maximum will only need to sign the Privacy Act Statement for release of information, and the household composition form as part of the recertification process.
2. Non-low-income families as well.
3. LIHTC families must complete the entire recertification package annually regardless of income level.
4. Families with zero or who are below income limits will be recertified every ninety (90) days and required to complete a zero income questionnaire/statement and an affidavit of zero or minimal income. Families will be required to provide documentation of household expenses and how the expenses are paid. All cash and non-cash contributions to support the household will be considered as household income. The HD will continue this process until the income is no longer zero or minimal.

C. Purpose of Recertification: The purpose of recertification is to be fair and consistent, dependent on special needs. Income is anticipated annual income; consequently, monthly recertifications should be performed. Staff is to counsel Tenants frequently about the family's responsibility to budget personal finances to assist the family to be self-sufficient.

Recertification is conducted to:

1. Assist Tenants in HD rental programs to meet their lease obligations.
2. At the time of recertification staff will determine if the family is in the appropriate program. If a family's income has decreased, and it appears that this change will be long term, the family may be permitted to pay the minimum rent established by the HD pursuant to all applicable HD policies and regulations.

D. Scheduling: Recertification is scheduled to occur on an annual basis or sooner if deemed necessary by HD staff.

E. Changes in Family Status: Tenants are to report all changes in family composition, income and assets as they occur. A Tenant family who cannot regularly meet the minimum house payment or rental payment will not be permitted to stay in the program.

F. Change in Family Composition Issues: New persons may not be added to the household without the HD's prior written approval (other than a child by birth) and only after proper documentation has been submitted by the family and approved by the HD. Additional considerations include:

1. The HD will not approve the addition of new household member(s) if by doing so will over-occupy the existing assisted unit.

2. A permanent household member is a person who has been approved to be added by the HD as a result of marriage, birth, formal adoption, court-awarded custody, temporary or emergency child placement; or has been a HD approved household member for a minimum of twelve (12) months.
3. The HD requires documentation to verify the permanent absence of an adult family member before they will be removed from the household. Such documentation to verify the absence is:
 - a. proof of another home address, including a valid lease or utility bill;
 - b. valid driver's license with another home address;
 - c. court issued order for protection;
 - d. restraining order barring the member from the assisted unit; or
 - e. documentation of incarceration including length of sentence.

G. Change in Principal Residence Status: A change resulting in the head of household's temporary absence due to the need to reside in a health facility requires an interim recertification requiring the Tenant to:

1. Provide documentation from a physician supporting the need for the Tenant to remain in the health facility, the maximum duration of the stay; and the ability of the Tenant to live in the rental unit independently;
2. Provide documentation from the medical facility verifying the Tenant's residence;
3. Provide documentation supporting the ability to continue making rental payment; and
4. Obtain a determination from the HD Designee of the Tenant's status based on the documentation provided.

H. Interim Recertification: Any Tenant who reports a change in family circumstances (such as a decrease in income) shall be given an interim income redetermination. In the event the rent is decreased in accordance with this provision, the Tenant must report all changes in family circumstances which would result in an increased rent (such as an increase in income) which occur prior to the next regular reexamination and the rent will be appropriately adjusted to reflect anticipated annual income.

1. The Tenant must furnish HD, once each year or more often as requested by the HD, accurate documentation as required by the HD concerning income, employment, assets, and family composition for use by HD as to whether the Tenant continues to be eligible for the Program.
2. A failure to provide accurate and complete information within fourteen (14) days of the request is grounds for termination of participation in the program.
3. If it is found that the Tenant now or hereafter intentionally or unintentionally misrepresented to HD his/her income, employment, assets, or family composition, then in that event the

rent will be adjusted retroactive to the date of the prior determination and is grounds for termination of participation in the Program.

4. In the event of any rent adjustment, HD will provide a Notice of Rent Adjustment to the Tenant. The change in rent will become effective on the first day of the month following the month in which the change in income occurred as long as the Tenant provided notice by the 15th of the month.
5. If HD determines that because of a decrease in the Tenant's income that the Tenant is no longer eligible for the Program, the rent will decrease to the minimum rent established for the home as set forth by the HD for the Program. If Tenant is unable to meet the minimum payment requirement, participation in the Program will be terminated thirty (30) days from the date of notice that the Tenant no longer qualifies for the Program.
6. Interim redeterminations may be conducted as required by the HD.
7. Failure to report the occurrences of changes and complete the required forms will result in retroactive rent charges or other action appropriate to the violation.

