



# Housing Authority Policies of the Cheyenne and Arapaho Tribes

## Admission, Occupancy and Eligibility Policy - Revised Sept. 1, 2011

### Section 1: PURPOSE

This Admission and Occupancy Policy provides standard criteria and direction to staff for selection and admission of applicants for the housing program and for administering the requirements governing their occupancy. The Independent Living Center(s) shall also be regulated by the same guidelines for admission and occupancy as our housing units. Staff will conduct a reasonable and broad-based effort to solicit and accept applications from all interested parties. After reviewing applications, a waiting list for homebuyer applicants will be maintained according to the time and date of application and other pertinent factors as outlined in this policy. Staff in determining potential homebuyers will use the waiting list.

The board of commissioners and staff will comply with all applicable regulations of the Native American Housing Assistance and Self-Determination Act of 1996. These policies will be updated as needed to assure consistency with those regulations.

Under the provisions of the Indian Civil Rights Act, all persons involved in this program are assured due process and equal treatment.

In accordance with Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794), no otherwise qualified individual with handicaps shall solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subject to discrimination under this program.

### Section 2: INITIAL APPLICATION

All interested persons are to be encouraged to submit applications. They are to be advised that homes are assigned on a "first submitted - first served" basis, with the exception of those provisions in this policy, so they will know it is to their advantage to complete and submit an application as soon as possible. They also must be informed that if they need assistance in completing the application, staff is available to assist them. Families must submit a full and complete application, including authorizations.

The Independent Living Center(s) will also take applications and follow the same process as our housing applicants. These occupants will use a rental agreement for their contractual obligation. In Lieu of an MHOA.

All applications must be date stamped at the office when received and the time of receipt written next to the date stamp. The staff member receiving the application will also place their initials next to the date stamp; and, staff will be responsible for documenting that applicants have been advised, at the time application is made, that they (applicant) are responsible for updating their application annually to continue on the waiting list.

The application form will be designed by staff to gather enough information to allow a full assessment of the family's eligibility, consistent with Federal and housing authority requirements that apply at the time of submission. They also should be designed so they can easily be filled out using a typewriter or word processor.

### A. ELIGIBILITY ASSESSMENT AND PARTICIPANT CRITERIA.

1. They must be an "Indian family". "INDIAN" is defined as any person recognized as being an Indian or Alaska Native by a Tribe, the Federal government, or any State. At least one member of the family must be Indian. This must be verified by a family member submitting a copy of a BIA Certificate of Degree of Indian Blood (CDIB), enrollment verification, or a Tribal Enrollment Card, which delineates blood quantum of a Federally Recognized Tribe. Once the information is on file with the Housing Authority it will not be requested year to year.

"FAMILY" includes a family with or without children, an elderly family, a near-elderly family, a disabled family, and a single person.

5. A HOMEOWNERSHIP APPLICANT'S FAMILY INCOME MUST BE HIGH ENOUGH so the combined total costs of:

a. The current administrative charge as established by the Board of Commissioners to cover the housing authority's cost of opera-

tions,

b. The costs for utilities, based on the latest Utility Allowances, and

c. The costs for routine and non-routine maintenance expenses for the life of the Mutual Help and Occupancy (MHO) Agreement do not exceed 30% of adjusted family income. In rare circumstances, and only with documented additional counseling by staff, may an applicant family be selected if these projected housing costs would exceed that 30 percent amount. The family must convince the Executive Director that it can and will pay the administration charge and meet its other obligations under the MHO Agreement. The Executive Director will base her/his decision on demonstrated family history and/or individual family circumstances which would make it reasonable for her/him to determine that the family would be able to fully meet the obligations of homeownership, such as:

i. Documented family income from sources, which are not counted towards computation of adjusted monthly income, i.e. per capita payments.

ii. The family's ability to supplement income by providing its own foods, fuel, or other necessities.

iii. The family will be required to sign a statement verifying that they are below income and that they feel they are able to meet and maintain the payment calculated by staff and estimated long term maintenance expenses.

iv. The family will be required to participate in additional financial management counseling.

v. The family's previous monthly housing payment record shows rental and utility payments made in excess of the projected monthly housing cost.

d. Independent Living Center residents shall pay according to income as required by this policy. Income shall be calculated by this policy.

6. For an applicant to be financially eligible for the homeownership program, they must also demonstrate the ABILITY TO MAINTAIN AT LEAST THEIR PRESENT LEVEL OF INCOME. This will be verified by staff and may be satisfied by a written statement from the potential Homebuyer's employer. If it is not feasible to determine income potential from an employer, this verification may come from photocopies of the applicant's federal income tax returns for the one year prior to the first application. The income tax returns will be kept on file and new ones must be submitted each year thereafter until the applicant is placed in a unit. Failure to provide the housing authority with this information will result in the applicant being dropped from the homebuyer waiting list.

7. For a family to be eligible for admission to the rental program/Independent Living Center, they must be WILLING AND ABLE TO MEET ALL OBLIGATIONS OF THE LEASE or Rental Agreement.

8. ELIGIBILITY OF SINGLE PERSONS IN THE PROCESS OF ADOPTING an individual under age 18 is to be determined identically to a single pregnant woman, but persons in the process of securing legal custody through other means must provide evidence of a reasonable likelihood of success to be admitted to occupancy prior to obtaining custody. A unit will not be offered to an individual until adoption is complete. If after 30 days after the homebuyer's informational meeting, he/she will have to wait until the next project to receive a unit. He/she will remain on the waiting list, with any preference for which he/she remains eligible and with his or her original date and time of application. If custody is denied, then the housing authority will determine eligibility.

9. Annual family income to determine eligibility will be determined by staff based on the STATEMENT OF INCOME at the time of initial application. To remain on the waiting list, applicants must recertify annually (update application). Staff will re-verify eligibility of the applicant based on any change of income and ensure that the applicant meets all eligibility re-

quirements for admission. Should an applicant become ineligible based on a change in income at the time of placement into a unit, 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 cases where annual income is seasonal or sporadic, a two-year average of income will be used for the family member whose income cannot otherwise be determined.

10. All applicants may be screened for SATISFACTORY CREDIT AND MAINTENANCE HISTORY before being offered a unit.

a. Credit history will be verified by one or all of these sources:

i. Credit reporting agency (staff will obtain a credit report on each applicant, after they have been determined to be income eligible). Lack of a credit history (as opposed to a poor credit history) is not sufficient justification to deny admission. Staff will take into consideration the time, nature and extent of the past occurrences and the reasonable probability of future favorable performance by the applicant.

ii. Two or more landlord references detailing rental payment history.

iii. All credit references provided by the applicant's adult household members.

b. Use and maintenance history will be documented by two or more landlord references detailing history of any unit damage. If negative reference on either the credit or use/maintenance history is obtained, staff will notify the applicant in writing of the negative items found. The applicant will be afforded an opportunity to respond in writing on any negative information derived from any source. The response will be taken into consideration in determining the applicant's eligibility.

11. Admission will be denied with board approval to any applicant whose HABITS AND PRACTICES may be expected to have a detrimental effect on other residents or on the housing project, based on a documented history of disturbing the neighbors, or destroying property. This evaluation will also include the applicant's history of criminal convictions, especially drug related or violent crimes. A criminal record will be justification for denial from consideration and will only be a factor if such record will reflect negatively on the overall safety and welfare of the housing project. Applications will be taken to the Board for final approval. The following applies:

a. All applicants and household members 18 and older will be subject to a criminal background check.

b. The following felonies will be justification for rejection into the program; drugs, alcohol, sexual abuse, child abuse, arson, murder, assault with intent to cause bodily harm, and other violent crimes.

c. All applicants and household members 18 and older will undergo a drug test at the time of move in.

12. The Housing Authority will ONLY CONSIDER INFORMATION THAT IS REASONABLY RELATED TO THE INDIVIDUAL'S DOCUMENTED RECORD - not what might be attributed to a particular group or class. Federal law prohibits discrimination based on race, color, creed, religion, national origin, sex, age or handicap.

13. The Housing Authority will NOT CHARGE APPLICANTS FOR THE COSTS INVOLVED IN THE APPLICATION. In particular, the Housing Authority will not charge the applicant for processing the application or obtaining a credit check.

14. Applicants INFORMATION WILL BE VERIFIED AS SOON AS POSSIBLE after selection from the waiting list of applicants.

15. To be admitted into the program, applicants MUST SIGN A LEASE or RENTAL AGREEMENT OR MUTUAL HELP OCCUPANCY AGREEMENT containing provisions required by the Federal government relating to payments, use and maintenance of the home. All leases and Rental Agreement's for a unit must be executed prior to execution

of the construction contract or the taking of occupancy of the acquisition unit.

16. To be qualified the families MUST DISCLOSE AND VERIFY SOCIAL SECURITY NUMBERS for all family members..

17. 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 housing assisted unit agreement must be obtained before the applicant will be allowed to execute a new lease or MHO Agreement.

18. INELIGIBILITY - Families who have applied for housing, 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 an informal hearing under the provisions of the grievance policy. All information relative to the rejection of an applicant family must be documented and placed in the applicant family's file for future reference. Applicants could be determined to be ineligible for one or more of the following:

a. Failing to repay previous debts owed to any housing authority or other HUD program.

b. Committing fraud in connection with any HUD program, or failing to disclose previously committed fraud in connection with any HUD program.

c. Providing false information on the application.

d. Non-cooperation. Refusing or failing to complete required forms or to supply requested information.

e. Applicants who appear on HUD's List of Suspensions, Debarments, and Limited denials of participation.

f. Having a documented history of abusing units, abusing neighbors, of selling illegal drugs, or recent drug abuse or criminal activity.

g. Persons evicted from previous homes or from other Housing Authority programs.

h. If a person owns or is purchasing another home, ownership must be relinquished and proper documentation of relinquishment must be shown before they will be placed into the program.

i. Housing Improvement (HIP) Applicants who are assisted through the BIA will be removed from the waiting list. This will include the spouse on the waiting list, which is listed on their family household composition. This applies upon the completion of the project home.

j. Participants that are in the program will not be eligible to be placed on the waiting list. Once the home is paid off, the Homebuyer will be considered served and will not be eligible to be placed on the waiting list.

### 19. CONFIDENTIALITY.

In both the homeownership and rental programs, families are required to reveal personal information about themselves and their finances that most citizens are allowed to keep private, and usually choose to keep private. They do not give up their right to privacy, simply because they are participating in a housing authority program. Staff shall respect applicants and residents by keeping all information about them in strictest confidence, using it only when necessary in their work. Violation of applicant or tenant confidentiality is grounds for immediate dismissal of a staff or board member.

