



Northern Circle Indian
Housing Authority

General Admissions & Occupancy Policies

*Low Rental Housing Program
Down Payment Assistance Program
Rental Assistance Program
Essential Family Program
Tribal Consortium Public Works Program*

494 Pinoleville Drive
Ukiah, CA 95482

Adopted _____

As Amended _____

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PART I INTRODUCTION

The Northern Circle Indian Housing Authority (“NCIHA”) is empowered as the tribally designated housing entity (“TDHE”) to develop and manage housing programs and services for the following consortium tribes: *Guidiville Rancheria, Hopland Band of Pomo Indians, Tyme-Maidu Tribe of Berry Creek Rancheria, Mooretown Rancheria of Maidu Indians, Manchester Point Arena Band of Pomo Indians, Sherwood Valley Band of Pomo Indians, and Little River Band of Pomo Indians.*

All NCIHA policies are approved by the NCIHA board of commissioners (the “board”), and the Executive Director is the authorized representative to develop the necessary procedures to establish a clear understanding between NCIHA staff and housing participants in the dissemination of services to its tribal members. Whenever used throughout this policy, unless the context shall otherwise provide, the reference to the NCIHA Executive Director from this point on shall mean the NCIHA Executive Director or his/her designee.

SECTION 1. MISSION AND GUIDING PRINCIPLES OF THE NCIHA

It is the mission of NCIHA to provide safe, decent, and sanitary housing to eligible NCIHA families who could not otherwise afford housing. These policies are enacted to ensure that housing programs are managed in compliance with applicable federal, state and tribal laws and regulations in order to:

1. Help tribal governments with the development of their communities. To do so in a way that is consistent with the tribe’s social, cultural, and economic values. To alleviate some of the effects of poverty by providing quality housing to Native Americans in Northern California.
2. Support tribes that establish standards for their communities and stand by them. NCIHA supports Participants to be responsible members of their community. NCIHA acknowledges that the purpose of policy is to guide and direct the organization and provide a foundation for community security. In order to have effective policies, the Board needs to be knowledgeable, realize the importance of policies that are enforceable and evaluated periodically.
3. Provide timely, consistent, and dependable services, sharing responsibility towards the common goal of creating healthy Indian communities, and working as valuable resources and allies for its tribal members. NCIHA will provide well-constructed, well maintained, affordable homes and will promote healthy communities.

PART II POLICY PURPOSE & STATEMENTS

A. Policy Purpose

The sections contained in this policy describe the general process to be used for admissions and occupancy for the Northern Circle Indian Housing Authority (NCIHA) housing programs, including the following:

1. *NCIHA Low Rental Housing Program,*
2. *Down Payment Assistance Program,*
3. *Rental Assistance Program,*
4. *Essential Families, and*
5. *Tribal Consortium Public Works Program.*

B. Specific Program Criteria

Each of the abovementioned programs has specific criteria to determine program eligibility. The criteria and each program's details are included in the program policy which is attached to this general admissions and occupancy policy.

C. Policies Overall Goals

NCIHA policies are written to accomplish the following:

1. Make decisions more transparent to staff and the community.
2. Ensure uniformity for all housing staff, thus promoting consistency and fairness while also minimizing the potential for disputes or legal actions.
3. Provide a foundation for sound management and supervision.
4. Provide a basis for compliance with auditing standards.

SECTION 2. LAWS AND CUSTOMS OF NCIHA TRIBES

The laws and customs of the consortium tribes will apply to each of the programs and services operated by the NCIHA, and in accordance with established tribal laws and ordinances.

A. Non-Indian Members of Native Household

Non-Indian/Member Families. Non-Indian and non-member spouses may join in the application process and have their income considered; however, the non-Indian or non-member spouse cannot be the beneficiary or remain in possession of the dwelling without the qualifying tribal member. The parties or the courts may not allow the non-Indian or other non-member Native spouse to remain in possession of the unit in the event of divorce or death unless they qualify per the application process as a tribal member.

B. Jurisdiction in Disputes

The following institutions maintain exclusive jurisdiction over disputes that arise within the NCIHA:

1. The Mendocino County Municipal Court,
2. Butte County Court, and/or
3. The Federal District Court for the Northern District of California.

The tribal police department in each community is responsible for receiving and investigating any suspicious or illegal acts. Participants must notify the tribal police department for investigation and prosecution.

C. Organization/Structure

The organization chart is included in Attachment A.

SECTION 3. APPLICABILITY & AUTHORIZATION

A. NCIHA Staff & Tribal Officials Applicability

The NCIHA's governing body and staff will comply with all applicable tribal, state, and federal laws, regulations, and policies governing funds granted or loaned to the NCIHA. Additionally, officials and staff must be in compliance with the **NCIHA code** regarding the programs and services of the NCIHA. Failure to comply will be addressed through disciplinary action that could result in termination of employment or removal from office.

B. Availability of Policies

A copy of these policies shall be prominently posted at the NCIHA office, and a copy shall be provided to all participants. All participants shall sign an acknowledgment that they have received a copy of and read these policies.

A. Policy Amendments

1. The NCIHA Board of Commissioners reserves the right to make modifications to these policies if needed for health, safety, programmatic, or management purposes.

2. NCIHA shall provide participants with at least thirty (30) days' notice of the proposed amendments which shall be posted prominently at the NCIHA office.
3. Substantive modifications must be provided to participants in writing.
4. Changes that result in clarification of language or correction of errors that do not impact agreements or change the scope of work of a program are not subject to written public notice.

C. Authorization to Implement Policies

The Executive Director is authorized by the NCIHA Board of Commissioners to implement the policies governing the NCIHA programs as the currently exist or amended or created hereafter. Creation of procedures needed to implement policies are the responsibility of the Executive Director.

PART III INDIAN PREFERENCE

NCIHA shall give preference in selection for housing or housing assistance provided through affordable housing activities assisted with Native American Housing Assistance and Self-Determination Act (NAHASDA) Indian Housing Block Grant (IHBG) funds to Indian families who are members of NCIHA tribes.

PART IV OTHER LAWS AND AUTHORITIES

NCIHA programs may be subject to the following laws to the extent required by NAHASDA. The following represents **some** of the key laws, regulations cited by NAHASDA:

- The Age Discrimination Act of 1975 (42 U.S.C 6101-6107) and HUD's implementing regulations in 24 CFR Part 146.
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and HUD's Regulations at 24 CFR Part 8.
- The Indian Civil Rights Act (Title II of the Civil Rights Act of 1968; 25 U.S.C. 1301-1303), applies to Federally recognized Indian tribes that exercise powers of self-government.
- Title VI of the Civil Rights Act of 1964 (U.S.C. 2000d) and Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.). In the event the Recipient takes action under Section 201 (b) of NAHASDA, Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968 will not apply.

- *Real Property acquisition requirements* for an assisted activity is subject to 49 CFR Part 24, Subpart B.
- The Uniform Relocation Act.
- National Environmental Policy Act of 1969 (NEPA) (42 U.S.C. 4321) and the related authorities listed in HUD's implementing regulations at 24 CFR parts 50 and 58.
- 2 CFR Part 2424 on the use of debarred, suspended, or ineligible contractors.
- Uniform Federal Administrative Requirements at 2 CFR Part 200.

PART V INTERPRETATION

SECTION 1. PROGRAM PARTICIPANTS AND APPLICANTS

A. Definition of Applicant/Participant

1. Whenever used through this policy, "participant" shall mean singular or plural of participant.
2. Whenever used throughout this policy, "applicant" shall mean a family or an individual who applies or expresses an intent to apply for housing assistance.
3. The use of applicant or participant may refer to a renter or a homebuyer.