I. Process: To assure that the data upon which the determination of eligibility for continued occupancy, rent to be paid, and size of dwelling required are full, true and complete, the information submitted by each Tenant is to be verified before any changes can take effect. Complete and accurate verification records are to be maintained in the Tenant's folder or computer database system.

J. Release of Information: When verifying and certifying income for eligibility, all adult family members shall provide appropriate authorizations for release of information, so staff can obtain third party verification. Each family must furnish information about the amounts and sources of all income to the household and may be required to produce tax returns, paycheck stubs and any other evidence of income. Failure to provide the authorizations is grounds for denial and/or termination of assistance or rent charges based on the fair market rent.

K. Adjustments: Adjustments will be made only after a thorough review of the household's anticipated income.

L. Verification of Data: Verification of data is to be reviewed and evaluated as they are received for completeness, adequacy, and conclusiveness. Where the information received is not completely adequate in all respects, follow-ups or new efforts to obtain such information are to be made and carried through to conclusion. The HD has the right to ask for any information from the Applicant that the HD deems necessary to completing the process. See SECTION 12, Verification.

M. Certification: As part of the record of each family reexamined, a designated staff member is to complete and sign an eligibility certification which is to be filed in the Tenant's folder.

N. Action Required Following Reexamination: Within at least thirty (30) days after the Tenant has submitted all the information required of the Tenant to comply with continued occupancy, they are to be informed concerning:

- a. Eligibility status and, if ineligible, the action to be taken;
 - b. An adjustment(s) with instructions for making changes if necessary (e.g., executing a new lease or amendment if required; payment arrangements, fair market rent charge, etc.) and
 - c. Any instances of misrepresentation or non-compliance with the terms of the Lease Agreement or program policy revealed through reexamination and any corrective action which is to be taken.
 - d. If, upon reexamination, it is found that the size or composition of a family or household has changed so that the unit occupied by the family contains a number of rooms less or greater than necessary to provide decent, safe and sanitary accommodations as described in the Occupancy Section of the Admissions and Occupancy Policy, the HD Designee shall make a determination to either give notice of at least thirty (30) days to the Tenant that the Tenant will be required to move to another unit or all the Tenant to remain in the unit until the next reexamination. Tenant is responsible for any damages or other costs to temporarily assigned units.
- O. Retroactive:** If the reexamination discloses that the Tenant, at the time of admission or at any previous reexamination, made misrepresentations, intentional or unintentional which have resulted in the paying of a lower rent and fee than he should have paid, the Tenant is required to pay the differences between what was paid and what should have been paid.
- 1. If it is found at the time of reexamination or at any other time that the Tenant has failed to report other changes in family circumstances and such changes would have required the Tenant to pay a higher rent, the increased rent is to be made retroactively to the month following the date on which the change of circumstances occurred.
- P. Concerns:** In the event there are concerns regarding the information obtained, the staff will report the concerns to the Supervisor or Housing Director. The Supervisor or Housing Director will review the information and make a determination.
- Q. Quality Control:** After reviewing the application data, the HD staff will make a written recommendation for action and submit to the file a second HD staff who will provide a second review of the file and document in the file the action to be taken. If there is no agreement regarding the action to be taken, the information will be forwarded to the Housing Director for review and action. All recommendations and actions are to be in the form of written documentation.
- R. Notices:** The Tenant will be notified in writing at least ninety (90) days prior to the date of recertification. A second notice reminding the Tenant of his obligation will be submitted when no response is received. A third notice is submitted when there is no response to the two (2) notices previously sent. The third notice represents a notice of breach.
- S. Reporting:** A monthly report of the status of recertifications will be completed by the Resident Service Coordinators to the Supervisor or Housing Director.

- T. Procedures:** The Supervisor or Housing Director is directed to prepare procedures for recertification using as a guide the recertification guidelines outlined in HUD Handbook 4350.3 Rev. 1 as it now exists or is hereafter amended.