### SECTION 3: WAITING LIST

1. GENERAL - Staff will maintain separate rental and homeownership waiting lists of eligible applicants. In addition to the preliminary eligibility factors, staff will take into consideration the following factors prior to placing an applicant family on the waiting list:

a. number of family members.

b. determination of bedroom size needed.

c. determination of need for a handicapped accessible unit.

d. preference of location for a home. (Three sites)

2. Approved applicants will be placed on the waiting list by the date and time the application was received by the Housing Authority. Staff will document in applicants' file the area of preference, number of bedroom sized unit needed, and if there is a need for a handicapped accessible unit. The need for a handicapped accessible unit will be determined by information derived from the application and verified by medical personnel. Staff will not determine the need for a handicapped accessible unit based solely on visual contact with the homebuyer. Staff will consider other applicable factors such as identified within this policy, in placement of the applicant family on the waiting list.

3. ELIGIBLE APPLICANTS - For each applicant found to be eligible for admission, staff will establish a file containing at least the following material:

- a. Application.
- b. Verification documents.
- c. Copies of staff's "notification of eligibility".
- d. All correspondence and memoranda regarding the applicant.

4. MANAGING WAITING LISTS - The Occupancy Specialist will update waiting lists

monthly. All additions and deletions to the waiting list will be approved by the Board of Commissioners at the monthly board meeting. Each applicant will be contacted annually to

update their application, and the Occupancy Specialist will reaffirm the applicant's eligibility, interest and need for housing. This may be done by mail or by documentation submitted.

Staff will make a reasonable and broad based effort to solicit applications, which must at least include:

- a. Announcements in local papers.
- b. Mailings to occupants such as newsletters.
- c. local posting of announcements.

5. HUSBAND AND WIFE ON WAITING LIST.

a. Waiting list positions will be held by both the husband and wife provided they both are tribal members and legally married.

b. Both names will be potential homebuyers for the same application. This will hold

true when one of the applicants expires.

c. Non-Tribal members or an individual without a marriage license will not be considered for housing services.

**Section 4: THE TRADING OF POSITIONS, EXCHANGING OF HOMES & TRANSFERS.**

Trading of Positions, Exchanging of Homes and Transfers are not allowed.

**Section 5: ASSISTANCE TO NON LOW-INCOME FAMILIES**

1. Families above 100% median income.

a. Families over 100% median income will have to be reviewed and approved by HUD to be assisted with HUD funds.

b. Notice PIH 99-6 discusses the issue be eligible for assistance.

2. Families 80 -100% median income.

a. In all cases, the Housing Authority must determine and document that there is a need for

housing for each family which cannot reasonably be met without assistance. Below is a short

list as documented in PIH 99-6 Notice.

i. Inadequate housing- not in physically sound condition, or does not provide

adequate space and privacy for all intended household members.

ii. Does not provide adequate space and privacy for all intended household members.

iii. Temporary housing and homelessness.

iv. Cost burden.

b. a non low-income Indian family cannot receive the same benefits provided to a low-income Indian family. The non low-income Indian family will pay a higher payment than a low-income family and that a non low-income family will receive a lesser amount of other assistance than a low-income family.

c. the amounts of assistance whether it be Homeownership or Down Payment Assistance shall be determined as in the examples in NOTICE PIH 99-6.

**Section 6: SELECTION OF FAMILIES**

1. Family selection will be made from the top of the waiting lists of eligible applicants. Final approval of selected applicants will be made by the Executive Director prior to execution of the lease or MHO Agreement. The preliminary eligibility of each applicant will be done at the time of application and date of application will effect placement on both waiting list. The preference for housing will be as follows:

a. Tribal members will be given first priority.

i. Preference for housing shall be given to individuals with children under the age of eighteen. They must have legal custody, if divorced.

ii. Singles will be housed after applicants with dependants are housed.

iii. Singles, when they get to the top of

the list will be moved to the following project in case situations arise where they are no longer single. The second try at the top of the list without success will bump them to the bottom.

iv. Married couples without children are eligible.

b. Second priority will be given to non-tribal members with C-A enrolled children.

c. Third priority will be to other members of other tribes. Third priorities will only be housed when all other applicants have been housed.

d. Independent Living Center applicants will be selected according to age and income guidelines.

2. Elderly provision for the allocation of units. Elderly applicants that are 60 years of age will have to make up at least 25% of the next homebuyers. You must be at least 60 years of age before the initial coordination meeting for new homebuyers. If 25% are not within the initial group then, we will take that amount from the waiting list until the 25% of total allocation is met.

3. The SELECTION OF APPLICANTS WILL BE MADE WITHIN 30 DAYS of the Housing Authority preparing for the next development of units. A "notice of selection" will be sent to the applicants informing them that they have been selected to participate in the program. The "notice of selection" does not constitute a contractual obligation by the housing authority. Applicants must pay any outstanding arrearage due to the Housing Authority before receiving a unit. Applicants who apply after the adoption of this policy (May 21, 1999) that has lost their homes from the Housing Authority due to eviction or abandonment are no longer eligible for a unit.

5. Applicants who are disaster victims: In the event a family who has been on the waiting list for a year or longer is displaced due to a catastrophic event, more specifically a fire, tornado or flood, and bound by a rental or homeownership agreement, not covered by home replacement insurance will be eligible for a unit, if one is available or substantial funding is available for additional units. The unit must be at least 50% destroyed by this event. The fire department or FEMA or other related agencies shall verify the damage. The board will make final determination. This displaced person will be subject to eligibility standards of this policy and must not have been a participant in the housing program before such incident.

6. In addition to the selected applicants, staff will select ALTERNATE APPLICANTS in case any of the Leases or Rental Agreements is terminated for the primary applicants prior to initial occupancy of the development. The number of alternate applicants will equal at least ten percent (10%) of the total units in the development. These alternates will be the next families on the waiting lists.

7. a.OCCUPANCY STANDARDS - to avoid overcrowding and prevent wasted space, units are to be filled in accordance with occupancy standards set forth below. However, in the event there are rental units and/or mutual help units, which cannot be filled with families of appropriate size and type after all possible efforts have been made to stimulate applications, eligible families of the most nearly appropriate size shall be housed and will be moved to units of proper size at the earliest possible date. In no event and under no circumstances are any units to be overcrowded.

b. Homeownership occupants are to be aware that moving unauthorized person into the units shall constitute a breach of contract and legal action may begin to repossess the unit. Additional persons may be moved into the unit only with permission from the Housing Authority.

c. Dwelling units shall be assigned generally as follows:

- i. Two persons per bedroom, generally.
- ii. Persons of different generations, persons of the opposite sex (other than spouses), and unrelated adults, will have separate bedrooms.
- iii. Children of the same sex will share a bedroom.
- iv. Children, with the possible exception of infants will not share a bedroom with the parents.
- v. Persons with verifiable medical needs or other extenuating circumstances may be provided a larger unit.

d. Housing units shall be assigned as not to require the use of the living room for sleeping purposes.

e. Housing units shall be assigned by taking into consideration every family member, regardless of age, who is to be counted as a person. Growth potential may also be a consideration. Below is a list of person per bedrooms.

| No. of Bedrooms | No. of Persons |         |
|-----------------|----------------|---------|
|                 | MINIMUM        | MAXIMUM |
| 2               | 2              | 4       |
| 3               | 3              | 6       |
| 4               | 5              | 8       |
| 5               | 7              | 9       |

f. These standards regarding the minimum and maximum number of persons who will occupy a unit will be applied within the

restraints of financial solvency and program stability. Restrictions above shall also apply and units shall be assigned based on the individual family needs.

g. Medical Exemption - The Board of Commissioners will grant exemption to applicants when they come up for a home if they cannot medically produce offspring.

This will apply to those who don't meet the 60 years of age exemption.

8. DIVORCE - In the event of a separation or divorce. The spouse that receives custody of the children will be granted the Unit.

a. If the spouse is a non-Indian he/she shall only maintain the home until the children of the tribal member turns 18 years of age.

b. At no time shall only a non-Indian reside in the home without custody of tribal member's children while they are minors.

c. A tribal member that loses complete custody of his/her children will not be eligible to receive a home.

d. Court documents showing the divorce decree will have to be submitted to show who has received custody of the children.

9. CHANGES IN FAMILY'S INCOME could change the applicant's opportunity to enter the program:

a. If the family's income decreases, it could affect the family's ability to meet the obligations of the homeownership program. For this reason, staff will counsel the family on other housing resources available, i.e. the rental program. If necessary, staff may terminate a MHO Agreement, prior to occupancy, based on the homebuyer's change in income.

b. If the family has become over income, it may still be admitted under the exception, listed in section 2.4.

10. An applicant will be offered no more than two opportunities for a home in the acquisition program; the applicant shall choose one of these homes. The applicant does have the right to seek the homes in a reasonable amount of time, preferably 14 days. The applicant has the option of denying the first home and be bumped to the next housing project. Should the applicant reject the second home, the applicant will be placed at the bottom of the waiting list and the date and time of the rejection of the second available home will apply to their application. In the construction of a unit the applicant will have already selected a site or the Housing Authority will have agreed upon the site to construct the home and a rejection of the unit will drop the applicant to the bottom of the list.

11. Prior to admission, an applicant for a home must sign a statement that they are willing to sign a lease, attend mandatory counseling sessions that describe their obligations.

**Section 7: USE OF THE HOME**

1. Tenants, Homebuyers and the housing authority are jointly responsible to future generations for ensuring that the homes are used properly and are well maintained.

2. It is the responsibility of each resident to take pride in their home by keeping it and the grounds in a decent, safe and sanitary condition at all times. When the need for maintenance arises from time to time, tenants are expected to inform the

1. housing authority promptly. Homebuyers are responsible for all home repairs and expected to perform necessary maintenance in a timely manner.

2. Instances of serious abuse or misuse and not responding to unsanitary conditions of a home by a tenant or homebuyer, or failure by the homebuyer to provide basic routine or non-routine maintenance are causes for termination from the housing program.

3. A condition for selection is that the family agrees to use the home as their principal residence during the term of the Lease Agreement for at least nine months of the year. Ownership or use of a residence other than the housing authority's home could disqualify a family from the program. However, there are two situations that do not violate the principal residence requirement:

- a. Use of a secondary home that is necessary for the family's livelihood or for cultural preservation.
- b. A homebuyer family's temporary absence from their home and related subleasing of it if done for reasons and time periods prescribed in the sublease section of this policy.

6. A resident may request prior written approval from the Executive Director to operate a small business in their unit. The Executive Director may grant this authority when the resident provides the following written assurances and may rescind this authority upon violation of these assurances:

- a. The unit will remain the resident's principal place of residence.
- b. The business activity will not disrupt the basic residential nature of the housing site or disturb others.
- c. The business will not require permanent structural changes to the unit that will adversely affect a future resident's use of the unit.

**Section 8: INCOME**

1. ANNUAL INCOME IS THE ANTICIPATED TOTAL INCOME FROM ALL

SOURCES RECEIVED BY THE FAMILY HEAD AND SPOUSE (EVEN IF TEMPORARILY ABSENT) AND BY EACH ADDITIONAL MEMBER OF THE FAMILY AGE 18 AND OVER. This includes all net income derived from assets, for the twelve-month period following the effective date of the initial determination or recertification of income. HUD may allow certain types of income to be excluded, such as per capita payments or income from trust properties, and staff are to make all allowable exclusions.