B. Number and Gender

Whenever used throughout this policy, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

C. Meaning of Days

All references to days in these policies shall mean calendar days, unless specifically stated otherwise.

D. Waivers

Any waiver by the NCIHA of any term, covenant, or condition of this policy shall not be construed as a continuing waiver thereof, or a waiver of any other term, covenant, or condition of this policy.

E. Nomenclature

Throughout these policies, the reference to the “Executive Director” shall mean the “Executive Director or Designee.”

PART VI APPLICATION

SECTION 1. FORM & PROCESS

A. Overview

The NCIHA application form is designed to gather enough information to allow a full assessment of the applicant’s background to determine and verify eligibility, consistent with any applicable tribal, state, or federal funding entity, and NCIHA requirements.

B. Application Information

The NCIHA will use at a minimum the following:

1. NCIHA application
2. Social security card
3. Tribal Enrollment Card or Certification of Indian Blood (CIB)
4. Picture ID (Driver’s License or State ID, etc.)
5. Consent for Release of Credit Report
6. IRS Form 4506t
7. General Consents to Release Information as applicable
8. Other worksheets or forms as deemed necessary by the NCIHA Executive Director.

C. Application Process

Families must submit a completed application before they can be determined apparently eligible for placement on a waiting list.

1. In order to be considered for admission in any housing program offered by the NCIHA, a written (legible) application must be completed.

2. All application data processed by NCIHA staff are entered in an automated data program so it may be tracked.
3. Staff members receiving a fully completed application must date and time stamp it.
4. All information provided in the application will be immediately verified and documented if immediate housing is available.
5. When there are no units available, a preliminary review for application completeness is performed for placement on the waiting list.
6. Applicants with incomplete applications will be notified and provided an opportunity to complete the application within a maximum of 60 days.
7. Incomplete applications are placed in the inactive file.
8. An applicant who knowingly completes a material misrepresentation during the application process and such is discovered prior to occupancy will be disqualified from consideration. Any material misrepresentation made during the application process and discovered after occupancy will result in immediate termination of housing assistance.

SECTION 4. NOTIFICATION OF STATUS OF ELIGIBILITY

A. Notification of Eligibility

Each eligible applicant shall be notified in writing of the following:

1. Notice of eligibility within thirty (30) days of the determination,
2. Notice of interview in person or by telephone,
3. If a dwelling unit is available for the family, provide notice of the following:
 - i. Identifying the location, project number, and unit number;
 - ii. The number of bedrooms;
 - iii. The approximate date of availability of the unit;
 - iv. A statement that the applicant will be required to sign a lease agreement prior to occupancy, which will describe the family's duties and responsibilities;

- v. A statement that the notice is not a contract and does not mean that NCIHA is legally obligated to provide housing to the applicant; and
 - vi. A statement that the family will be required to attend housing counseling sessions.
2. If a dwelling unit is not available for the family, a statement that the applicant will be placed on a waiting list and notified when a unit becomes available.
3. Waiting list placement does not guarantee selection.
4. As applicant information changes occur over time, it is the responsibility of the applicant to submit information to update their file.
5. If the applicant fails to update information at least annually, they will be removed from the waiting list.

B. Notification of Ineligibility

Each applicant shall be notified as promptly as possible, but not to exceed thirty (30) days, regarding his ineligibility status.

1. The ineligible applicant shall be notified in writing as promptly as possible that the application has been denied for admission, and that he has a right to appeal this decision.
2. The reason for the determination shall be included in the written notification.
3. Each such case shall be documented, and such documentation shall be retained by the NCIHA and properly filed for (1) year from the date of application.

SECTION 5. COMMUNICATIONS REQUIREMENTS

All communications with the applicant must adhere to the following requirements:

1. All official notices must be in writing and signed by the designated staff with a copy to other appropriate staff and the NCIHA Executive Director.
2. All verbal communications are to be documented in the applicant file and the client database, indicating date, time, content, and disposition.
3. All written communications or major inquiries from an applicant are to receive a written response within ten (10) working days from the date of receipt of inquiry.

PART VI. ELIGIBILITY

SECTION 1. OVERVIEW

NCIHA operates numerous programs and projects. This part discusses the requirements and procedures for determining whether applicant families may participate in NCIHA-subsidized housing programs. Specific program and project requirements may be found in the specific program sections. However, all programs will comply with the NAHASDA and NCIHA requirements as addressed in this section.

SECTION 2. ELIGIBLE FAMILIES

The following are the types of families eligible for assistance through NCIHA programs:

1. Low-income Family - A 'low-income family' means a family whose income does not exceed the greater of 80 percent of the greater of the national median income or the county area median income, as determined annually by the Secretary with adjustments for smaller and larger families.
2. Moderate-income Family - A 'moderate-income family' is one whose income exceeds 80% and is less than 100% of the applicable median income limits **AND** has a need that cannot reasonably be met without IHBG assistance.
3. Essential Family – An 'essential family' is a non-low-income family whose presence is essential to the well-being of the Indian families living on the reservation or in the Indian area **AND** has a need that cannot reasonably be met without IHBG assistance. Further definition of essential families is described in the Essential Family Policy.
4. Law Enforcement Officers – Pursuant to Section 201(b)(4) of NAHASDA, the provision of housing or housing assistance for a 'law enforcement officer' on an Indian reservation or Indian area. The officer must be employed full-time by the federal, state, county, tribal, or other unit of local government and sworn to uphold and make arrests for violations of federal, state, county, or tribal law. In addition, the program must determine that the presence of the law enforcement officer may deter crime.

SECTION 3. GENERAL ELIGIBILITY REQUIREMENTS

Every individual and family admitted to a NCIHA program must meet program and project eligibility requirements. This includes any individual approved to join the family after the family has been admitted to the program. The family must provide any information needed by the NCIHA to confirm eligibility and determine the level of the family's assistance. The applicant must comply with all the following:

- Qualify as income eligible family.

- Provide a social security card for family members as required.
- Consent to the NCIHA's collection and use of family information as provided for in NCIHA provided consent form.
- Demonstrate that the current or past behavior of household members does not include activities that are prohibited by the NCIHA.
- Demonstrate the capacity to meet the obligations of leasing and maintaining a home.
- Demonstrate capacity to meet program/project requirements.

SECTION 4. ESSENTIAL FACTORS FOR QUALIFYING AS A FAMILY

1. Native American Requirement

To be eligible for admission, an applicant must first qualify as an enrolled member of the associated tribe(s) of NCIHA or a federally recognized tribe as defined by the Department of the Interior, Bureau of Indian Affairs 85 FR 5462.

2. Tribal Family

A tribal family as defined by NCIHA includes any of the following:

- (a) The head or heads of household and at least one (1) child are enrolled members of the NCIHA or a federally recognized tribe.
- (b) Two or more individuals enrolled members who are not related by blood, marriage, adoption, or other operation of law, but who either can demonstrate that they have lived together for the last year or more and certify that each individual's income and other resources will be available to meet the needs of the family.
- (c) Two or more elderly or disabled enrolled persons living together.
- (d) One or more elderly or disabled enrolled persons living with one or more live-in aides.
- (e) A single tribally-enrolled person.
- (f) In all cases the applicant must be an enrolled tribal member.

SECTION 5. TRIBAL ENROLLMENT

1. Enrolled NCIHA members must provide enrollment documentation from the tribe to verify membership.

2. Other federally recognized Native Americans must have third party enrollment documentation and verification in the form of a BIA Certificate of Degree of Indian Blood (CIB) or letter of verification of enrollment from a federally recognized tribe.