SECTION 22: HOUSING COUNSELING

The HD will provide counseling and advice to tenants and homeowners with respect to property maintenance and financial management or such other matters as may be appropriate to the Applicant/resident in improving their housing conditions and in meeting the responsibilities of tenancy. The HD Designee is authorized to implement the following:

- A.** The HD may provide the services set forth above directly or may enter into contracts with private or public organizations with special competence and knowledge in counseling families with respect to property maintenance, financial management or such other matters as may be appropriate to the Applicant/Resident in improving their housing conditions and in meeting the responsibilities of tenancy or homeownership.
- B.** All Applicants for any housing assistance program offered by HD will be required as a condition of acceptance to satisfactorily complete twelve (12) hours of housing counseling and one-on-one housing counseling as needed to meet the requirements with respect to property maintenance, financial management, and such other matters as may be appropriate.
- C.** The HD will require such ongoing one-on-one counseling of residents who would not be acceptable credit risks for mortgage financing or other housing assistance programs because of their credit standing, debt obligations, annual income or income characteristics, or unsatisfactory monthly home payments but who the HD is satisfied would be a reasonable satisfactory credit risk if they were to receive budget, debt management, and related counseling.
- D.** The HD will require such counseling to those Applicants or residents who lack sufficient funds to supply the required down payment and/or closing costs until such time as the funds become available through a savings plan or other HD approved means.
- E.** The HD Board has authorized and delegated to the Housing Director/Designee the authority to enter into such agreements and to administer the counseling provisions of the program.
- F.** The HD will interview persons seeking or referred to it by real estate brokers, mortgagees, home builders, and other public housing agencies, and other sources and develop written counseling assistance plans (CAP) for those persons who require budget, debt management, and related counseling in order to either meet the requirements of tenancy or the requirements to achieve homeownership.
- G.** The HD will resume budget, debt management, home maintenance counseling, and related home counseling services for residents who satisfied the counseling requirements but subsequently become seriously deficient in meeting the requirements of their housing payment obligations or housing agreement until such time as that counseling service is no longer required and they are in compliance.

SECTION 23: CLIENT ACTION PLAN

- A. **Purpose:** A Client Action Plan (CAP) or Family Self-Sufficiency Case Plan is to be prepared, to the greatest extent feasible, for each pre-selected tenant in order to inform families of their options regarding housing assistance, to assess housing needs, and to assist families in meeting their housing goals.
- B. **Completion of Required Actions:** All Tenants and each occupant of the premises will complete all "Required Actions" as described in the Client Action Plan (CAP), which shall become a part of the Lease Agreement. The Tenants must agree that all actions will be completed within the period of time stated in the Client Action Plan.
- C. **Condition of Participation:** As a condition of participation in the HD housing programs, the Tenant will attend and satisfactorily complete Housing Counseling and Education provided by the HD in accordance with the HD Housing Counseling Policy.
- D. **One-on-One Housing Counseling:** If HD deems it advisable or necessary, the Tenant will attend as many one-on-one Housing Counseling sessions as needed to meet the requirements with respect to property maintenance, financial management, compliance with the Client Action Plan and such other matters as may be appropriate.
- E. **Failure to Comply** with the Housing Counseling requirements or the Client Action Plan is a matter of non-compliance which will result in termination of participation in the HD Programs.

SECTION 24: SECURITY, DAMAGE AND CLEANING DEPOSIT

- A. **Procedures:** THE HD HOUSING DIRECTOR (STAFF DESIGNEE AND ALL EMPLOYEES) IS AUTHORIZED TO DEVELOP, IMPLEMENT, AND REVISE PROCEDURES NECESSARY TO CARRY OUT SYSTEM REQUIREMENTS, POLICIES GOVERNING SECURITY, DAMAGE, AND CLEANING DEPOSITS.
- B. **Condition of Premises:** Participants in the HD Program must stipulate that they have examined the premises, including the grounds, buildings, improvements and appliances (if any), and that they are, at the time of move-in, in good order, good repair, safe, clean and in good condition, and Tenant accepts the same as is and with all faults. A Move-In Inspection form will be used to determine the condition and cleanliness of the premises at the beginning of tenancy and a Move-Out Inspection form will be used at the termination of tenancy.
- C. **Fee Policy:** Participants are required to provide a Five Hundred Dollars (\$500.00) refundable cleaning fee. The Staff Designee is authorized to make alternative arrangements for payment of the deposit for low-rent and LIHTC participants, but payment cannot exceed six (6) months from the date of move-in.
- D. **Deposit Refunds:** If the unit is maintained in a healthy, clean and safe manner with repairs that do not exceed \$500, release of the cleaning fee is subject to the following terms and conditions:

1. At the expiration of the term of the Lease Agreement or other termination, there is no damage to the property beyond ordinary wear and tear, no parts or household fixtures require replacement, and the property is in the same condition of cleanliness;
 2. The Move-In and Move-Out Inspection forms will be used to determine the condition and cleanliness of the premises at the beginning and termination of the tenancy;
 3. There are no unpaid late charges, delinquent rents, or any other unpaid charges;
 4. All keys are returned (Rental charges will continue until all keys are returned or a written, signed letter from the lessee(s) stating that the keys are lost is received at the HD office in which case Tenant will be charged for key and lock replacement.);
 5. All debris, rubbish and discards are placed in off proper disposal containers located off premises;
 6. Forwarding address is left with HD;
 7. The deposit or remainder thereof, if any, after any required cleaning and repair, key replacement, etc., will be refunded within thirty (30) days, to the greatest extent feasible, by check made payable to each person signing the Lease Agreement **as the lessee(s)**, and mailed to the forwarding address.
- E. When an option to purchase is exercised, the deposit will be applied to the purchase price.

SECTION 25: UTILITIES

- A. Tenant Responsibility:** Unless stated otherwise in the lease, the Tenant shall be responsible for arranging and paying for all utility services required on the premises, including water, sewer, solid waste assessment, and gas and electric charges. Promptly upon execution of the Lease Agreement, the Tenant shall furnish to the HD evidence that all arrangements with the proper utility companies for commencing services in the Tenant's name have been completed. This policy is subject to future amendments.
- B. Solid Waste Removal:** The tenant is responsible to place the can at the curbside for pick up. If the Tenant fails to remove trash on a regular basis, at least weekly, arrangements will be made to have the trash picked up at an additional expense to the Tenant.
- C.** Tenants using more than the maximum allowances determined by the Housing Department for water, sewer, trash and other applicable utilities shall be charged for such excess at the rates established by the Housing Department, according to the current Schedule of Utilities posted in the Housing Department office, and incorporated herein by reference.
- D. Access to Utilities:** Each Tenant shall be responsible for ensuring that there be no obstructions to access any water meter, water shut off valve, sewer clean-out, electrical/telephone/cable TV pedestal which may be located on the leased premises.

- E. Non-compliance:** Failure on the part of the Tenant to provide all necessary utility services continuously, including payment for utilities or deposits for utility services, during any part of the term of this Lease Agreement is grounds for immediate termination of the Lease Agreement. Excluding cold weather or circumstances that could harm housing assets, tenants will have three (3) business days to provide evidence to the HD that any or all of the services have been fully restored. Failure to comply will initiate a notice to Quit or termination.
- F.** The Tenant agrees to furnish sufficient heat to the dwelling-unit to prevent freezing of pipes and/or appliances. If for any reason Tenant is unable to maintain sufficient heat, Tenant shall immediately notify the Housing Department. Failure to do so may result in termination of the lease. Tenant shall be charged for any damages resulting from Tenant's failure to maintain sufficient heat or to notify the Housing Department when Tenant is unable to maintain service.
- G. Consent to Release Utility Information:** As a requirement for admissions and continued occupancy, the Tenant will sign a consent form to release utility information to the HD on an ongoing basis.

SECTION 26: VEHICLE RESTRICTIONS

A. Parking:

1. Each unit is limited to two (2) vehicles. Tenants are responsible for keeping HD updated on the make, model, year and license number/VIN for each vehicle to avoid being ticketed and impounded.
2. No vehicles or equipment over 10,000 pounds gross vehicle weight, RV's, horse trailers, or other utility or recreational vehicles are allowed to be parked in the HD subdivisions or property longer than three (3) days. Tenants and guests may not reside in a vehicle, RV, horse trailer or other form of vehicle while parked in the HD subdivisions or property
3. Inoperable vehicles, vehicles with expired tags, recreational vehicles or vehicle parts may not be stored or left on driveway's home site, or anywhere in a HD subdivision. Inoperable, abandoned, and disassembled vehicles will be impounded or towed after issuance of a seven (7) -day written notice. The expense of such removal shall be assessed against the Tenant.
4. Tenant parking is restricted to the Tenant's driveway, carport, garage or designated parking areas. Cars improperly parked will be ticketed and towed. Vehicles may not be parked on the street or parked in such a way as to extend into the street. Vehicles may not be parked in yards of the premises or on the lawns of common areas.
5. Guests may park their vehicles in a Tenant's driveway, carport, or garage or other designated parking areas when visiting a Tenant but must ensure that they are parked in a location so as not to block any neighbor's access, or restrict traffic flow within the subdivision or to fire standards.