2. Due to limited income that our elderly native people receive, any person of the age of 55 and older can be admitted without prejudice of meeting the median income guidelines. Over income still applies in all situations. The applicant must still show that his/her annual income is capable of maintaining the administrative fee. This exclusion is negated if HUD determines that the Housing Authority is out of compliance with its regulations.

3. Income includes, but is not limited to:

- a. Wages, salaries, tips, commissions, etc.
- b. Self-employment income.
- c. Farm self-employment income.
- d. Interests, dividends, net rental income, or income from estates or trusts.
- e. Social security or railroad retirement.
- f. Supplemental Security Income, TANF (formerly Aid to Families with Dependent Children), or other public assistance or public welfare programs.
- g. Retirement, survivor, or disability pensions.
- h. Any other sources of income received regularly, including Veterans (VA) payments, unemployment compensation, and alimony.

4. The following are excluded from annual family income:

- a. Income from employment of children (including foster children) under the age of 18.
- b. Payments received for the care of foster children.
- c. lump sum additions to family assets, such as inheritances, insurances payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses.
- d. Amounts received by a family that is specifically for or in reimbursement of, the cost of medical expenses for any family member.
- e. The income of a live-in aide is not counted as income. A live-in aide is defined as a person who resides with an elderly, disabled or handicapped person and is determined by the Executive Director to be essential to the care and well being of the person, is not obligated to support the person, and would not be living in the unit except to provide necessary supportive services. A relative may qualify as a live in aide if all of these conditions are met and a waiver has been secured from HUD to allow family members to serve as live-in aides. An elderly, disabled or handicapped person needing the live in aide does not have to qualify as an elderly family in order to have a live-in aide. A live-in aide does not qualify for continued occupancy as a remaining family member.
- f. Amounts of educational scholarships paid directly to the student or the educational institution and amounts paid by the government to a veteran for use in meeting the costs of tuition, fees, books, equipment, materials, supplies, transportation, and miscellaneous personal expenses of the student. Any amount of such scholarship or payment to a veteran not used for the above purposes that is available for subsistence is to be included as income.
- g. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
- h. Amounts received under training programs funded by HUD.

i. Amounts received by a disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a plan to attain self sufficiency.

j. Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program.

k. Temporary, non-recurring or sporadic income, (including gifts).

1. Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance under the current federal Housing Act for Indian Housing.

**Section 9: CERTIFICATION AND RECERTIFICATION**

Staff will verify and certify a selected family's composition, income and earnings prior to initial occupancy and will annually recertify their income for the purpose of adjusting payments based on changes in income and earnings.

1. Re-certifications shall be done an-

nually.

2. In verifying and certifying income for eligibility or payments, appropriate authorizations for release of information must be obtained from all adult family members. Written consent must be provided to staff so information can be obtained from employers and from local, state, and federal agencies providing payments to families. 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.

3. It is not a requirement for the Cheyenne -Arapaho Housing Authority to annually obtain CDIB cards and /or Social Security cards for applicants and household members once they are initially received.

4. The purpose of annual recertification of income is to establish a fair share payment for the family based solely on their income. If, in the period between recertification, circumstances result in the family receiving substantially less or substantially more income than that projected at the time of its previous recertification, an adjustment or interim recertification will be made. Adjustments will be made only after a thorough review of the household's income, and will be made on a case by case basis.

5. Residents are to report all changes in family composition, income and assets as they occur. If the decrease of income occurs it is to the advantage of the resident to report the change for a payment adjustment to the minimum of the administration fee.

6. During any recertification or interim recertification, if a family reports that they have no income or an inadequate amount (such as unemployment); an interim recertification will be scheduled and completed every- thirty (30) days.

7. Also, it may be that at the time of recertification, staff will determine if the family is in the appropriate program. If a family's income has changed significantly, and it appears that this change will be long term, the family or the housing authority may consider the option of converting the dwelling unit from a mutual help to a rental unit, or from a rental unit into a leased unit depending on the present status of the unit and the need.

8. Failing to recertify on Annual basis will cause action to terminate the lease or rental agreement with the homebuyer. Homebuyer will be considered in breach of his/her agreement.

#### Section 10: DEDUCTIONS

Deductions from a total family income will be made as follows:

1. \$480 for each dependent under 18 years of age, or unless over 18 and they are a full time student or disabled.
2. \$400 for an elderly or disabled family.
3. For any elderly family a medical deduction will be given for medical expenses which exceed three percent (3%) of their gross family income. Medical expenses are those medical expenses, including medical insurance premiums that are anticipated during the period for which annual income is computed and that are not covered by insurance.
4. Handicapped assistance expenses greater than or equal to three percent of annual income. An allowance for handicapped assistance expenses computed as provided in this section, plus an allowance for medical expenses, for any elderly family, that is equal to the family's medical expenses, for any elderly family, that is equal to the family's medical expenses and that has handicapped assistance expenses that are less than three percent of annual income. An allowance for combined handicapped assistance expenses and medical expenses that is equal to the amount by which the sum of these exceeds three percent of annual income. Handicapped assistance expenses are reasonable expenses that are anticipated during the period for which annual income is computed for attendant care and auxiliary apparatus for a handicapped or disabled family member. These must be determined to be necessary to enable a family member (including the handicapped or disabled member) to be employed, provided that the expenses are neither paid to a member of the family or reimbursed.

5. Child care expenses of children where necessary to enable a family member to be gainfully employed or to further his or her education. The amount deducted cannot exceed the amount of income derived from such employment.

6. Staff will also deduct for excessive travel expenses, but not to exceed \$25.00 per week. This deduction may only be approved for employment or educational related travel. Staff may request the resident to maintain a mileage log or provide receipts to verify this deduction.

7. Utility Allowance. The Housing Authority will use the following for the utility allowance as follows:

A three bedroom home will be given an allowance of \$78.00 per month.

A four bedroom home will be given an allowance of \$87.00 per month.

A five bedroom home will be given an allowance of \$100.00 per month.

8. Other deductions:

a. Child support payments that are verified with court documents.

b. Garnishments, up to 50% of garnishment from court ordered decision.

c. Education expense, up to 50% of verified expense from college attending

d. Funeral expense, verified through funeral home receipts, must pay 6 months in a row to get interim adjustment. If don't pay a full six months in a row, no deduction.

e. Medical expenses must show receipts where bills have been paid.

f. The first \$2,000.00 of proceeds derived from Indian lands.

g. The amount of the deduction for the estimated monthly cost of utilities (water, garbage, sewer, gas, electricity, or other heating and cooking fuels) is calculated by staff. The resident is required to pay actual utility costs directly to the utility companies Section 11: REQUIRED MONTHLY PAYMENTS

1. AMOUNT OF REQUIRED MONTHLY PAYMENT.

a. Each tenant (rental units) will make a required monthly payment based on his/her family/household's annual income and the following factors:

i. Annual income minus any deductions (adjusted family income); and,

ii. Multiplying the adjusted family income by 30 percent and,

iii. Subtracting the utility allowance for each tenant's unit as established in the approved schedule of utility allowances from whichever is greater of: (a) 30 percent of adjusted family income; or (b) from the minimum rent as established by the Board of Commissioners, which ever is greater.

b. Each homebuyer (homeownership) excluding the senior citizen maximum payment, will make a required monthly payment based on his/her families household's annual income and the following factors:

i. Annual income minus any deductions (adjusted family income); and,

ii. Multiplying the adjusted family income by 15 percent; and,

iii. Subtracting the utility allowance for each homebuyer's unit as established in the approved schedule of utility allowances. Utility allowance is based on the following:

Allowance for 3 Bedrooms 78.00.

Allowance for 4 Bedrooms 87.00.

Allowance for 5 bedrooms 100.00. Citizen maximum (ceiling) monthly payment.

c. Monthly Ceiling Payment

i. \$300.00 will be the ceiling payment 60 and over.

ii. \$450.00 will be the Ceiling payment on any size bedroom unit.

iii. If resident prefers to pay over ceiling then MEPA payments will be accepted.

d. Independent Living Center residents will pay 100 for rent and 75 for utilities or as specified in the rental agreement.

e. Non-Low Income:

A non-low income family participating in the rental or home ownership program cannot receive the same benefits as that of a low income family. Monthly payment will be determined by calculating the percentage that the family is over the greater of National or local County income limits as calculated by HDS.

2. MINIMUM REQUIRED MONTHLY PAYMENT.

Each homebuyer will be required to make a monthly payment of no less than the current administration charge. Payments are due on the first day of the month and will be collected according to the Collection and Eviction Policy.

#### Section 12: UNIT INSPECTIONS

Staff will inspect each home annually to assure that it is properly used and that it is maintained in good condition.. The Executive Director will adopt inspection standards that are equal to or higher than Federal Section 8 Quality Standards. They must be specific enough so a reasonable person can tell the difference between "normal wear and tear" and excessive use. Residents are obligated under this policy to participate in pre-occupancy, annual, pre-move out, and final move out inspections. Failure of a homebuyer to participate in the required inspections may result in termination of the Agreement pursuant to this policy.

1. DECENT, SAFE AND SANITARY CONDITION: Staff has the right and obligation to make

inspections of a home at any time, with prior notification to the residents. Notification will be in writing giving the resident at least 2 days prior notice of the inspection.

2. PRE-OCCUPANCY INSPECTION: Prior to the move in or no later than the date of occupancy, the resident and staff will conduct a pre-occupancy inspection to document the existing condition of the home. The pre-occupancy inspection will become part of the resident's file and will be used for future reference, should the resident or housing authority terminate the agreement

3. ANNUAL INSPECTIONS : The resident and staff will conduct an annual inspection of each home and rental unit to ensure that it is being properly used and maintained. The annual inspection also documents the condition of the home for the resident's

file and provides staff with a basis for providing counseling on home use or maintenance.

a. An inspection may result in mandatory maintenance being required of a Homebuyer or tenant on his/her unit. In this case, a plan of action will be developed between staff and the homebuyer listing specific maintenance actions needed and target dates. Staff will follow up with subsequent inspections on those dates to assure necessary compliance by the homebuyer (see section 13 on Homebuyer Responsibility for Maintenance).

b. Staff may elect to perform inspections once every three (3) years for homebuyers who meet their responsibility for maintaining the home in a decent, safe and sanitary manner as determined by two (2) years of annual inspections with no deficiencies. Staff will withdraw the three (3) year inspection and revert to annual inspections if staff finds that the homebuyer is not performing his/her responsibility for maintenance, based on an inspection and/or counseling session

4. PRE-MOVE OUT INSPECTION: The pre-move out inspection is scheduled at the time the resident notifies staff with his/her thirty (30) day notice of intent to move out and terminate their lease or MHO Agreement. The pre-move out inspection is conducted to provide the resident with assistance in maintenance items that are required to be repaired/replaced or cleaned prior to the housing authority regaining possession of the home.