SECTION 6. HOUSEHOLD COMPOSITION

Household is a broad term that includes additional people who, with the NCIHA's permission, live in a NCIHA unit, such as live-in aides, foster children, and foster adults. Each family must identify the individuals to be included in the family at the time of application and must update this information if the family's composition changes.

SECTION 7. NCIHA DISCRETION

The NCIHA has the discretion to determine if any other group of persons qualifies as a family.

SECTION 8. PRINCIPAL RESIDENCE

Throughout the term of an agreement, participants must use the home as their principal place of residence. Ownership or use of another residence is prohibited, unless it is a secondary home necessary for the family's livelihood or for cultural preservation (i.e., fish camp), and it is not financed under any another federal program.

SECTION 9. PROHIBITED USE OF PREMISES

The participant is prohibited from using, causing to be used, or allowing to be used any part of said leased premises for any unlawful conduct or purpose. Any unlawful conduct may result in eviction and termination of an agreement.

SECTION 10. CAPACITY OF APPLICANT

The applicant must be at least eighteen (18) years of age and have the legal and financial capacity to enter into an agreement and be willing and able to meet all obligations of the agreement. The household must demonstrate a minimum income to support said household and have sufficient ongoing means to maintain the payment and maintenance requirements of the home, including all necessary utilities.

SECTION 11. HABITS & PRACTICES

An applicant must be of good character and possess habits and practices that promote safe, clean, and healthy homes, property, and communities. This also applies to applicant's household members as they appear on the application or as they are requested to be added to the lease agreement.

SECTION 12. PARTICIPANT HISTORY

Rental references will be documented by one or all the following sources:

1. Landlord references from the most recent or last three (3) years.
2. Police/court background record check, and
3. Credit report.

SECTION 13. PRIOR HOUSING ASSISTANCE

Participants in other housing authority programs may apply for housing and be placed on the waiting list. Verification that an applicant has terminated a prior assisted unit agreement and is in good standing with the Housing Authority must be obtained before the applicant will be allowed to participate in the program.

SECTION 14. OUTSTANDING OBLIGATIONS TO NCIHA

An applicant or applicant's household member who retains an outstanding debt to the NCIHA or tribe or whose participation was terminated by the NCIHA will not be eligible for assistance until the following conditions are satisfied:

1. Voluntary Terminations: Any outstanding debt from an applicant or an applicant's household member must be paid in full prior to consideration.
2. Involuntary Terminations: Any applicant whose assistance was terminated by the NCIHA or who was evicted for nonpayment from any other publicly assisted housing program will not be considered eligible for a period of one (1) year from the date on which all debt has been resolved and evidence of a good landlord history has been verified by the NCIHA.
3. Previously evicted participants must submit in writing to the NCIHA information regarding their ability as a "suitable" participant. Information submitted for the NCIHA will be evaluated by the Executive Director.

SECTION 15. SOCIAL SECURITY NUMBERS

The applicant and all members of the applicant's household must disclose the complete and accurate social security number (SSN) assigned to each household member, and the documentation necessary to verify each SSN.

SECTION 16. FAMILY CONSENT TO RELEASE OF INFORMATION

Each adult family member, and the head of household, spouse, or co-head, regardless of age, is required to sign form HUD-9886, Authorization for the Release of Information/Privacy Act Notice, and other consent forms as needed to collect information relevant to the family's eligibility and level of assistance. The NCIHA shall

deny admission to the program if any member of the applicant family fails to sign and submit consent forms, which allow the NCIHA to obtain information that the NCIHA has determined is necessary in administration of the NCIHA's housing programs.

SECTION 17. CRIMINAL BACKGROUND CHECKS

A. Purpose

NCIHA may request from the National Crime Information Center, police departments, and other law enforcement agencies criminal conviction information. NCIHA shall use the criminal conviction information only for applicant screening, lease enforcement, and eviction actions.

B. Applicability

Criminal conviction information will be obtained prior to move-in on all members of a household who are 18 years or older and preselected for a unit. The application form has a check box to note whether a criminal history exists for applicants: to be checked by the applicant only.

C. Disclosure and Recordkeeping

1. The information may be disclosed only to any person who has a job related need for the information and who is an authorized officer, employee, or representative of the NCIHA.
2. The NCIHA will keep all the criminal conviction record information it receives from law enforcement agencies in files separate from all other housing records.
3. The criminal convictions records will be kept under lock and key and be under the custody and control of the NCIHA Executive Director.
4. The criminal convictions records may only be accessed with the written permission of the NCIHA's Executive Director and are only to be used for the purposes stated above.

D. Possible Exception

If the NCIHA proposes to disqualify an application or terminate a participant from the program based on the past criminal activity of another member of the household, the NCIHA will provide an opportunity to exclude this member in order to obtain admission or remain in the program.

PART VII INCOME LIMITS & LEVELS OF ASSISTANCE

SECTION 1. DEFINITION OF INCOME

A. NAHASDA

The term “income” means income derived from all sources of each member of the household, as determined in accordance with criteria prescribed by the Secretary, except that the following amounts may not be considered as income under this paragraph:

3. Any amounts not actually received by the family.
4. Any amounts that would be eligible for exclusion under 42 USC 1382b – Resources - Section 1613 (a) (7) of the U.S. Social Security Act.
5. Any amounts that are on the list of Federally Mandated Exclusions as amended from time to time in the Federal Register.

B. Other Definitions of Income

The NCIHA will use from the following annual income definitions the source that is most advantageous to the family or the NCIHA:

1. **Section 8** - “Annual income” as defined for HUD's Section 8 program in 24 CFR Part 5, Subpart F (except when determining the income of a homebuyer for an owner-occupied rehabilitation project, the value of the homeowner's principal residence may be excluded from the calculation of Net Family assets); or
2. **Internal Revenue Service** - Gross income means the amount titled “Adjusted Gross Income” on IRS Form 1040 series for individual federal annual income tax purposes.

SECTION 2. HUD MEDIAN FAMILY INCOME (MFI) LIMITS

A. Use of Income Limits

Income limits are used for eligibility for admission and continued occupancy.

B. Latest publication

The NCIHA shall use the latest HUD National Median Family Income (MFI) limits, adjusted for family size to determine income eligibility for NAHASDA housing assistance.

SECTION 3. INCOME ELIGIBILITY

A. Calculating Anticipated Gross Annual Income

Annual income shall be projected for 12 months based on the best available information for each member of the household over the age of 18 years. All of the following must be considered:

1. The past twelve (12) months year's income and the likelihood of income to stay at the current level.
2. Current income rate and effective date.
3. The projected changes in income that may take effect during the projected year (such as in with seasonal employment).
4. Comparing the family's gross annual income with HUD's published income limits adjusted by family size.
5. Current circumstances.

SECTION 4. WHEN APPLICANT QUALIFIES AS LOW-INCOME

A family is considered low-income at the following times:

1. Rental housing: at the time of the family's initial occupancy;
2. A contract to purchase existing housing: at the time of purchase;
3. A lease-purchase agreement for existing housing or for new construction: at the time the agreement is signed; and
4. A contract to purchase housing to be constructed: at the time the contract is signed.

SECTION 5. CATEGORIES OF INCOME LEVELS

A. Extremely low-income family

Is defined as a family whose annual income does not exceed 30 percent of the median income for the area, adjusted for family size.

B. Very low-income family

Is defined as a family whose annual income does not exceed 50 percent of the median income for the area, adjusted for family size.

C. Low-income family

Is defined as a family whose annual income does not exceed 80 percent of the median income for the area, adjusted for family size.

D. Moderate-income family

Is defined as a family whose annual income is within 80 percent to 100 percent of the national median income limits or county area income limits.