6. Violators will be ticketed and given seven (7) days to remove improperly parked or inoperable vehicles before vehicles are towed by the HD at the expense of the Tenant.
7. Tenants are subject to termination of their rental lease for repeated violations of parking rules.
8. Three wheelers, all-terrain vehicles, dirt bikes or the like are not allowed to operate in the HD subdivisions or property.

SECTION 27: PETS

- A. No livestock or poultry of any kind may be raised, bred, kept, or permitted on any home site.
- B. Common household pets require the written consent of the HD, a nonrefundable pet fee of \$300 and the submission of a signed and completed Pet Agreement Addendum. The pet fee is subject to change upon BOC recommendations. Each household will be limited to **one (1) cat or one (1) dog**. No dogs weighing more than 30lbs. will be approved. This includes dog who will weigh over 30lbs. once they are full-size. Tenant may be required to show verification of pet weight. A previously approved pet weighing over 30lbs. at the time this Admission and Occupancy Policy is approved will be exempt upon request of the Housing Director and submission of a signed and completed Pet Agreement Addendum.
 - C. The HD may remove (or request that animal control officials remove) any pet which, in the sole discretion of the HD Staff Designee, endangers the safety or health of people, property or other animals, makes objectionable noise, constitutes a nuisance or inconvenience to the other Tenants, is unattended or unrestrained, or is neglected.
 - D. No pets shall be kept, bred or maintained for any commercial purpose.
 - E. Dogs shall be inside pets. Pets may not be left out on chains, on dog runs, tied to surrounding trees, and/or not put in kennels outside the home. At all times whenever the dog is being walked or is outside a unit with the owner, the dog must be held on a leash. Tenants must immediately pick up pet waste. All pets shall be registered, licensed and inoculated as required by law. Registration fee per household pet is \$25.00. The spaying and/or neutering of pet shall be at the owner's expense.
- F. Notice of pet removal must be acted upon by the Tenant within five (5) days or immediately when there are health or safety concerns of the pet or others.
- G. All property damage caused by a pet will be charged to the Tenant.
- H. Failure to comply with the pet removal notice within the prescribed time frame will result in the HD taking action to remove the pet and charge the Tenant for all expenses associated with the removal.
- I. All applicable provisions regarding pets in the CTUIR Environmental Health and Safety Code are adopted by this Policy.

SECTION 28: LANDSCAPING

This section reserved for future homeownership programs.

SECTION 29: ALTERATIONS AND IMPROVEMENTS

- A.** The Tenant shall make no alterations to the buildings on the premises, or construct any building or make other improvements on the premises, including painting of the interior or exterior, without the prior, express and written consent of the HD.
- B.** All approved alterations, changes, and improvements built, constructed or placed on the premises by the Tenant, with the exception of fixtures removable without damage to the premises, and removable personal property, shall, unless otherwise provided by written agreement between HD and the Tenant, be the property of the HD and remain on the premises at the expiration or earlier termination of the program agreement.
- C.** Any damages resulting from alterations or improvements will be charged directly to the Tenant.

SECTION 30: ASSIGNMENT AND SUBLETTING

- A.** All units managed by the HD must be used as the Tenants principal residence. Consequently, subletting and assignment of the home are not permitted.
- B.** Tenants shall not accept payment from anyone for use of the unit while temporarily away from the residence; this may be cause for eviction.