5. Staff will perform an inspection of the premises whenever it takes action to terminate a Lease or MHO Agreement. The premises will be inspected prior to the resident moving out.

6. FINAL MOVE OUT INSPECTION: The final move out inspection documents the condition

of the home at the time the housing authority regains possession of the home. Any items

needing repair or replacement beyond "normal wear and tear", or cleaning will be documented for the file. Any charges for rehabilitation of the home will be made according to this policy.

7. INSURANCE PROCEEDS: Insurance claims regardless of the type of claim are the property of the Housing Authority and shall only be used for the home repair. In certain cases such as fire, when the home is abandoned or the homebuyer is evicted, the Housing Authority will take possession of the proceeds and deposit the funds in the programs account. In the event that a fire consumes the home while a homebuyer resides in the unit, the unit will be replaced. In no circumstances should the homebuyer retain insurance proceeds from a completely burned out or demolished unit.

#### Section 13: HOMEBUYER RESPONSIBILITY FOR MAINTENANCE

1. The Homebuyer is responsible for all routine and non-routine maintenance of his/her unit. As stated in this section as follows:

a. The homebuyer 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). The IHA shall not be obligated to pay for or provide any maintenance of the home other than the correction of warranty items reported during the applicable warranty period.

b. The housing authority and homebuyers are responsible to the future generations for ensuring that the homes are well maintained. Instances of serious abuse or misuse of the home, or failure by the homebuyer to provide basic routine or non-routine maintenance are causes for termination. Costs will be charged to the homebuyer if work has to be performed by the housing authority. The procedures listed below will be followed when staff determines that the homebuyer has failed to perform the required maintenance:

i. Immediately upon determination by staff that the homebuyer has failed to adequately perform maintenance, staff will require the homebuyer to agree to a specific, negotiated plan of action, including target dates, to cure the breach and to assure future compliance. The plan will state the specific maintenance work to be done within a reasonable time by the homebuyer, with such use of the homebuyer's MEPA account as may be necessary, or to be done by the housing authority and charged to the homebuyer's MEPA account. Residents that request assistance will be charged back to their account for their repairs. If the homebuyer does not agree to a plan to cure the default or if the home buyer fails to carry out the agreed upon plan, the homeownership agreement may be terminated.

ii. If staff determines that the condition of the property creates a hazard to the life, health or safety of the occupants, or if there is an immediate risk of serious damage to the property if the condition is not corrected, the corrective work will be promptly completed by the housing authority with such use of the homebuyer's account as may be necessary. All costs in excess of the homebuyer account will be charged to the homebuyer directly and must be paid in conformance with the Collections and Evictions policy.

2. Additions or structural changes to

the home may be made only with prior written approval of the Executive Director. The Executive Director and the resident will ensure that such changes will not:

a. Impair the value of the home, the surrounding homes or the project, nor

b. Impair the use of the home for residential purposes, nor

c. Violate code requirements as to design and construction.

#### Section 14: COUNSELING

Each resident is required to participate in and cooperate fully in all official pre- and post-occupancy counseling activities. Failure, without good cause, to participate in the counseling program constitutes a breach of Lease and MHO Agreements.

1. PRE-OCCUPANCY COUNSELING: The pre-occupancy counseling session takes place

prior to execution of the Lease or MHO Agreement. This session informs the applicant of program requirements and procedures plus instructions on the proper use of appliances and equipment. Specifically, the Lease or MHO Agreement is reviewed and the staff will answer any questions to ensure that the resident realizes and understands his/her responsibilities. The counselor must review a budget outline and discuss how to keep required payments up and keep from being a delinquent homebuyer. Information on how to use consumer credit counseling should also be given, so that they may use this service when bills become overwhelming and cumbersome.

2. POST-OCCUPANCY COUNSELING: Post-occupancy counseling includes one-on-one or group sessions on program requirements, use, maintenance and budgeting.

a. Program counseling ensures that the homebuyers are fully aware of their responsibilities under the program. The program is reviewed again with the resident with staff available to answer any questions.

b. Use and maintenance counseling, including instructions on proper use of appliances and equipment, is provided to the tenant or homebuyer at their request and/or when it becomes evident that a resident is not properly using or maintaining his/her home.

Homebuyer advice on maintenance includes, but is not limited to, furnace and water heater repair, plumbing, window, sheet rock and carpet and linoleum replacement.

c. Budget counseling is provided at the request of a resident or if an inadequate payment history becomes apparent. Budget counseling attempts to provide realistic budget advice within the resident's income and expenditures.

#### Section 15: PROGRAM VIOLATIONS

The housing staff recognizes that program violations are not always intentional and may result from a lack of understanding of program requirements on the part of residents or staff. Other violations are a result of disregard or are intentional for a variety of reasons. Since it is not easy to tell the difference, it is important that violations be dealt with promptly and in a firm but fair manner. Staff will always provide equal treatment and due process and will always inform residents of their right to an informal resolution or formal hearing under the grievance procedures. Any verbal warnings or letters will be documented.

1. RESIDENTS COMMIT A PROGRAM VIOLATION BY:

a. Failing to submit requested verifications in a timely manner.

b. Failing to provide verification of social security numbers.

c. Failing to complete recertification.

d. Failing to report changes in income and/or assets of household members in a timely manner.

e. Vacating the unit in violation of the Lease or MHO Agreement.

f. Failure to keep utilities in service to the unit.

g. Failure to use or maintain the home and/or property as required.

h. Conducting themselves in a manner that is disruptive of their neighbors' right to "quiet enjoyment" of their homes,

i. Non-payment or other violations of the Lease or MHO Agreement.

2. RESIDENTS COMMIT A FRAUDULENT CRIMINAL VIOLATION BY:

a. Knowingly omitting income or assets of self or household members.

b. Knowingly under reporting income or assets of self or household members.

c. Transferring income or assets to obtain or retain false eligibility.

d. Overstating deductions, allowances or expenses.

e. Using a false identity or false social security number.

f. Using false documents.

g. Falsifying the number of household members, etc.

3. If a resident commits a program or criminal violation, staff will notify the resident of the violation in writing and jointly develop a work plan to correct the violations. Staff will also provide counseling as appropriate and an opportunity for an informal hearing on the matter. If corrections are not forthcoming in a reasonable time, termination from the program may result.

#### Section 16: SELF-TERMINATION

The resident is responsible to provide staff with a thirty (30) day written notice of his/her intent to terminate the Lease or MHO Agreement. If the resident vacates the home without notice to staff, the resident will remain subject to the obligations of the Lease or MHO Agreement. This includes the obligation to make monthly payments until staff can terminate the Lease or MHO Agreement in writing. Notice of the termination will be communicated to the extent feasible and the termination will be effective on the date stated in the notice.

#### **Section 17: AUTOMATIC TERMINATION OF MHOA**

1. The below acts are justification for eviction, but are not limited to only these acts. Felony acts which are heinous or that have intent to do bodily harm or tries to take the right away of another person will be immediately removed from the program. These act will have a past time limit of when the conviction was handed down, the elapsed time will provide eligibility requirements. You could be eligible if a certain amount of time has elapsed since your conviction. The time schedule since your last felony conviction is listed below with the crimes.

a. Convicted of selling illegal drugs. Ineligible if crime was within last five years

b. Convicted of Murder or attempted murder. Ineligible if crime was within 25 years.

c. Convicted of Child abuse or neglect. Ineligible if ever convicted.

d. Convicted of Rape or other sexual crimes. Ineligible if ever convicted.

e. Convicted of Robbery or Felony Theft. Ineligible if crime was within 10 years.

2. The Resident/Homebuyer, any member of their household, a guest with the resident's knowledge shall not engage in criminal activity, including drug related criminal activity on or near the premises, while the resident resides in the Housing Authority owned or controlled property and such criminal activity shall be cause for termination of tenancy. For purpose of this paragraph, the term "drug related activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in section 102 of the Controlled Substances Act. (21 U.S.C. 802)

#### **Section 18: MONTHLY EQUITY PAYMENT ACCOUNT (MEPA) USE**

1. The use of MEPA funds by Homebuyers is limited to the conditions set forth in this policy. The MEPA account is not a savings account to be used at the homebuyer's discretion, but is intended to accelerate the purchase of the home and is considered an asset of the housing authority. The following conditions must apply for approval to use MEPA funds and the MEPA use policy will govern the use of these funds:

a. If a homebuyer has a demonstrated history of fulfilling all requirements of the MHO Agreement, including specifically being fully current with monthly payments, and no payback shall exist, the homebuyer may request and be authorized use of MEPA funds for improvements and betterments of the home.

b. Outdoor lawn equipment will be allowable for MEPA use.

c. Must maintain at least \$1000.00 in account and have at least \$2,000.00 in MEPA account before you can use it.

d. Can only use MEPA funds once every twelve months. (Once a year).

e. If staff determines that the condition of a property creates hazard to the life, health or safety of the homebuyer and/or family, or if there is an immediate risk of serious damage to property if the condition is not corrected, the corrective work will be completed promptly by the homebuyer with such use of the homebuyer's MEPA as

staff may determine to be necessary, or by staff with the charge of the cost to the homebuyer's MEPA.

f. All MEPA provision will be followed according to the MEPA policy.

2. If a MHO Agreement is terminated by the homebuyer or staff, the money in the homebuyer's Reserves and accounts will be disposed of as follows:

a. The MEPA will be charged with any deferred maintenance and replacement costs, (including repairs and repainting when necessary), incurred by the Housing Authority, including required monthly payments.

b. If, after making the charges in the above paragraph, there is a debit balance in the MEPA, staff will charge that debit balance to the Refundable MH Reserve, to the extent of credit balances in such Re-

serves and Accounts. If the debit balance in the MEPA exceeds sum of the credit balances in the refundable and unrefundable MH Reserves, the homebuyer will be required to pay the housing authority the amount of the excess.

c. If, after making the charges in #1 above, there is a credit balance in the MEPA or refundable reserve, the homebuyer will be refunded the balance. No amount of the unrefundable reserve will be refunded, but instead will be used for the subsequent homebuyer. Staff will terminate any homebuyer who has breached his/her MHO Agreement, breached any section of this Policy, or who has failed to provide accurate

information on the application or subsequent re-examination with a thirty day written notice. The homebuyer will be allowed to rectify the breach or violation within thirty days, or request a hearing through the grievance procedure. If the homebuyer does not request a hearing or correct the deficiencies as noted in the "notice of termination" within the thirty days, the MHO Agreement is automatically terminated.

#### **Section 19: MUTUAL HELP SUBLEASE POLICY**

The purpose of the sublease policy is to enable Homebuyers to sublease their homes when

1. obtaining education, employment or medical care that they would not otherwise be able to obtain due to the geographical location of their home.

2. The homebuyer agrees in their Mutual Help and Occupancy Agreement not to sublet the home without prior written approval of the housing authority. Once the approval has been granted the Homebuyer will still be responsible for making the required monthly payments and for maintenance of the unit during the term of the sublease.