SECTION 6. CALCULATIONS TO DETERMINE ASSISTANCE

Members of the household are required to provide documentation that will determine assistance based on income, i.e., verifiable gross annual income, earned and unearned. Families must also document household composition and deductions for family size/type. The NCIHA will collect and maintain this documentation for which eligibility is determined and will require a family to periodically update their income information in order to re-certify for housing payments, fees, household information for continued occupancy.

PART VIII INELIGIBILITY

SECTION 1. OVERVIEW

The reasons for a determination of ineligibility are based on NCIHA policies and other applicable program requirements. Although an applicant may meet the basic criteria for eligibility, any one of a number of reasons can form the basis of a determination of ineligibility.

A. Applicability

The basis for ineligibility applies to applicants and participants.

B. Reasons for Denial

The following does not represent an exhaustive list of reasons for a determination of ineligibility; however, it is illustrative of many common reasons denying an Applicant admission or an Participant continued occupancy.

1. If the applicant has a delinquent balance with the NCIHA, other public entity, or the Tribe, the family must enter into a payback agreement prior to being considered for eligibility. Failure to do so will result in the family being ineligible to be placed on the waiting list.

2. Eviction from NCIHA unit within the last five years.
3. Outstanding account with/from any local utility company.
4. Leaving NCIHA unit and/or property in damaged condition.
5. Abandonment of any NCIHA-managed dwelling unit within the last three (3) years.
6. Outstanding account with NCIHA by any member of the current household.
7. Fugitive felons, parole violators and persons fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees.
8. Rape, murder, manslaughter **AND** other felony or violent crimes.
9. Sex offenders who are required by law to maintain permanent/lifetime registration on the sex offenders' list.
10. Persons whom NCIHA have reasonable cause to believe the household member's illegal drug or alcohol abuse threatens the health, safety, welfare, or interferes with the peaceful enjoyment of the premises.
11. Persons evicted from federally assisted housing for drug-related criminal activity less than 3 years ago.
12. Conviction of felony child abuse and/or domestic violence.T
13. The Applicant was previously evicted for violations due to acts that threatened the health, safety and welfare or peaceful enjoyment of others within the last five (5) years and references are positive from the date of eviction.
14. Failing to repay previous debts owed to any housing authority, other federal program or the tribe.
15. Fraud in connection with any HUD program, or failing to disclose previously committed fraud in connection with any HUD program.
16. Prior conviction of child abuse and/or sexual assault.
17. Record of substance abuse.
18. Non-cooperation. Refusing or failing to complete required forms or to supply requested information.
19. Appearing on HUD's List of Suspensions, Debarments, and Limited Denial of Participation.

20. The Applicant family does not qualify as a family according to the applicable program requirements.
21. The Applicant family does not meet the income requirements.
22. Lack of documented, verifiable information.
23. Family composition is not compatible with the occupancy standards applicable to the vacant unit.
24. The Applicant family has a record of unsatisfactory performance in meeting past financial obligations.
25. A record of destruction of property, acts which would imperil the health, safety or peaceful occupancy of neighbors, and/or disregard for the rights of others and the rules of occupancy.
26. A history of unsanitary or poor housekeeping habits.
27. Providing false information on the application or other application on file with the NCIHA.

C. Prohibition Against Denial of Assistance to Victims of Domestic Violence, Dating Violence, and Stalking

In accordance with the Violence against Women Act of 2005 (VAWA) the NCIHA will not deny admission to an otherwise qualified applicant on the basis that the applicant is or has been a victim of domestic violence, dating violence, or stalking.

SECTION 2. ASSESSING INFORMATION AND REFERENCES

A. General

One (1) minor derogatory finding, as determined by the NCIHA, is not necessarily the basis for denial of eligibility or participation. However, a combination of derogatory findings may be used as a basis for denial.

B. References

If a derogatory reference check on credit history or a background is discovered, the NCIHA Executive Director will notify the applicant in writing through regular mail of the items found within ten (10) days of receipt of the information. The applicant will be afforded an opportunity to respond in writing within ten (10) working days of the *postmarked* date of the notice regarding this information. The response will be taken into consideration in determining the applicant's continued eligibility.

SECTION 3. POSSIBLE ASSESSMENT FACTORS

The NCIHA Executive Director will consider at least the following factors prior to making its decision:

1. The seriousness of the case, especially with respect to how it would affect other Participants;
2. The effects that denial of admission may have on other members of the family who were not involved in the past derogatory action or behavior;
3. The length of time since the violation occurred, the family's recent history and the likelihood of favorable conduct in the future;
4. Evidence of the applicant family's participation in or willingness to participate in social service or other appropriate counseling service programs;
5. When the culpable household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program or has otherwise been rehabilitated successfully; and/or
6. Evidence of a household member's current participation in or successful completion of a supervised drug or alcohol rehabilitation program, or evidence of otherwise having been rehabilitated successfully.

SECTION 4 NOTIFICATION

A. General Process

Families who have applied for housing or who have applied to add an additional occupant, and who, for any reason, have been determined to be ineligible will be notified by NCIHA Executive Director in writing,

1. If the NCIHA determines the applicant to be ineligible for admission, the applicant is to be informed in writing of the determination and of his right to appeal in accordance with the NCIHA Grievance Policy.
2. The reason for the determination shall be included in the written notification.
3. Staff shall document and maintain files for each case.

B. Timeframe

Each Applicant shall be notified as promptly as possible, but not to exceed thirty (30) days, in regard to eligibility status.

PART IX WAITING LIST ADMINISTRATION

SECTION 4. OVERVIEW

The waiting list is the tool used to establish the order in which housing assistance offers are made to apparently qualified Applicants. The NCIHA Executive Director will designate staff to administer the waiting list policy, establish procedures to implement the policy, including preparation of a quality control system that ensures ethics and integrity in administering the waiting list policy.

SECTION 2. OPENING AND CLOSING THE WAITING LIST

When the NCIHA's Programs' waiting list has so many Applicants that the average length of time an Applicant would have to wait for a unit offer is one (1) year or more, the NCIHA Executive Director may close the list with written notice to the community.

SECTION 3. WAITING LIST ORGANIZATION

A. Program Waiting Lists

The NCIHA will maintain waiting lists for each program, although the NCIHA Executive Director is authorized to establish additional sub lists based on, but not limited to, site, preferences, income targeting, unit size, etc. Separate waiting lists to be maintained include the

1. Low-Rent program
2. Down Payment Assistance Program
3. Essential Families
4. Tenant Based Rental Assistance

B. Entering New Applicants

The NCIHA may accept applications only for waiting lists or sub lists that are open. The NCIHA will maintain an electronic log that lists Applicants by rank and also indicates the date and time a completed application is received.

1. Application forms will be completed to the extent that all factors of eligibility are included and the NCIHA can make a determination on the apparent eligibility status of the Applicant.
2. Only Applicants who have completed a NCIHA application in its entirety, provided all the requested information, and has been determined as an apparent eligible Applicant will be entered on the appropriate waiting list.

3. Applications received on the first of the month will be processed to the greatest extent feasible within a minimum of ninety (90) days and, if determined to be an apparent eligible Applicant, placed on the waiting list by the first of the month if received by the first of the preceding month. Applications determined to be acceptable and received after the first of the month will be placed on the waiting list by the first of the second month following the month in which the application is received.
4. Applications received from previously removed Applicants will be time and date stamped based on the most current date of application.