SECTION 31: TRANSFERS

RESERVED

SECTION 32: RISK OF LOSS/INSURANCE

Responsibility for the provision of fire and other peril insurance on the premises is as follows:

- A.** HD shall provide fire and other peril insurance on the premises during the rental phase of specific homeownership opportunity programs. In the event of any loss, the Tenant shall pay the insurance deductible. The HD shall not be responsible for the loss of any of the Tenant's personal property by fire, theft, or any other reason.
- B.** It shall be the sole responsibility of the Tenant during the rental phase to obtain fire and other peril insurance covering their personal property.
- C.** Staff responsibility for educating Tenants about Hazard Insurance will include discussions during housing counseling meetings or classes as well as a Written Requirements Letter provided to the Tenant detailing their responsibilities.
- D.** Evidence of the Tenant's understanding of the requirements for insurance shall be documented by a statement signed by the Tenant attesting to the receipt of information from the HD staff regarding insurance requirements.

SECTION 33: FIRE

In the event the leased premises shall become inhabitable by reason of fire or other casualty, participation under the applicable lease or agreement shall terminate and each party shall be relieved of all future liabilities hereunder dependent upon the cause and/or circumstances. HD will make assessments accordingly.

SECTION 34: PERSONAL PROPERTY

Any fixtures/appliances provided with the unit will remain the property of the HD unless otherwise indicated in writing. It will be the responsibility of the Tenant to provide washer and dryer appliances. All maintenance repairs will be the responsibility of the Tenant. If the HD Maintenance must perform any repairs on the washer and dryer units, a Tenant charge will be assessed. This section excludes elder units or elders age sixty (60) or above.

SECTION 35: ABANDONMENT OF PERSONAL PROPERTY

- A.** The Housing Department shall not be responsible for property left in an abandoned home.
- B.** Upon termination of a rental lease or use and occupancy agreement, the HD may dispose of any item of personal property abandoned by the Tenant in any manner deemed suitable by the HD. Proceeds, if any, after such disposition may be applied to the payment of amounts owed by the Tenant to HD.

- C. The Housing Department shall provide written notice regarding storage of the Tenant's personal property, which may be delivered personally to the Tenant, or by posting said notice in a conspicuous place near the entrance to the abandoned premises and sending an additional copy to the Tenant by certified mail, return receipt requested, to the last known address of the Tenant, postage being prepaid.
- D. The Housing Department shall provide written notice disposition of the Tenant's personal property by sending to the Tenant by certified mail, return receipt requested, to the last known address of the Tenant, postage prepaid.

SECTION 36: ABANDONMENT

- A.** If at any time during the term of the lease or use and occupancy agreement, the Tenant abandons the premises or any part of the premises for ten (10) days or more, HD may, at its option, enter the premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever. HD will terminate the lease or agreement by sending Notice of Termination to the Tenant as required by the lease or Lease Agreement.
- B.** Abandonment is evidenced by the removal of substantially all of the Tenant's property and personal effects by the Tenant or an agent of the Tenant, observation, credible testimony or other evidence that Tenant is residing somewhere other than the residence, and any one of the following situations:
1. Nonpayment of rent for two months;
 2. Terminated water or electrical utility, service for more than seven (7) days; the Housing Department shall take immediate action in event of water and/or electrical utility disconnect during winter months.
 3. An express statement by the Tenant that he or she does not intend to occupy the premises after a specified date;
 4. Incarceration of Tenant for a period of more than seven (7) days, if there are no other members of Tenant's household and if Tenant has not sought and obtained permission from the Housing Department to add a qualified Tenant to the household composition; or
 5. Occurrence of an emergency situation at the Premises that could have been avoided by presence of Tenant, including but not limited to water-, fire-, or weather-related damage.
- C. Second Absence.** If the Tenant returns to the unit prior to the completion of the process of terminating this lease or prior to the completion of the eviction process, and then leaves the unit for a second, subsequent period in excess of seven (7) days without the prior written approval of the Housing Department, the Tenant will be deemed to have irrevocably abandoned the unit and may be evicted even though the Tenant has subsequently returned to the unit.
- D. Retaking Procedure.** The Housing Department shall securely post a notice in a conspicuous place near the entrance to the Premises, with a copy sent to Tenant at his or her last known address by certified mail, return receipt requested, stating that:
1. The Housing Department has reason to believe that Tenant has abandoned the dwelling unit;
 2. The Housing Department intends to reenter and take possession of the dwelling unit unless Tenant contacts the Housing Department within ten (10) days of receipt of the notice;
 3. If Tenant does not contact the Housing Department, the Housing Department intends to remove any possessions and personal effects remaining in the premises and to rent, sell, or otherwise arrange for use of the Premises by another family;
 4. If Tenant leave property in the unit and the storage charge is not paid in advance and the personal property picked up within the total of thirty (30) days, the Housing Department will make reasonable disposition of any personal property of the Tenant. Proceeds, if any, obtained during the disposition process will be applied to any unpaid storage charge, unpaid rent, or any other amount due to the Housing Department from the Tenant;
 5. Due to tenant abandoning unit, additional hazmat precautions and cleaning charges will be assessed to tenant; and