3. Situations Justifying Approval of a Sublease Request:

The Executive Director may grant the individual homebuyer the written approval to enter into a Sublease Agreement in the following situations:

a. EDUCATION: The homebuyer who wants to attend a recognized educational institution, such as college (undergraduate/graduate community college) including skill centers, private business schools, or vocational institutions, for the purpose of obtaining a degree or certification.

b. EMPLOYMENT: A homebuyer who takes a full time job out of the geographical area of his or her home for a period not to exceed one year will be eligible for written approval of a sublease request during that period. (An example: Some homebuyers are dependent upon seasonal employment. Therefore, when seasonal employment ends, homebuyers are forced to find other means to support their families through jobs which are not always attainable in the community.)

c. MEDICAL CARE: Each homebuyer will be evaluated on an individual basis:

Approval from housing authority will be dependent upon a doctor's written recommendation that the homebuyer needs to leave the area for medical reasons, such as hospitalization and/or therapy in a situation that is not permanent.

d. MILITARY: Temporary duty assignment with a copy of the orders being placed in the homebuyer's file.

4. Request for Sublease:

a. PRIOR APPROVAL: The homebuyer is required to submit a copy of the proposed lease agreement by at least 30 days prior to the tenant move-in date for review and approval by the Executive Director.

b. SUBLEASE AGREEMENT: The pre-approved agreement must be in compliance with housing authority rules, regulations and policies. It does not release the homebuyer or the sub-lessee from responsibility for keeping the unit in good repair or from performing any or all required maintenance.

5. Homebuyer's Account Must be Current:

The Executive Director will not consider requests for subleases if the homebuyer is in arrears. A sublease will be allowed only if all accounts are brought current. In the event of an emergency, the Executive Director and the homebuyer must arrange an acceptable payback agreement.

6. Maximum Term of a Sublease Agreement:

a. EDUCATION: Not to exceed a period of four years. When the necessity of over four years of education is required, the homebuyer must supply staff with documentation of the planned educational work, including, but not limited to, proof

of registration, successful completion of each semester, and the program schedule for the degree or

certificate.

b. EMPLOYMENT: Not to exceed a period of one year in any situation. Verification of this employment will be supplied by a notice of employment, W2's, or Income Tax

Statement when the homebuyer is recertified. If the homebuyer fails to return home after the year is up without a renewal then the Housing Authority will automatically regain possession of the Home.

c. MEDICAL: Length of time will be dependent upon the Doctor's recommendation for hospitalization and/or therapy. The homebuyer must submit a doctor's written statement of the recommendation.

7. Selection of the Sublessee:

Homebuyers are encouraged to consider the intent of the Mutual Help and Occupancy Program when selecting a Sub-lessee/Tenant. The selection must be income eligible and Native American.

a. In the event that a homebuyer does not have a prospective sub-lessee, names from the

waiting list will be provided at the request of the homebuyer.

b. Ineligible subleases include leasing to private or public corporations as well as either

profit or non-profit organizations. Those who may not otherwise qualify for the

homeownership program are not eligible.

8. Homebuyer's Continued Occupancy Recertification Obligation:

a. RECERTIFICATION: When the homebuyer enters into a Sublease Agreement, he/she will still be required to be recertified for continued occupancy on an annual basis as described in this policy.

b. RENTAL INCOME: All of the rental revenue/income will be figured into the homebuyer's annual income during the recertification period which may result in a change of the required monthly payments.

9. Security Deposits:

It is the responsibility of the Housing Authority to determine how much of a security deposit is required for the rental program. We suggest that the Landlord/Homebuyer obtain a copy of this State's Landlord/Tenant Law and follow it closely.

10. Payments:

The homebuyer is responsible for the payments should the homebuyer fail to make the required monthly payment eviction procedures will be enforced against the homebuyer. The sub-lessee is not responsible for the monthly payment. However, if the sub-lessee resides in the home under eviction status then they will have to vacate the premises.

11. Application of Required Payment:

The homebuyer's monthly payment will still be applied towards the homebuyer's administrative charge and MEPA account, as before.

12. Expiration of Sublease Term:

a. After the expiration of the sublease term agreed upon with the homebuyer, no later than 10 calendar months after commencement of sublease term, the Executive Director will determine whether an exception under extreme emergencies should be made and subleasing of the unit by the homebuyer should continue.

b. If it is deemed proper to continue the sublease arrangement, the Executive Director will document and certify the basis of his/her decision to continue.

c. If the Executive Director or Board decides that the sublease arrangement should not continue, the homebuyer will be notified in writing of the housing authority's decision in the matter and given the opportunity to re-occupy the unit as their principle place of residence.

d. If the family declines to re-occupy the home, the Mutual Help and Occupancy Agreement will be terminated. The housing authority will take possession of the unit, evaluate the condition of home and review the waiting list for eligible applicants.

e. The homebuyer will ensure that there are no third party leases or assignments of the home executed during the duration of his/her absence.

13. Termination of the Homebuyer:

In the event the homebuyer fails to terminate the sublease due to the violation of any of the conditions which are the homebuyer's obligation, and the housing authority has to enter in, the homebuyer may be considered to be in default of the MHO Agreement. The homeowner may be held liable to pay for all costs arising

out of such default, including but not limited to: legal fees, staff and office costs, maintenance, repairs and any outstanding payments or repair balances.

a. The homebuyer will be responsible for all obligations and responsibilities as stated in the MHO Agreements, including routine and non-routine maintenance.

b. Should the sub-lessee default in any of the above, it is the homebuyer's sole responsibility to take immediate action necessary to correct the default or to terminate the agreement and evict the sub-lessee/tenant. It will also be the homebuyer's responsibility to pay all fees to evict the sub-lessee and to repair any damage done to the unit.

14. Utilities:

It is the responsibility of the homebuyer to maintain all utility services whether or not the utility accounts are in the homebuyer's name. At no time will the housing authority accept responsibility for utility expenses for the unit. If utilities are no longer in service to the unit the Housing Authority will consider the unit abandoned and take possession of the unit.

#### **Section 20: SUCCESSION UPON DEATH OR MENTAL INCAPACITY**

1. DEFINITION OF "EVENT": "Event" means the death or mental incapacity of all persons

who have executed a Mutual Help and Occupancy Agreement.

2. DESIGNATION OF A SUCCESSOR BY HOMEBUYER: The homebuyer must designate three successors, first choice, second choice, and third choice. Who at the time of the designation, is a member of the homebuyer's immediate or extended family, but is not required to be an occupant of the unit. If the designation is made before the completion of the home, the successor must be a member of the homebuyer's family and scheduled to be an occupant when the home is completed. The homebuyer may, at any time, change the designation by written notice to the Executive Director, and designate another successor who meets the qualifications of this section. The designated successor will be entitled to succeed only if, at the time of the event, he/she meets the conditions stated in paragraph #3 below.

(Note: Some early MHO Agreements allow for a successor to be assigned the unit in the event of abandonment. If such exists, the terms of the MHO Agreement will be honored but the successor must qualify for the unit and be willing to assume any outstanding balance owed and/or make necessary repairs/maintenance to the unit as identified by housing authority staff.)

3. SUCCESSION BY PERSON DESIGNATED BY HOMEBUYER: Upon occurrence of an event, the person designated as the successor will succeed to the homebuyer's rights and responsibilities under the MHO Agreement if the designated successor meets the following conditions:

a. The successor is willing and able to pay the administration charge, utility costs and maintenance expenses;

b. The successor is willing and able to perform all other obligations of a homebuyer under the MHO Agreement.

c. The successor can be a single person.

4. MINORS AS SUCCESSORS.

a. The designated guardian must be eligible.

b. If guardian is not eligible then must be replaced with another in 60 days.

c. Guardian is only a temporary occupant. He/she only possess a temporary position in the stewardship of the home.

d. Guardian signs documents as in the case of "power of attorney" capacity.

5. SURVIVING SPOUSE IS NON-TRIBAL MEMBER.

a. In the event the surviving spouse is a non-tribal member he/she may carry on with the MHOA.

b. In the event the surviving spouse is a non-Indian, he/she has five (5) years to pay off the unit.

c. If the home is not paid off the home will go to the successor

#### **Section 21: PURCHASE PRICE, PURCHASE PRICE SCHEDULE AND TRANSFER OF OWNERSHIP**

1. The Mutual Help Homeownership Program provides the family the opportunity to purchase the dwelling under the terms of the Mutual Help and Occupancy Agreement. The MHO Agreement is a lease with an option to purchase, under which the purchase price declines over the period of occupancy. A homebuyer may purchase the unit at any time during their occupancy by paying the balance of the price owed. Determination of the Purchase Price Schedule and the ways

for a homebuyer to attain ownership of a unit will be consistent with the CFR.

2. After move-in and total project cost per unit has been calculated then the staff will furnish each homebuyer with a statement of the initial purchase price of their home, and a purchase price schedule with interest to be determined by the housing authority. Thereafter, staff will provide an annual statement showing payments made, balances in MEPA, and the amount still owed.

3. The purchase price for a subsequent homebuyer will be based on the following: current appraised value, or set up the home for new terms as if it were a new developed unit. Each subsequent homebuyer will have the terms discussed with them prior to move-in so no misunderstandings will be interpreted. Each subsequent homebuyer will also be provided with their purchase price, and a purchase price schedule, under which the purchase price declines over the period of occupancy.

Their purchase price schedule also shows the declining purchase price over the term of the MHO Agreement, beginning with the first day of the month following the effective date of their MHO Agreement.

4. The MHO Agreement enables the family to achieve homeownership either after a full twenty-five year period or earlier when the amount in the homebuyer's equity (MEPA) meets the purchase price. If the homebuyer is able to obtain outside financing and pays off the balance owed, the housing authority will agree to release the homebuyer from the MHO Agreement and convey title to the unit. The homebuyer must also have satisfied current obligations under the MHO Agreement.

#### **Section 22: INDEPENDANT LIVING CENTER RENTAL AGREEMENTS AND HOUSE RULES.**

1. The residents shall follow the Rental Agreements and House Rules.

2. They shall abide by this policy to the extent it is covered by the rental property.

3. All HUD rules and regulations shall apply.

#### **Section 23: DEFINITIONS**

**Tenant:** A person who is renting a low rental unit.

**Homebuyer:** The member or members of a lower income family who have executed a homebuyer agreement with the housing authority and have not yet achieved homeownership.

**Adjusted Income:** Gross annual income less allowable deductions.

#### **Administrative Charge:**

The amount budgeted per unit per month for operating expenses, exclusive of the cost of HUD approved expenditures for which operating subsidy is being approved received from such employment.

#### **Dependent:**

#### **Disabled Person:**

#### **Displaced Person:**

#### **Elder Family:**

A member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a disabled person or handicapped person, or full-time student.

A disabled person under a disability is defined in section 223 of the Social Security Act or in Section 102 of the Development Disabilities Services and Facilities Construction Amendments of 1970.