SECTION 4. WAIT LIST INFORMATION

The NCIHA Executive Director may modify the waiting list information requirements based on program requirements and software requirements. Application forms must be completed and address all factors of eligibility so that the NCIHA can determine the apparent eligibility status of the Applicant. Prior to being placed on the waiting list the following information must be submitted and analyzed:

1. Landlord References for the previous three (3) years.
2. Credit References from two (2) sources.
3. Personal documents including the following:
 - a. Two (2) personal references
 - b. One (1) non-family reference
 - c. Driver's license or equivalent as follows:
 - (1) Official NCIHA ID for NCIHA members
 - (2) Official State ID for non-enrolled federally recognized tribal members
 - d. Social Security card
 - e. BIA Certificate of Blood for non-enrolled federally recognized tribal members
4. Waiting list automated record requirements:
 - a. Minimum information:
 - (1) Identifier number
 - (2) Name and address
 - (3) Family size

- (4) Income
- (5) Date/time of application
- (6) Tribal affiliation
- (7) Notification to update
- (8) Recertification date

b. Optional information:

- (1) Source of income
- (2) Place of employment
- (3) Length of employment
- (4) Disabled
- (5) Veteran

5. Factors of eligibility for placement on the waiting list.

- a. Preferences
- b. Priorities
- c. Other eligibility consideration identified throughout this policy
- d. Program specific requirements
- e. Project specific requirements
- f. Etc.

SECTION 5. MANAGING THE WAITING LIST

A. Updating the Waiting List

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

B. Removal from the Waiting List

1. Negative background check results are grounds for removal from the Waiting List.
2. Any determination of ineligibility will result in removal from the waiting list.

C. Preselection from the Waiting List

1. Placement on the Waiting List does not guarantee selection. It indicates that at the time of application all factors of eligibility are included to make an initial determination on the apparent eligibility status of the Applicant.
2. The NCIHA Executive Director will preselect from the appropriate waiting list by Preferences and then in ascending order of priority points (highest points to the lowest).
3. Once an offer is made the NCIHA Executive Director will commence verification and certification process to determine satisfaction of all the requirements for final selection.

D. Reporting Requirements:

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

PART X APPLICANT FILES

SECTION 6. RECORDS MANAGEMENT

A. File Organization

Files will be organized as follows:

1. Active files by
 - a. Program type
 - b. Then by last name in alphabetical order.
2. Inactive files should be filed by:
 - a. Fiscal year

- b. Then by last name in alphabetical order.

B. File Retention

Files will be retained as follows:

1. All Inactive Files are retained for a minimum of two (2) years.
2. All active Applicant files are retained for 2 years
3. All participant files are retained for three (3) years after move-out or the resolution of any issues.

SECTION 2. CONFIDENTIALITY

Information contained in NCIHA files is confidential. Only those with a need to know have the right to review the contents of client files.

A. Staff

Staff is prohibited from discussing the contents of a client's file with anyone other than NCIHA Executive Director unless an interagency release of information has been executed with the NCIHA and other agencies of the NCIHA.

B. Tribal Officials and Board Members

Tribal officials including board members must have a court order to access applicant or participant information unless the applicant or participant has signed a consent to release the information to the requesting party.

PART XI ADJUSTED INCOME

SECTION 7. OVERVIEW

Once annual income has been established, NCIHA Executive Director will subtract from annual income any of NAHASDA required deductions for which a family qualifies, regardless of the income definition used by the NCIHA.

A. NAHASDA Definition of Adjusted Gross Income

Adjusted gross income means the annual income that remains after excluding the following amounts:

- (A) YOUTHS, STUDENTS, AND PERSONS WITH DISABILITIES-
\$480 for each member of the family residing in the household (other

than the head of the household or the spouse of the head of the household)—

- (i) Who is under 18 years of age; or
- (ii) Who is--
 - (I) 18 years of age or older; and
 - (II) A person with disabilities or a full-time student.

(B) ELDERLY AND DISABLED FAMILIES- \$400 for an elderly or disabled family.

(C) MEDICAL AND ATTENDANT EXPENSES- The amount by which 3 percent of the annual income of the family is exceeded by the aggregate of-

- (i) Medical expenses, in the case of an elderly or disabled family; and
- (ii) Reasonable attendant care and auxiliary apparatus expenses for each family member who is a person with disabilities, to the extent necessary to enable any member of the family (including a member who is a person with disabilities) to be employed.

(D) CHILD CARE EXPENSES- Child care expenses, to the extent necessary to enable another member of the family to be employed or to further his or her education.

(E) EARNED INCOME OF MINORS- The amount of any earned income of any member of the family who is less than 18 years of age.

(F) TRAVEL EXPENSES- Excessive travel expenses, not to exceed \$25 per family per week, for employment- or education-related travel.

B. Other Amounts

The NCIHA Executive Director is authorized to establish other amounts that may be deducted from gross annual income to the extent that the deductions do not negatively affect positive cash flow, and they are cited in the NCIHA Housing Plan.

SECTION 8. QUALIFYING FOR DEDUCTIONS

A. Anticipating Expenses

The NCIHA Housing Program will use the following to anticipate expenses

- Current circumstances or

- Estimate costs based on historic data and known future costs

B. Dependent Deduction

A deduction of \$480 is taken for each dependent. Dependent is defined as any family member other than the head, spouse, or co-head who is under the age of 18 or who is 18 or older and is a person with disabilities or a full-time student. Foster children, foster adults, and live-in aides are never considered dependents.

C. Elderly or Disabled Family Deduction

A single deduction of \$400 is taken for any elderly or disabled family. An elderly family is a family whose head, spouse, co-head, or sole member is 62 years of age or older, and a disabled family is a family whose head, spouse, co-head, or sole member is a person with disabilities.

SECTION 3. CHILD CARE EXPENSE DEDUCTION

A. Definition

Child care expenses are the amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed.

B. Reasonable Expenses

The amount deducted shall reflect ***reasonable and verifiable*** charges.

C. Conditions

1. The childcare must be necessary to permit employment or education.
2. The amount deducted shall not exceed the amount of employment income that is included in annual income.
3. The amount deducted cannot result in no house payment.
4. Childcare expenses do not include child support payments made to another on behalf of a minor who is not living in an assisted family's household.
5. Childcare expenses for foster children that are living in the assisted family's household are included when determining the family's child care expenses.

6. If the childcare expense being claimed is to enable a family member to seek employment, the family must provide evidence of the family member's efforts to obtain employment at each reexamination. The deduction may be reduced or denied if the family member's job search efforts are not commensurate with the childcare expense being allowed by the NCIHA Housing Program.
7. If the childcare expense being claimed is to enable a family member to further his or her education, the member must be enrolled in school (academic or vocational) or participating in a formal training program. The time spent in educational activities must be commensurate with the childcare claimed.
8. If the childcare expense being claimed is to enable a family member to be gainfully employed, the family must provide evidence of the family member's employment during the time that childcare is being provided. The earned income used for this purpose is the amount of earned income verified after any earned income disallowances or income exclusions are applied.
9. When the childcare expense being claimed is to enable a family member to work or obtain an education, only one family member's income will be considered for a given period of time. When more than one family member works during a given period, the NCIHA generally will limit allowable childcare expenses to the earned income of the lowest-paid member.

D. Non-Eligible Child Care Expenses

1. For school-age children, costs attributable to public or private school activities during standard school hours are **not eligible**. Expenses incurred for supervised activities after school or during school holidays (e.g., summer day camp, after-school sports league) are allowable forms of childcare if they enable a household member to work or further educational pursuits.
2. The costs of general housekeeping and personal services are not eligible.
3. Childcare expenses paid to a family member who lives in the family's unit are not eligible; however, payments for childcare to relatives who do not live in the unit are eligible.

SECTION 4. MEDICAL & DISABILITY DEDUCTIONS

A. Medical Expense Deduction

Unreimbursed medical expenses may be deducted to the extent that, in combination with any disability assistance expenses, they exceed three percent of annual income. The medical expense deduction is permitted only for families in which the head, spouse, or co-head is at least 62 or is a person with disabilities. If a family is eligible for a medical expense deduction, the medical expenses of all family members are counted.