If the notice described above is returned as undeliverable or if the Tenant fails to contact the Housing Department within ten (10) days of the receipt of said notice, the Housing Department shall reenter and take possession of the dwelling unit, at which time this Lease Agreement shall automatically terminate with no further notice.

- E. Notwithstanding any other provision of the lease, the Housing Department may enter the Premises immediately if there is an emergency situation in which the Housing Department determines it is necessary to prevent damage or harm to the Premises or to any neighboring persons or Premises.
- F. If HD's right of re-entry is exercised following abandonment of the premises by the Tenant, then HD may consider any personal property belonging to the Tenant and left on the premises to also have been abandoned, in which case HD may dispose of all such personal property in any manner HD shall deem proper and is hereby relieved of all liability for doing so.

SECTION 37: SUCCESSION

RESERVED

SECTION 38: TERMINATION

- A. **Event of Default:** In the event of the default of any material provision of this Policy and the applicable lease/agreement by the Tenant (and each covenant, provision, term and condition herein is considered a material provision and a consideration for the execution of a Lease Agreement or Lease Agreement, and time is of the essence of each and every of the foregoing), the lease/agreement and any exclusive option, shall terminate, at the option of the HD, and be forfeited and HD shall be entitled to possession of the premises.
- B. **Notice:** The Tenant shall be given thirty (30) days notice of any default or breach, and shall have thirty (30) days from service of said notice within which to cure or correct said breach or vacate as determined by the HD, except for a breach as described in SECTION 39, C mentioned below.
- C. **Circumstances Warranting Immediate Eviction:** In the following circumstances, the HD Staff Designee may implement immediate eviction proceedings under Umatilla Tribal Code, Eviction Procedures, without any notice required:
 - 1. There is clear and evident danger to the home or the surrounding community.
 - 2. There is a life-threatening situation to the home or the surrounding community.
 - 3. The breach is related to drug activity as prohibited by the HD Lease Agreements, the Drug Elimination Policy, and the Umatilla Tribal Code.
 - 4. The breach violates Tribal Policy regarding the use of illegal substances.

- D. **Right to Review Documents:** With respect to Notices issued pursuant to SECTION 38, A, the Tenant is entitled prior to any court hearing or trial to examine any relevant documents, records, or regulations directly related to the termination or eviction.
- E. Grounds for termination include any violation of applicable HD policies, Umatilla Tribe code, unlawful conduct, etc.
- F. **Ban:** Eviction due to repeated vandalism will include a ban on leasing or buying Tribal housing. Ban duration will be 1 year, 2 years, 4 years, and perpetual for successive evictions.
- G. Eviction due to alcohol inebriation or the selling or distribution to a minor are ineligible for admission to any HD program for a 1-year period beginning on the date of such eviction or termination. Ban duration will be 1 year, 2 years, 4 years, and perpetual for successive evictions.
- H. HD Participants who were evicted for non-payment of any financial obligation to HD will be denied participation in HD housing assistance programs for at least one (1) year from the date on which all HD debt has been retired and evidence of a good credit history, landlord history, and/or other documentation, as determined by the HD Designee, is obtained.
- I. HD Participants who were evicted for violations due to acts which threatened the health, safety and welfare or peaceful enjoyment of others will be denied participation in HD housing assistance programs for at least three (3) years and references are positive.