A person who is displaced by governmental action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized under federal disaster relief laws.

A family whose head or spouse (or sole member) is an elderly disabled, or handicapped person. It may include two or more elderly, disabled, or handicapped persons living together, or one or more of these persons living with one or more live-in aides.

**Elderly Person:** A person who is at least 62 years of age.

**Near-Elderly Person:** A person who is at least 55 years of age.

**Family:** Includes, in addition to the definition in Section 2, an elderly family or a single person as defined in this part, the remaining members of a resident family, and a displaced person.

**Full-time Student:** A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.

**Handicapped Person:** A person having a physical or mental impairment that:

a. Is expected to be long, continued and of indefinite duration;

b. Substantially impedes the person's ability to live independently; and,

c. Is of such a nature that such ability could be improved by more suitable housing conditions.

**Home:** A dwelling unit covered by a Lease or Homebuyer agreement.

**Live-in Aide:** A person who resides with an elderly, disabled or handicapped person or persons and who: (a) is determined by the housing authority to be essential to the care and well-being of person(s); (b) is not obligated for support of the person(s); and, would not be living in the unit except to provide necessary supportive services.

**Net Family Assets:** Includes net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interest in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded. (In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determined Annual Income. In determining net family assets, the housing authority shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application, as applicable, in excess of the consideration receives important consideration not measurable in dollars terms.

**Single Person:** A person who lives alone or intends to live alone, and who does not qualify as an elderly family or displaced or as the remaining member of a family. **Indian/Alaska Native:** Any person recognized as being an Indian/Alaska Native by a Tribe, the Federal Government or any state.

**Essential Person:** The housing authority will determine who is essential on a case by case basis, example; health, education, public safety, etc.

Other Definitions of terms used in these policies can be found in the Federal Regulations.

# MEPA USE POLICY

*Revised Sept. 1, 2011*

## **1. PURPOSE**

Although this policy outlines allowable uses of Monthly Equity Payment Accounts (MEPA) for families that qualify, it only gives direction for use of the MEPA to provide for betterments and additions. MEPA use for the purposes of maintenance repairs, although mentioned herein, is outlined in other policies of the Authority. Homebuyer must be current with all payments to the Housing Authority. MEPA funds can only be used once in a twelve-month period. A Payment Agreement must be executed to replenish the used MEPA.

## **2. BETTERMENTS & ADDITIONS**

a. If the homebuyer/resident complies with their MHO Agreement and their account is current. The Housing Authority may allow the use of equity accounts for the homes betterments and additions.

b. These betterments and additions may include actual construction and/or equipment (i.e. furnaces, air conditioning, attic fans, etc.) and its installation. The homebuyer may not use equity funds for the purchase of luxury items or for the reduction of arrearages.

c. The homebuyer may perform such work on his/her home if they have successfully completed other related construction task. The homebuyer will be responsible for any mishaps, injury or other damages that may arise from performing this task while completing the job himself/herself.

## **3. DEFINITIONS**

a. **Betterment:** Defined as an improvement whose useful life shall be at least ten (10) years and shall include any additions to the Home.

b. **Addition:** Defined as the act or process that increases or is likely to increase the square footage space for occu-

pany.

c. **Handicapped Access Conversion:** Those items determined to be necessary for the improved living conditions of a family member who is classified by a doctor to be handicapped.

d. **Luxury Items:** Luxury item will be defined by the Housing Authority based upon the types of physical changes to be made to the living unit or property. Examples of luxury items will include, but not be limited to the following:

1. Swimming pool, Sauna, Whirlpool Baths and Hot Tubs
2. Barbecue Pits and Smokers
3. Balconies
4. Atriums, Decks
5. Garbage Disposal and Trash Compactors

## **EXCEPTION TO THESE ITEMS BEING IMPROVEMENT FOR THERAPEUTIC PURPOSES AS INDICATED BY A DOCTOR'S STATEMENT**

### **4. OTHER USE**

At the discretion of the Executive Director equity, account may be used for the correction of items that pose an immediate threat to the health or safety of the occupants or the neighborhood and to prevent further damage from occurring in the home. In addition, the IHA can make administrative charge reductions periodically (not more than once a year). The IHA is not required to gain the approval of the resident to expend funds for either of these purposes, and in all circumstances, this work will not be authorized until all other possible resources have been analyzed.

### **5. LIMITS**

a. **MEPA Availability:** Account number 2171 for the resident minus the amount in the residents TARs account. If there is a -0- balance or a negative amount, "actual" MEPA account available for use is zero -0-.

The Housing Authority will not actually make a reduction to this account, this is simply the method used to determine what amount is available for use.

b. **Minimum Account Balance:** In order for a homebuyer to be allowed to request use of the equity funds, their account balance must be at least \$2000.00 or greater.

### **c. Maximum Amount Of Funds That May Be Used From An Equity Account:**

A Homebuyer may use any amount of their equity funds available provided they maintain (leave) \$1000.00 in his/her equity account.

d. **Minimum Request Amount:** A homebuyer may not request use of equity funds on the home unless the amount to be used is at least \$100.00 or greater. The homebuyer will be allowed to make additional requests in the future for use of funds for the betterment and/or additions as long as there are sufficient equity funds in their account.

It will be understood that use of the equity funds will have a direct effect on the Payoff Balance of the Home. The "Equity Fund" balance will be decreased and the payoff balance will be increased by the equal amount. Also, a Payment Agreement must be executed to replenish the used MEPA.

## **6. REQUEST FOR USE OF FUNDS BY THE RESIDENT**

a. Mutual Help homebuyer may make a request to the Housing Authority for permission to use the Equity Funds (MEPA) for the betterments and additions to the Mutual Help Unit. The Housing Authority will require that the homebuyer submit an application form "Request for Use of MEPA funds." The Housing Authority will provide the homebuyer with the following:

1. Application form for the "Request for use of MEPA funds."
2. Homebuyers' summary of the Homebuyer Equity Account with amount of funds available.
3. The Housing Authority form of "Statement of Compliance."
4. Counseling Statement signed by the Housing Authority and Homebuyer.
5. "Statement of Counseling" complete and all correct data applied.

## **7. PROCEDURES**

When an application is made by the homebuyer to use the equity funds for Betterment and/or Additions, the MEPA funds availability will be determined by the counselor then reviewed and approved by the Executive Director. A Payment Agreement must be executed to replenish the used MEPA.

Counselor will

1. Conduct an on-site visit with the

homebuyer and make written observation of the visit.

1. Counsel the homebuyer on MEPA fund usage and payoff balance.

2. Counsel the homebuyer on need/request/justification.

3. Counsel the homebuyer on other options or alternatives for the use of equity funds.

4. Seek to identify any areas of service need or health or safety hazards that need to be corrected first.

5. Prepare notes and written opinions relating to the request for use of equity funds.

6. Prepare MEPA request assessment for review by the Executive Director.

7. Meet with the Executive Director for determination to approve or disapprove the homebuyer request.

8. Conduct follow-up meeting with the homebuyer for disclosure of the Housing Authority's determination and any special requirements the Housing Authority may request of the homebuyer.

9. Disclosure of the determination shall be made in writing and placed in the homebuyer's file.

10. Discuss present and future maintenance of the home is the responsibility of the homebuyer.

11. Conduct all activities required by the Procurement Policy for soliciting the work.

12. Conduct a meeting with the homebuyer and contractor to discuss plans, conduct on-site inspections of work including

final inspection with written inspection reports placed in the homebuyer's file.

13. Maintain records and place in homebuyer's file, equity fund payments for the betterment and/or additions.

14. All payments for equipment, materials and labor shall be made by the homebuyer, (if applicable) upon receipt of request for payment invoice from the homebuyer stating acceptance of the work, receipt of lien waivers from the contractor and acceptance of the work by the Housing Authority after final inspection.

15. A Payment Agreement must be executed to replenish the used MEPA.

## **8. DENYING A REQUEST FOR USE OF FUNDS**

Denial of the Homebuyer's request shall be in writing stating the reasons for the Housing Authority's determination. The Homebuyer shall have the option to appeal the determination through the Grievance Procedure.

## **9. APPROVING A REQUEST FOR USE OF EQUITY FUNDS**

a. After the Counselor has assisted the Homebuyer with development of the plan for use of the funds and all appropriate documents, including a Payment Agreement, have been completed, the Executive Director will review and make his/her determination.

b. The Counselor will assist in bid development and a budget will be prepared and submitted to the Housing Authority for approval by the Executive Director.

Items to be submitted may include, but not be limited to:

1. Plans and Specifications
2. Itemized Cost Breakdown
3. Proposed time period for completion
4. Proposed Contractors Name, Address and telephone number.
5. Payment Agreement

## **10. HOMEBUYER RENOVATING AND REPAIRING THEIR OWN HOME.**

a. Homebuyer can do their own renovations and repairs. This work will have a schedule and be monitored for completion by the Housing Authority inspectors.

## **11. RETURNING SUPPLIES AND MERCHANDISE.**

a. Homebuyer is responsible for returning any materials or lawn equipment that may have a defect or not properly working. This includes and exchanges or returns.

## **12. GOVERNING CODES, LAWS AND REGULATIONS**

All approved Betterment and/or Additions for Housing Authority Mutual Help Homes shall be in conformance with all Governing Codes, Laws and Regulations of the City, State and Federal Governments.

**REQUEST FOR USE OF MEPA FUNDS**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

CITY ( ) RURAL ( ) Finding directions for the location of the Home:

Home Telephone: ( ) \_\_\_\_\_  
 Work Telephone: ( ) \_\_\_\_\_

Project \_\_\_\_\_  
 Unit Number: \_\_\_\_\_

Move-in Date: \_\_\_\_\_

Description of Physical Changes proposed or Materials requested for the Unit and/or Property:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Justification for Request/Problems to be corrected:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Requested By:

Homebuyer Signature \_\_\_\_\_ Date \_\_\_\_\_

Spouse Signature \_\_\_\_\_ Date \_\_\_\_\_

**STATEMENT OF COUNSELING**

I, \_\_\_\_\_, have received counseling concerning the use of my Equity Accounts for the Betterment and Additions to my Mutual Help Home and have received a homebuyer summary showing the balance in my account. I also acknowledge that I am only able to use my MEPA funds once every twelve months.

If I choose to use the Equity Accounts for the Betterment and Additions, I understand that I must be in compliance with all my obligations as a Homebuyer in accordance with the Mutual Help and Occupancy Agreement including the correction of all identified hazards and reduction of the administrative fee. I also understand that I cannot have a delinquent balance owed to the IHA for any reason or I am not eligible to use these funds. I further understand that I must execute a Payment Agreement to replenish the used MEPA.

I further understand that I must keep at least \$1,000.00 in my Equity Balance; the Equity may only be used if there is a sufficient amount as stated in the Policy for the Betterment and Additions and that it may not be used for Luxury Items.