B. Meaning of Medical Expenses

The NCIHA Housing Program will adopt the most current IRS Publication 502 to determine the costs that qualify as medical expenses. Below is an excerpt to be followed:

Summary of Allowable Medical Expenses from IRS Publication 502
<ul style="list-style-type: none">• Services of medical professionals• Surgery and medical procedures that are necessary, legal, non-cosmetic• Services of medical facilities• Hospitalization, long-term care, and in-home nursing services• Prescription and non-prescription medicines (non-prescription medicines must be prescribed by a licensed medical professional)• Improvements to housing related to medical needs (e.g., ramps for a wheelchair, handrails)• Substance abuse treatment programs• Psychiatric treatment• Ambulance services and some costs of transportation related to medical expenses• The cost and care of necessary equipment related to a medical condition (e.g., eyeglasses/lenses, hearing aids, crutches, and artificial teeth)• Cost and continuing care of necessary service animals• Medical insurance premiums or the cost of a health maintenance organization (HMO) that are out of pocket expenses

B. Families That Qualify for Both Medical and Disability Assistance Expenses

This policy applies only to families in which the head, spouse, or co-head is 62 or older or is a person with disabilities. The Definitions Section of this policy provides a thorough definition of disability. When expenses anticipated by a family could be defined as either medical or disability assistance expenses, the NCIHA will consider them medical expenses unless it is clear that the expenses are incurred exclusively to enable a person with disabilities to work.

C. Disability Assistance Expenses Deduction

Reasonable expenses for attendant care and auxiliary apparatus for a disabled family member may be deducted if they:

1. Are necessary to enable a family member 18 years or older to work,
2. Are not paid to a family member or reimbursed by an outside source,
3. In combination with any medical expenses, exceed three percent of annual income, and do not exceed the earned income received by the family member who is enabled to work.

E. Limitations on Disability Assistance Expense Deduction

1. A family can qualify for the disability assistance expense deduction only if at least one family member (who may be the person with disabilities) is enabled to work.
2. The disability expense deduction is capped by the amount of “earned income received by family members who are 18 years of age or older and who are able to work” because of the expense.
3. The earned income used for this purpose is the amount verified before any earned income disallowances or income exclusions are applied.

F. Eligible Auxiliary Apparatus Disability Expenses

1. Examples of eligible auxiliary apparatus expenses include but are not limited to the following: wheelchairs, walkers, scooters, reading devices for persons with visual disabilities, equipment added to cars and vans to permit their use by the family member
2. Expenses incurred for maintaining or repairing an auxiliary apparatus are eligible. In the case of an apparatus that is specially adapted to accommodate a person with disabilities (e.g., a vehicle or computer), the cost to maintain the special adaptations (but not maintenance of the apparatus itself) is an eligible expense. The cost of service animals trained to give assistance to persons with disabilities, including the cost of acquiring the animal, veterinary care, food, grooming, and other continuing costs of care, will be included.

G. Eligible Attendant Care

1. Attendant care specifically for enabling a family member to work includes, but is not limited to, reasonable costs for home medical care, nursing services, in-home or center-based care services, interpreters for persons with hearing impairments, and readers for persons with visual disabilities.
2. Attendant care expenses will be included for the period that the person enabled to work is employed plus reasonable transportation time. The cost of general housekeeping and personal services is not an eligible attendant care expense. However, if the person enabled to work is the person with disabilities, personal services necessary to enable the person with disabilities to work are eligible.

H. Necessary and Reasonable Expenses

1. No disability expenses may be deducted for payments to a member of a participant family. However, expenses paid to a relative who is not a member of the participant family may be deducted if they are not reimbursed by an outside source.
2. The family must certify that the disability assistance expenses are necessary and are not paid or reimbursed by any other source.

PART XII VERIFICATION

SECTION 1. OVERVIEW

A. Verification Requirements

Before final selection, the NCIHA Executive Director is required to verify information relating to income, assets, eligibility, deductions from income, and preferences, and priorities. Admission will be denied if any member of the Applicant family fails to sign and submit consent forms.

B. Verification Data

Verification data are to be reviewed and evaluated as they are received for completeness, adequacy, and conclusiveness. Where the information received is not completely adequate, follow-ups or new efforts to obtain such information are to be made, carried through to conclusion, and documented.

C. Verification Time Frame

In order to avoid the time and expense involved in verifying and evaluating applicants, the following is adopted:

1. Partial verification of anticipated household annual gross income will be completed prior to determining income eligibility and placement on the waiting list.
2. Full verification and or assessment of all eligibility factors will be completed when a family is preselected.
3. Verifications are only good for 90 days and must be recertified thirty (30) days prior to occupancy.

SECTION 2. VERIFICATION FORMS

A. Consent to Release Information

1. To obtain verifications, the NCIHA Executive Director must obtain a release of information from the family member about whom information is being requested. Consent forms must be signed by:
 - The head of household (regardless of age)
 - The spouse or co-head of household (regardless of age)
 - Any other occupant who is 18 years old or older

2. Applicants must sign two copies of each verification form. The NCIHA Executive Director will use, but not limited to, the following verification forms when applicable:
 - Federal Consent to Release Information
 - Verification of Employment
 - Verification of Income
 - IRS Form 4506t
 - Verification of Trust Income
 - Verification of Savings
 - Verification of Pension
 - Landlord Verification
 - Bank Verification
 - Zero Income Verification
 - Any other verification form as determined by The NCIHA Executive Director

B. Refusal to Sign

If the applicant or participant, or any adult member of the applicant's or participant's family does not sign and submit the consent form or verification forms as required, denial of assistance or termination will be exercised.

SECTION 3. TYPES OF VERIFICATION

Complete and accurate verification records are to be maintained in the Applicant's/participant's folder. If third-party verification is second party verification will

be applied with Applicant/participant file documenting the efforts and result. First party verification is only used as a last resort. The three methods are explained below.

A. Third Party Verification

1. Verification must come directly from the income or information source.
2. The NCIHA Executive Director must document at least three efforts made to obtain third party verification.
3. The agencies listed below may be used to obtain third party verification:
 - a. BIA tribal enrollment
 - b. BIA credit and trust income
 - c. IRS 4506T for income verification
 - d. Federal matching programs for social security, income, public assistance
 - e. Social Services/Temporary Assistance for Needy Families (TANF) for income
 - f. Employer(s)
 - g. Financial Institutions
 - h. Etc.
1. Oral third-party verification may be used if repeated efforts to obtain written third-party verifications are not successful. The NCIHA Executive Director should use the employment verification form as an interview guide, note the name and title of the person interviewed, and sign and date the form.

B. Exceptions to Third Party Verification

1. At least three documented attempts to obtain third party verification without success.
2. The income source does not have the capability to provide written or oral third-party verification.
3. Assets and Expenses.
4. The asset or expense to be verified is an insignificant amount, thus it is not cost effective or reasonable to obtain third party verification.

C. Second Party Verification

Second-Party Verification will be used when third-party verification has proven unsuccessful and efforts are documented. Sources of second party verification include the following:

1. Benefit checks or award letters, such as social security or disability award statements
2. IRS tax forms, including Form 1099, Form 1040, etc.
3. W-2 forms
4. Paycheck stubs (at least three months' worth)
5. Child support payment canceled checks and/or award letters

D. First-Party Verification

First-Party Verification is the least reliable method for verifying household information. Staff will use documents submitted by the applicant when:

1. Information does not require third-party verification, e.g., Social Security cards.
2. Third-party verification is impossible or delayed for a considerable period of time.
3. Staff may accept an applicant's notarized statement or signed affidavit if:
 - a. Such certifications are authorized, e.g., alien certification or asset disposal.
 - b. Other preferred methods cannot be obtained.
 - c. Where family income is derived solely from cash transactions or through barter.
 - d. To document lack of any income.