SECTION 39: MOVE-OUT PROCESS

- A. **Move-Out Inspection:** A Move-Out Inspection will be conducted within twenty-four (24) hours of obtaining legal possession of the unit. The Move-Out Inspection provides the information that is used to compare to the information gathered during the Move-In Inspection process. A comparison of both inspection forms provide the basis for determining whether or not the unit is in the same condition as it was when it was first rented except for normal wear and tear.
- B. **Documentation Requirements:** A Move-Out Checklist and an Inspection Form must be used to document the move-out process. The Tenant must sign and date the Move-Out Inspection Form to verify any Tenant damage, document any needed routine repairs, etc. The HD Staff Designee or Housing staff must also sign the Move-Out Inspection form. If any deficiencies are noted, an estimate of all costs and a work order will be issued to make the repairs.
- C. **Punch List Items:** Minor deficiencies that are readily repairable must be noted and a work order issued to make the repairs. The Tenant is not responsible for any charges related to the repair of noted punch list items. Any major deficiency must be corrected before occupancy can be permitted.
- D. **Procedures:** HD Designee shall prepare and implement procedures to ensure a smooth transition from the move-out process to the move-in process. Below is an outline of essential procedures which may be amended by the HD Staff Designee as needed.
 1. Move out checklist prepared and distributed.

2. Work Order prepared.
3. Move out inspection completed within 48 hours
4. Maintenance Department changes locks.
5. Cost estimate prepared
6. Cost estimate reviewed and approved.
7. Schedule.
8. Inspect and prepare punch list.
9. Conduct final inspection.
10. Complete processing and forward applicable information to appropriate departments/staff and document approvals.
11. Process for billing.

SECTION 40: NOTICES

Any notices or demand to be given, served, or made shall be validly and sufficiently given, served, or made, if from the HD to the Tenant, if the same is deposited in the United States mail, by certified mail, return receipt, postage prepaid, addressed to the Tenant at address of the leased premises; and, if from the Tenant to the HD, if the same is deposited in the United States Mail, by certified mail, return receipt, postage prepaid, addressed to

**Umatilla Reservation Housing Authority
51 Umatilla Loop
Pendleton, Oregon 97801**

The service of such notice shall be deemed complete by the said deposit thereof in the United States Mail as aforesaid. Either party may, by notice to the other in writing, designate a different place to which notices shall be sent.

SECTION 41: WAIVERS

No waiver by the HD of any term, covenant, or condition of these policies shall be construed as a continuing waiver thereof, or a waiver of any other term, covenant, or condition of this policy. Each and every default on the part of the Tenant shall be considered a separate and a new breach of the policy, irrespective of whether or not other defaults exist at that time.

SECTION 42: MODIFICATION

Modification of the Admissions & Occupancy Policy is subject to approval by the Board of Commissioners. Matters incorporated in the Policy by reference shall be publicly posted in a conspicuous manner in the HD's office and a copy shall be furnished to the Tenant on request. If such schedules, rules and regulations are modified, the HD shall give at least thirty (30)-days written notice to each affected Tenant through a mass mailing setting forth the proposed

modification, the reasons therefore, and provide the Tenant an opportunity to present written comments which shall be considered by the HD prior to the effective date of the proposed modification.

SECTION 43: TENANT RESPONSIBILITIES

- A. **Attractive Nuisance.** Tenant agrees to properly dispose of large items dangerous to children such as freezer chests, iceboxes or refrigerators by first removing the door or latch and/or securing and locking the door in an open position.

- B. **Attractive Nuisance Recreational Items.** Tenant agrees to submit a signed copy of the *Liability Waiver, Assumption of Risk and Hold Harmless Agreement*, comply with all provisions of said waiver and obtain approval from the Housing Department Director prior to setting up a swimming pool, trampoline, inflatable bouncy house or pony/horse rides.

- C. Failure to obtain approval and abide by the requirements will result in:
 - 1. An immediate \$50 administrative fee and a written warning to remove the item(s) within 24 hours and
 - 2. If the items are not removed within 24 hours, they will be confiscated. The Housing Department is not responsible for any damage done to the items during removal or storage. Tenants will not be compensated for the confiscated items.
 - 3. The decision may be appealed to the Housing Director first and then the Housing Commission. If a timely appeal is filed (7 days from the date of the citation or confiscation), the Housing Department will store the items until the next Housing Commission meeting to await the Housing Commission's decision. **The only remedy available to the Housing Commission is dismissal of the infraction and/or the return of the items. The Housing Commission cannot require the Housing Department to reimburse the Tenant for damage to the property or for any other reason.**

Reviewed and amended by the Board of Commissioners on [insert date].

Marcus Luke II, Housing Director

ATTACHMENTS

HUD Handbook 4350

Application

Client Action Plan