I also understand that a plan and estimate of charges must be submitted to the Counselor for approval by the Executive Director. I understand that the Counselor can provide assistance with the plan for use of the MEPA Equity. The MEPA ACCOUNT WILL DECREASE AND THE PAYOFF BALANCE OF MY HOME WILL INCREASE BY THE SAME AMOUNT.

Signature of Homebuyer \_\_\_\_\_ Date \_\_\_\_\_

Signature of Spouse \_\_\_\_\_ Date \_\_\_\_\_

**CERTIFICATION:**

As Counselor for the IHA, I hereby certify that I have provided the resident with at least one copy of this policy and have counseled him/her on the requirements thereof.

Counselor/HA Representative \_\_\_\_\_ Date \_\_\_\_\_

**STATEMENT OF COMPLIANCE**

Homebuyer: \_\_\_\_\_

Project \_\_\_\_\_  
 Unit Number: \_\_\_\_\_

The above named Homebuyer has submitted an application for use of Equity Funds for Betterment and Additions. The Homebuyer is current with the required monthly house payments, has completed the annual recertification and has complied with the required obligations of the MHOA. ALL IDENTIFIED HEALTH AND SAFETY HAZARDS HAVE BEEN PREVIOUSLY CORRECTED WITH THE USE OF THESE FUNDS.

Monthly Payment: \_\_\_\_\_

Current Balance: \_\_\_\_\_

Re-certification Date: \_\_\_\_\_

Inspection Date: \_\_\_\_\_

Equity Balance: \_\_\_\_\_

**Equity Available:** \_\_\_\_\_

**STATEMENT OF COMPLIANCE PREPARED BY:**

Counselor/HA Representative \_\_\_\_\_ Date \_\_\_\_\_

**APPROVED BY:**

Executive Director \_\_\_\_\_ Date \_\_\_\_\_

# Collection and Eviction Policy

*Revised Sept. 1, 2011*

**INTRODUCTION**

This policy is adopted by the Tribal Designated Housing Entity, hereinafter referred to as the TDHE, as guidance on the methods of collecting payments and other debts owed to the TDHE by program participants, and incorporates the remedy of eviction for nonpayment and other violations or breaches of the Mutual Help Occupancy Agreement (MHOA). This policy is consistent with HUD regulations and the TDHE's MHOA. The Board of Commissioners of the TDHE adopted and approved this policy.

**A. DISTRIBUTION**

A copy of this policy will be posted prominently in the Housing Authority office and in Tribal offices, if possible, and will be provided to homebuyers at move-in and upon request.

**B. CALCULATION OF MONTHLY PAYMENTS**

1. Amount of required monthly payment:
  - a. Each Homebuyer is required to make a monthly payment based on his/her family's annual income and the following factors:
    - i. Income minus any deductions as may be allowed and in accordance with federal regulations (adjusted family income);
    - ii. Multiplying the adjusted family income by 15%; and,
    - iii. Subtracting the utility allowance for each Homebuyer's unit as established in the approved schedule of utility allowances.
  2. Minimum Required Monthly Payment:
    - a. Each Homebuyer is required to make a monthly payment of no less than the administrative charge.
    3. Maximum Monthly Payment:
      - a. \$300 is the payment ceiling for 60 years and over.
      - b. The maximum monthly Homebuyer payment is \$450.00
      4. Non-Low Income:
 

A non-low income family participating in the rental or home ownership program cannot receive the same

benefits as that of a low income family. Monthly payment will be determined by calculating the percentage that the family is over the greater of National or local County income limits as calculated by HDS.

**C. 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 Housing Authority. After the 5th day a late fee will be assessed.
2. All "other payments" are due and payable on the first day of the month following the charge. Households that have a significant portion of their income coming from seasonal work will be
  3. allowed to pay at times when income is received, if approved in advance by the Executive Director. These larger but infrequent payments need to be made in advance, the same as regular monthly payments.

**D. TIME AND PLACE TO RECEIVE PAYMENTS**

Payments may be made at the Housing Authority Office located at 2100 Dog Patch Rd, Clinton, Oklahoma, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding Holidays.  
 Payments made at the office may be made by- cash, credit/debit card, check or money order. Payments may also be mailed to the Housing Authority at 2100 Dog Patch Rd, Clinton, Oklahoma, 73601. In the event payments are mailed, the method of payment must be by personal check, money order or cashier's check. The Housing Authority will not be responsible for cash sent by mail.

**E. PREFERRED PAYMENT DATES**

A preferred payment date may be established by written request to the Executive Director. All preferred payment dates shall be closely monitored and all procedures of the policy followed to verify payment is received on the date established. Should a homebuyer default on the

preferred payment agreement date, such preferred payment shall be null and void and due on the 1st day of the month. In no instance shall preferred payment dates be later than the 20th day of the month.

**F. CHARGEBACK AGREEMENTS**

All Chargeback Agreements must be approved by the Executive Director on a case by case basis and must fall within the realm of an emergency that would endanger the decent, safe and sanitary condition of the home and pose an immediate threat to the health or safety of the family.

Chargeback agreement monthly payment amounts will be handled in the same manner as the Payback agreement amounts.

**G. PARTIAL PAYMENT**

Where financial hardship is suffered, Families are required to make voluntary partial payments rather than pay nothing. Partial payments show the Family's continued commitment to the Homebuyer Agreement and the Rental Agreement. Where partial payments are being made, TDHE will hold-off on immediate termination action if the Family's payment history is good, it appears that the past due balance will be repaid in the near future, and the Family is complying with all other requirements of the Homebuyer agreement. If the inability to make full payments is expected to exceed 30 days, the Family must promptly sign a written Payment Agreement, which states the reason for the extension or partial payment and specifies the date or dates on which payments will be made. Generally, extensions will not exceed 90 days absent an extraordinary good cause.

**H. PAYBACK AGREEMENTS**

If a payment is not made as required, payback agreements may be executed by the Executive Director, or his/her designate, with the resident after financial counseling and after it is determined
 

1. that the resident is capable and committed to fulfilling all obligations of their Mutual Help and Oc-

cupancy Agreement.

2. To be allowed to maintain occupancy, each Homebuyer in arrears is required to set up a Payback Agreement acceptable to the Executive Director, or his/her designate. Failure to make payments as agreed in the Payback Agreement may result in the automatic termination of the Mutual Help and Occupancy Agreement.

3. If a Payback Agreement is executed, the resident shall acknowledge they are in breach of their MHO A and can be removed from the unit upon written notification from the Housing Authority.

4. All Payback Agreements shall be notarized and a copy sent to the Homebuyer.

5. After initial Agreement, only one more Agreement will be allowed.

#### **I. ACTIONS UPON FAILURE TO KEEP PAYBACK/CHARGEBACK AGREEMENTS**

1. All agreements shall be at least equal to the amount of the required monthly payment and the amount agreed upon to reduce the delinquency of amount owed (arrears). If the homebuyer fails to keep the payback/chargeback agreement as outlined, the entire payment shall be due and payable in a lump sum.

No partial payments will be accepted without board approval.

2. Should a Homebuyer breach the agreement, the account will be immediately turned over to the Housing Authority Attorney for legal action to collect the full amount and gain possession of the premises. The Housing Authority can also regain possession of the unit by written certified notification to vacate the premises. Should the homebuyer not voluntarily surrender possession, and legal action is required, the Housing Authority will accept no payback/chargeback agreement or partial payment.

3. Employees and commissioners of the Housing Authority shall not be empowered to accept partial payments of the payback agreements or otherwise deviate from this policy.

#### **J. EXTENSIONS, DELAYS, OR SUSPENSIONS OF PAYBACK OR CHARGEBACK AGREEMENTS**

1. As stated previously in this policy, staff and individual commissioners will not be empowered to delay, suspend or extend payback or chargeback agreements. The Board of Commissioners may, provided the homebuyer has been current in previous payback or chargeback agreements and has maintained his/her integrity likewise with the current payback or chargeback agreement, delay, extend or temporarily suspend payback and/or chargeback agreements under the following conditions:

a. Complete loss of income to all family members, which make total payment under existing agreement unrealistic for the family. Loss of income must be verified by written documentation for the file.

b. Severe illness or death in the immediate family which creates undue hardship.

2. Should a homebuyer have either of the above situations they must immediately notify the Executive Director. Proof of the situation must be given to the Executive Director to avoid legal action. The Executive Director must make notification to the Board of Commissioners for their monthly report.

Request for delay, suspension or extension must be made prior to missing the date and amounts specified under the original payback agreement. Suspensions in the payback/chargeback agreement

must not exceed thirty (30) days. Delays must not exceed thirty (30) days. Extensions may include the reduction of the amount of that portion of the payment applied to the delinquent amount until family financial situations improve.

2. Under no circumstances, shall an extension, delay or suspension of payback/chargeback agreements be made for reasons other than the two set forth above.

3. The Housing Authority in instances of hardships due to health or welfare of the family may authorize a reduction in the amount of the agreed monthly repayment. Adequate documentation is required. Family must submit request in writing to the Executive Director. The family must have been current with all agreements in order to qualify.

#### **K. DELINQUENT ACCOUNTS**

#### **1. Delinquency Notice**

a. If the required payment is not received by close of business on the 5th day of the month, Housing Authority staff will issue a Delinquency Notice on the next business day, by mail or contact note from counselor, reminding residents of:

i. Their obligation to make required payments on the first of the month;

ii. That prompt payment is a requirement for continued occupancy; and,

iii. That if not paid in 30 days, a 30-Day Pay or Vacate Notice will be sent and any court costs incurred in enforcing such actions will be added to their debt balance. Housing Authority staff will follow-up the letter with a visit with financial counseling through a phone call or home visit.

#### **2. Expiration of 30 day Notice**

a. Upon expiration of the thirty (30) day period, if the homebuyer has failed to make the full required payment, or to cure the breach of the MHOA, the following shall occur:

i. The TDHE shall send by written notification a certified letter notifying the resident to vacate by 30 days due to breach of contract. If the resident is still living on the premises after 30 days they shall be taken to court for forcible eviction. The TDHE shall file a Complaint for Forcible Entry and Detainer with the court, commencing legal action. A Summons will be hand delivered to the resident by the TDHE representative or a law officer, which requires the resident to file an Appearance in court.

ii. The case will be brought before a judge and a decision will be rendered. If the court rules in favor of the TDHE, a Judgment is awarded demanding payment and/or eviction of the resident by a specific date.

iii. Forcible eviction will occur if the resident does not vacate the premises.