E. File Documentation

A copy of all verification documents must be kept in the Applicant's file (later to be the participant's file). The participant file must include a memorandum issued by the appropriate housing staff when third-party verification is not available.

SECTION 4. VERIFICATION OF ANNUAL GROSS INCOME

Verification of ***anticipated household annual gross income*** is the basis for a determination income eligibility. Various types of income requiring verification include:

A. Earned Income

Unless tip income is included in a family member's W-2 by the employer, persons who work in industries where tips are standard will be required to sign a certified estimate of tips received for the prior year and tips anticipated to be received in the coming year.

F. Existing (3 or more years) Business & Self Employment Income

Business owners and self-employed persons who have been in business for at least three years will be required to provide:

1. An audited financial statement for the previous fiscal year if an audit was conducted.
2. If an audit was not conducted, a statement of income and expenses must be submitted, and the business owner or self-employed person must certify to its accuracy.
3. All schedules completed for filing federal and local taxes for the preceding three years.
4. Staff will use the client's tax return to verify income and business expenses unless they are questionable or there has been a significant change that is inconsistent with the regular fluctuations of business.
5. The NCIHA Executive Director will provide a format for any person who is unable to provide such a statement to record income and expenses for the coming year. The business owner/self-employed person will be required to submit the information requested and to certify to its accuracy at all future reexaminations.
6. At any reexamination, the NCIHA Executive Director may request documents that support submitted financial statements such as manifests, appointment books, cash books, or bank statements.

C. Business & Self-Employed Less than 3 Years

1. If a family member has been self-employed less than three (3) months, the NCIHA Executive Director will accept the family member's certified estimate of income and schedule an interim reexamination in three (3) months.
2. If the family member has been self-employed for three (3) to twelve (12) months the NCIHA Executive Director will require the family to provide documentation of income and expenses for this period and use that information to project income.

D. Self-Employed Verification Using Business Records

1. Business records will be used to verify self-employment income when the following circumstances exist:
 - a. Tax return has not been filed, or
 - b. Tax return is questionable
2. Staff will use any or all of the following to verify self-employment income:
 - Copies of daily, weekly, or monthly ledgers
 - Invoices
 - Itemized receipts
 - Purchase orders
 - Copies of customer receipts
 - Transportation logs
 - Cancelled checks
 - Copy of business checking account statement
 - Statements from the client's customers

E. Periodic Payments and Payments in Lieu of Earnings

This includes Social Security/SSI Benefits, alimony, and child support.

1. To verify the SS/SSI benefits of applicants, the NCIHA Executive Director will request a current (dated within the last 60 days) SSA benefit verification letter from each family member who receives social security benefits. If a family member is unable to provide the document, the NCIHA Executive Director will help the applicant request a benefit verification letter from SSA's Web site at www.socialsecurity.gov or ask the family to request one by calling SSA. Once the family has received the original benefit verification letter, it will be required to provide the letter to the NCIHA Executive Director.
2. To verify the SS/SSI benefits of participants, the NCIHA Executive Director will request a current SSA benefit verification letter from each household member that receives social security benefits. If a family member is unable to provide the document, the NCIHA Executive Director will help the participant

request a benefit verification letter from SSA's Web site at www.socialsecurity.gov or ask the family to request one by calling SSA

D. Alimony and Child Support

Verification for alimony and child support differs depending on how the family reports payments.

2. When the family declares that it receives regular payments the following must be provided:
 - a. Third-party verification form from the state or local child support enforcement agency.
 - b. Third-party verification form from the person paying the support
 - c. Family's self-certification of amount received and of the likelihood of support payments being received in the future, or that support payments are not being received.
2. If the family declares that it receives irregular or no payments, in addition to the verification process listed above, the family must provide evidence that it has taken all reasonable efforts to collect amounts due. This may include:
 - a. A statement from any agency responsible for enforcing payment that shows the family has requested enforcement and is cooperating with all enforcement efforts.
 - b. If the family has made independent efforts at collection, a written statement from the attorney or other collection entity that has assisted the family in these efforts.

SECTION 2. VERIFICATION OF FAMILY RELATIONSHIPS

A. Verification of Family Relationships

Family relationships are verified only to the extent necessary to determine a family's eligibility and level of assistance. Guidance is provided below for the following circumstances:

1. **Marriage.** Certification by the head of household is normally sufficient verification. If the NCIHA Executive Director has reasonable doubts about a marital relationship, the NCIHA Executive Director will require the family to document the marriage. A marriage certificate generally is required to verify that a couple is married.
2. **Separation or Divorce.** Certification by the head of household is normally sufficient verification. If the NCIHA Executive Director has reasonable doubts about a separation or divorce, the NCIHA Executive Director will require the family to document the divorce, or separation. A certified copy of a divorce

decree, signed by a court officer, is required to document that a couple is divorced. A copy of a court-ordered maintenance or other court record is required to document a separation. If no court document is available, documentation from a tribal community-based agency will be accepted.

3. **Absence of Adult Member.** If an adult member who was formerly a member of the household is reported to be permanently absent, the family must provide evidence to support that the person is no longer a member of the family (e.g., documentation of another address at which the person resides such as a lease or utility bill).
4. **Foster Children and Foster Adults.** Third-party verification from the state or local government agency responsible for the placement of the individual with the family is required.

SECTION 6. VERIFICATION OF CHILD CARE ALLOWANCES

A. Information Required

The family must identify the family member(s) enabled to pursue an activity such as seeking work, pursuing an education, or being gainfully employed. The following must be true in order to receive a deduction:

1. The child is eligible for care.
2. The costs claimed are not reimbursed.
3. The costs enable a family member to pursue an eligible activity.
4. The costs are for an allowable type of child care.
5. The costs are reasonable.

B. Documentation

The following documentation must be received and placed in the Applicant's file:

1. Signed certification from the participant and the Provider that show:
 - a. The expenses are not reimbursed from another resource,
 - b. The amount paid and received, and
 - c. Schedule.
2. A schedule for the eligible activity and the childcare schedule.

3. Employment, job search record, or school enrollment documentation.
4. Documentation that the costs are reasonable.

SECTION 7. VERIFICATION OF TRAVEL EXPENSES

A. Documentation

Families requesting an allowance for travel to work must document that they are travelling 25 miles or more daily. The following represents, but is not limited to, information the NCIHA Executive Director may require:

1. Mileage log
2. Google Map – home to work
3. Work Verification
4. Vehicle Registration

SECTION 8. VERIFICATION OF STUDENT STATUS

A. Requirements

The NCIHA Executive Director requires families to provide information about the student status of all students who are 18 years of age or older. Unearned income does count except the income received for students from financial aid, loans, grants. Earned income, except for the first \$480, does not count as long as the student's full-time status is verified. This information will be verified only if:

1. The family claims full-time student status for an adult other than the head, spouse, or co-head, or
2. The family claims a childcare deduction to enable a family member to further his education.

SECTION 9. VERIFICATION OF DISABILITY

A. Requirements

The NCIHA Executive Director will verify the existence of a disability in order to allow certain income disallowances and deductions from income. The NCIHA Executive Director may make the following inquiries, provided it makes them of all applicants, whether or not they are persons with disabilities:

1. Inquiry into an applicant's ability to meet the requirements of ownership or tenancy.
2. Inquiry to determine whether an applicant is qualified for a dwelling available only to persons with disabilities or to persons with a particular type of disability.
3. Inquiry to determine whether an applicant for a dwelling is qualified for a priority available to persons with disabilities or to persons with a particular type of disability.