#### **3. Termination Notice**

a. If an informal resolution/payback agreement is not being actively followed and the required

payment is not received, a Termination Notice will be immediately sent by certified mail, return

receipt requested, to the resident's mailing address including the following:

i. A demand Notice to Pay in full within (30) days or vacate the Unit.

ii. Statement that prompt payment is a requirement for continued occupancy.

iii. A statement that the Homebuyer has 30 days to make their full payment and unless a payback agreement has been signed by the Executive Director, their Mutual Help and Occupancy Agreement will be automatically terminated, an Eviction Notice will be issued to vacate the unit. If the Homebuyer has to be forcibly removed then papers will be filed in court to obtain a determination of Unlawful Detainer and an Order of Restitution to the Housing Authority.

b. A statement that if the resident has had some unforeseen or unusual problems in making the payments, the resident must contact the Executive Director immediately to determine if the circumstances warrant special payment arrangements. Also, that if it determined that the circumstances do not warrant special payment arrangements, the account must be paid in full to avoid eviction.

c. The Termination Notice will be followed up by an immediate visit or phone call to the homebuyer to attempt counseling. If the registered return receipt is not returned, Housing Authority staff will deliver the Delinquency Notice in person, attempting to provide counseling at the time of delivery.

#### **5. Eviction Notice**

a. If the resident's account is not paid in full by close of business on the date specified in the Termination Notice, and an informal resolution/payback agreement is not being actively negotiated, the Housing Authority will immediately issue an Eviction Notice and request the court to issue a determination of unlawful detainer. The notice will state the date that the Mutual Help and Occupancy Agreement was automatically terminated, that they are now illegally occupying the unit and that a formal administrative hearing has been filed in court.

b. The Eviction Notice will be served by:

i. Delivering the notice personally to the Homebuyer at their residence or at a public place; or,

ii. Sent by certified mail, return receipt requested, to the resident's mailing

address,

iii. The residence will have only 10 days after receipt of the Eviction Notice to comply with all terms of their Lease or Mutual Help and Occupancy Agreement or voluntarily move out.

#### **6. Grievance Procedure**

a. A Grievance in writing should be submitted to the Executive Director within 15 days from date of termination letter, explaining why the termination action should not proceed or have proceeded.

b. The Executive Director shall send this request to the Board of Commissioners for further action. This will normally be addressed at the next regularly schedule monthly board meeting.

c. The Grievance will follow the outline as written in the Grievance Policy.

#### **L. ACCEPTABLE REPAYMENT ARRANGEMENTS PRIOR TO EVICTION/COURT ACTION.**

The resident can repay all amounts owed (including all fees and costs incurred in this process) at any time prior to the first court date. By doing so, the resident will automatically reinstate their Mutual Help and Occupancy Agreement.

#### **M. LEAVING WITH A DELINQUENCY**

1. Residents with terminated Mutual Help and Occupancy Agreements that have debt balances (including fees) will be processed through court proceedings for small claims if a Payback Agreement with the ex-resident cannot be executed or successfully followed.

2. Residents with terminated Mutual Help and Occupancy Agreements that have debt balances with the Housing Authority will not receive future housing assistance from the Cheyenne-Arapaho Housing Authority.

#### **N. COSTS OF DEBT COLLECTION**

Housing Authority staff will charge all costs incurred in the collection of debts to the resident through the Homebuyer's account.

#### **O. CHARGES TO RESIDENTS (DAMAGE AND REPAIR) UNIT.**

Upon vacating the unit, the ex-residents will be responsible for the costs of all

1. necessary repairs to replace the unit in satisfactory condition for the next resident.

2. Upon failure of a homebuyer to fulfill their maintenance obligations, staff will perform the required maintenance and charge the Homebuyer's account accordingly. Any MEPA funds will be used to repair the unit and pay the outstanding arrears.

#### **P. VACANCY WITHOUT NOTICE**

1. If a resident vacates the unit without notice the MHO A will be considered void as of the day Housing Authority staff discover the abandonment. If homebuyer has no utilities at the residence for 90 days the Housing Authority will consider the home abandoned. The Housing Authority will retake possession and immediately inspect the unit to determine if repairs are necessary.

2. If repairs are necessary, the ex-resident 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 the ex-resident does not make adequate payment arrangements, the Housing Authority will file small claims court action against the ex-resident to collect any amount owed.

#### **Q. OTHER BREACH OF THE MUTUAL HELP AND OCCUPANCY AGREEMENT**

1. The Housing Authority may terminate the agreement for serious or repeated violation of the terms or conditions of the agreement or for the good cause; and Examples of violations may include, but are not limited to the following:

a. Failing to maintain the home in decent, safe and sanitary condition. Regardless of the cause of the defect.

b. Disturbing your neighbor's peaceful enjoyment of his or her own property.

c. Destroying, defacing or otherwise damaging the property or failing to correct damages the guilty party shall be evicted from unit, or destroying or damaging the neighbor's property.

d. The Homebuyer, or any member of their household, or a guest or other person under the resident's control shall not engage in felony criminal activity, including drug related criminal activity, on or near the premises, while the resident resides in the Housing Authority owned or controlled property, and such convictions relative to criminal activity shall be cause for termination of tenancy. For purpose of this paragraph, the term "drug related activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, or controlled substance (as defined in section 102 of the Controlled Substance Act) (21 U.S. C. 802).

e. The failure to keep and maintain your yard, mowing, trimming and disposing of trash and brush (limbs).

f. Any other violations as specified in the MHOA.

g. Failing to complete a recertification will be grounds for eviction.

#### **R. COURT ACTION TO COLLECT AMOUNTS OWED**

1. If the certified letter to vacate the unit didn't remedy the situation then removing the homebuyer through court will be necessary.

2. Housing Authority staff will refer cases in which all of the aforementioned efforts have failed to result in payment or agreement to the Housing Authority's attorney along with a copy of the complete file, including documentation of all attempts to contact resident.

3. The Housing Authority's attorney will follow the steps necessary to obtain an appropriate complaint. Once the file has been forwarded to the Attorney and the case is filed in the proper

1. jurisdiction, the Housing Authority and the Board of Commissioners will not be able to interrupt proceedings. However, prior to initiating proceedings, the Housing Authority will do everything within Federal Regulations, Law, and Policy to assist the family with working in a cooperative effort to collect the delinquent account and/or correct the deficiencies in maintenance that are posing a threat and allow the family to remain in the home.

#### **S. AUTOMATIC PAYMENTS/PAYMENTS IN ADVANCE**

The Housing Authority will accept automatic payments on behalf of residents. Payments in advance will be accepted and credited to the residents' accounts.

#### **T. DEFINITIONS:**

(1) Mutual Help and Occupancy Agreement: A legal binding contract entered into between the Housing Authority and a homebuyer for the purpose of attaining ownership of a home. This contract states the rights and obligations of the homebuyer and the Housing Authority, rules of occupancy, and establishes the time for payments for the home.

(2) Supplemental Agreement: Any agreement entered into subsequent to the MHOA; such as a Chargeback Agreement, Payback Agreement or MEPA Use Agreement, etc.

(3) Monthly Payment: The amount of house payment required of a homebuyer, based on established deductions and computed in accordance with procedures approved in the current Federal Housing Regulations.

(4) Collection and Eviction Policy: A statement of the manner in which house payments and all charges to homebuyers will be collected by the Housing Authority. This policy is adopted by the Board of Commissioners. The staff of the Housing Authority or the Board of Commissioners, individually, or as a Board, shall not be empowered to alter or deviate from this policy without first revising the policy to allow for the change.

(5) Termination Notice: A notice of termination of the MHO A, delivered or mailed to a Resident/Homebuyer. If mailed, this notice shall be sent Certified Mail - Returned Receipt Requested. If hand delivered, the notice shall be handed to an adult member of the family. The notice shall contain the time to surrender possession of the property and shall state the default of the MHO A and/or any supplemental agreement signed by the resident/homebuyer.

(6) Payback Agreement: The agreement entered into between the Homebuyer and Housing Authority.

This agreement shall also be a legally binding document and it shall be offered to those residents who have delinquent

house payments at least once prior to issuing the notice of termination. The agreement must state the amount of the payment due, plus the amount on the arrearage, considered, by the individuals involved and the shortest amount of time possible, the delinquent account and maintain making the monthly required payments as well. Agreements shall be monitored closely by the Housing Au-

thority staff and may be reviewed by the Board of Commissioners.

(7) Chargeback Agreement: This agreement entered into between the Homebuyer and the Housing Authority, may be considered necessary to complete work on the home, that is required to maintain the unit in decent, safe and sanitary conditions. This work will be completed by skilled workers in that

field or in some instances by the Housing Authority staff. This consideration must be approved by the Executive Director on a case by case basis, only in instances where all other sources, Development, Insurance, MEPA, etc., have been exhausted.

(8) Counseling Provided to Residents with Delinquent Accounts: The Housing Authority will monitor all ac-

counts at least monthly prior to issuing certified notices of termination and will attempt to provide counseling to residents whose accounts are delinquent.

## EVICTION CHART

| 1st             | 5th   | 10th  | 20th   | 30th   | 60th                                   | 90th                               |
|-----------------|---|---|--|--|--|------------------------------------|
| Payment Due     | Delinquent 1st Notice (reminder)                            | Termination 2nd Notice                      | Eviction 3rd Notice  | Eviction Notice Final Notice                                 |  | Notification sent file to attorney |
| 1) Due on first | 1) Prompt payment in full required/reminder if late payment | 1) Prompt payment required                  | 1) 5 days to contact office or file will be sent to attorney's office or letter to vacate will be issues and make payment arrangements | 1) Final notice have 30 days to pay in full or vacate unit.  |  | Prepare for court                  |
|                 | 2) Contact office in 5 days to avoid legal action           | 2) Counseling Call/Pay or Payback Agreement | 2) Counselor makes home visit. Discuss payment agreement or problems why didn't pay.   | 2) Counselor makes final visit to make payment arrangements. | Certified letter to vacate in 30 days. |                                    |

### DEPARTMENT OF HOUSING PHONE DIRECTORY

- 580/323-2401 Orville Whiteskunk, Executive Director
- 580/323-2404 Sandra Ramos, Deputy Director
- 580/323-2416 Teisha Tallbear, Occupancy Specialist
- 580/323-2400 Shelly Whiteskunk, Secretary
- 580/323-2417 Karla Iron, Resident Service Coord.
- 580/323-2403 Gordon Washee, HIP/Force Acct. Asst.
- 580/323-2410 Daniel Tall Bear, Stimulus/HIP Coord.
- 580/323-2409 Crystal Wilson, Environmental Coord.
- 580/323-2407 Danny Blackhorse, Inspector
- 580/323-2426 William Burns, Inspector/Counselor
- 580/323-2414 Valerie Hawk, Counselor
- 580/323-2420 Damon Dunbar, Development Spec.
- 580/323-2422 Hannah Prairie Chief, Accts Payable
- 580/323-2418 Rachael Heap of Birds, Accts Payable
- 580/323-2408 Ervin Bull, Inspector
- 580/323-2407 Daniel Blackhorse, Inspector
- 580/323-2455 Kent Stonecalf, ILC Supervisor
- 580/323-2455 Erica Scherdin, ILC Receptionist

## ATTENTION TRIBAL MEMBERS:

Please send all Housing Authority mail to our new address:

Cheyenne and  
Arapaho Tribes  
Housing Authority  
P.O. Box 1357  
Clinton, Ok 73601