B. Family Members Receiving SSA Disability Benefits

For family members claiming disability who receive disability payments from the SSA, the NCIHA Executive Director will attempt to obtain information about disability benefits through third party resource or the NCIHA Executive Director will request a current (dated within the last 60 days) SSA benefit verification letter from each family member claiming disability status.

C. Family Members Not Receiving SSA Disability Benefits

Receipt of veteran's disability benefits, worker's compensation, or other non-SSA benefits based on the individual's claimed disability are not sufficient verification that the individual meets the definition of disability.

For family members claiming disability who do not receive SSI or other disability payments from the SSA, a knowledgeable professional must provide third-party verification that the family member meets the HUD definition of disability.

SECTION 10. VERIFICATION OF MEETING FINANCIAL OBLIGATIONS

A. Timely Payments

1. Sufficient documentation of timely payments is as follows:
 - a. Landlord Verification of timely rental payments.
 - b. Utility Suppliers Verification to document past performance in meeting financial obligations.
2. If the applicant has no landlord reference (e.g. because of living with friends or family or in an institution or shelter) or if the landlord reference is ambiguous, staff will use the following as an alternative method:
 - a. Credit check.

- b. Check court records for evidence of evictions or judgments against the applicant.
- c. In the absence of credible landlord references with respect to past performance meeting financial obligations someone with knowledge of the applicant's behavior and abilities should complete the Verification of Ability to Comply with Lease Terms Form.

SECTION 11. VERIFICATION OF NON-LOW-INCOME NEED

Staff must determine and document that a non-low-income family has a housing need that cannot be met without IHBG assistance. Attachment G contains the document that must be used by staff to summarize the current housing situation along with supporting documentation verifying the need.

PART XIII SELECTION PROCESS

SECTION 1. OVERVIEW

When a housing unit becomes available, two Applicants shall be preselected from the waiting list and notified in writing of the preselection, unit offer, and the need to update the initial application so that all information is current and verifiable.

SECTION 2. PRESELECTION

A. Preselection Factors

1. Specific program requirements
2. Preferences
3. Priorities
4. Income targeting
5. Occupancy standards

B. Preselection Process

The NCIHA Executive Director will preselect two (2) Applicant families from the appropriate waiting list based on the following order:

1. Preference

2. Date (First)
3. Priority
4. Income Targeting

C. Preferences Description

All pre-selections will be made applying first preferences, described in the following chart below. If the targeted number of selections cannot be satisfied from the Waiting List for Preference 1, consideration will then be given to those from the Waiting List for Preference 2, then Preference 3, and finally Preference 4.

The following preferences shall apply in the following order when preselecting Applicants.

PREFERENCE	DESCRIPTION
Preference 1	Waitlist of NCIHA heads of household are enrolled NCIHA tribal members.
Preference 2	Waitlist of NCIHA head of household with Federally Recognized member and NCIHA member in the household
Preference 3	Waitlist of enrolled member of a federally recognized tribe head of household with occupants who are enrolled NCIHA tribal members.
Preference 4	Waitlist of enrolled member of a federally recognized tribe head of household with occupants who are members of a federally recognized tribe

D. Conditions

1. A family admitted based on a qualifying NCIHA enrolled Tribal member must retain the qualifying NCIHA enrolled Tribal member as part of the household in order to ensure continued occupancy.
2. A family admitted based on the qualifying head of household(s) cannot change the qualifying head of household later.
3. At no time will a program allow occupancy by non-Indians unless they meet program qualifications and qualify as
 - a. an essential family or
 - b. a guardian for enrolled tribal children or
 - c. A law enforcement officer.

SECTION 3. PRIORITIES

A. Method of Applying Priority Points

Priorities are applied among the list of those who qualify for Preference 1, 2, 3, or 4. Applicants within the Preference category will be preselected in the following order

1. First preselection is based on the highest number of priority points,
2. Second preselection is based on the second highest number.
3. Third preselection is based on the third highest number.
4. Third preselection is based on the third highest number.

B. Verification

All claims for priorities must be re-verified prior to preselection for available assistance.

C. Tiebreaker

If the priority ratings for several applicants appear equal, the date and time stamp on the completed application with all supporting documentation shall be used to determine who shall be selected.

SECTION 4. MIXED INCOME

A. Income Targeting

In selecting participants, the NCIHA Executive Director will endeavor to adhere to the established rent ranges in a manner so as to obtain a participant mix to ensure the following:

1. Cash flow to meet operating expenses of the NCIHA.
2. A participant mix which reflects the broad ranges of incomes of those very-low, low-income, and moderate-income families in all the areas managed by the NCIHA.
3. A participant mix of income that ensures payment of the established minimum rent, if applicable.

SECTION 5. SELECTION RESULTS

A. Final Selection Process

Selection of an applicant will be determined upon the following:

1. Verification results of a complete, updated application (results must be satisfactory and within the NCIHA time frame requirements).
2. Meeting the following requirements, preferences, program eligibility, project eligibility, lease period requirements, and preference requirements
3. Receipt of letter from the NCIHA Executive Director stating determination of final selection.

B. Rejection of Offers

Rejection of one (1) offer by an Applicant will result in removal from the waiting list for six (6) months and then they can reapply.

SECTION 6. PROGRAM PRIORITY POINTS

A. Program Specific Priority Points

Each NCIHA Program has different priority points which are described in the applicable program criteria section.

B. Low-Rent Priorities

The following priority points will be applied when preselecting participants for the Low-Rent Program admission:

Priorities in Selection of Renters from Preference

- | | |
|---|-------------------|
| 1. Families with kids (point for each kid) | 100 Points |
| 2. Families with college students | 70 pts |
| 3. Head of Household or Co-Heads with disabilities | 60 pts |
| 4. Those who can contribute cultural or essential services to the community, i.e., language, regalia, baskets, first responders, etc. | 50 pts |
| 5. Those whose housing needs could not be met in the private market | 40 pts |

SECTION 3. SPECIFIC PROGRAM CRITERIA

See the following **Part XXXIX** for specific program criteria.

PART XIV OCCUPANCY

A. Authorized Occupants:

Only the persons listed on the Agreement will be permitted to occupy the unit. The NCIHA Executive Director must be notified within thirty (30) days when changes to the household occur. Eligibility must be certified prior to any additional persons taking occupancy.

B. Exclusive Use:

The premises are intended for the exclusive use and occupancy of those on the Admissions and Occupancy Agreement. A condition for selection is that the family agrees to use the home as their principal residence during the term of the Agreement.

Except as expressly provided herein, no named participant may own or lease another home, including a single-family residence, cooperative, condominium, or other dwelling unit. Moreover, it is required that every name participant, regardless of whether that named participant owns or leases another home of any sort, must reside exclusively in the name participant's low-rent home.

To reside exclusively means that the named participant or named participants may not be absent for a period of more than 30 consecutive days from the leased premises and occupies the residence 90% of the time in a three-month period. If necessary, the participant shall have the right to request from the NCIHA authorization for extended leave from the residence.

C. Guests or Visitors:

1. "**Guest**" means a person not listed as an occupant in the Agreement and who is/was in the unit with the participant family's implied or express consent.
2. Guests or visitors of the participant may be accommodated no longer than a period of two (2) weeks. If any visit will extend beyond two (2) weeks, the participant must notify the NCIHA Executive Director, stating the reasons for the extended visit and the duration of the visit. Based on the circumstances, the NCIHA Executive Director will determine if there is an occupancy change warranting an application and an interim recertification, including a criminal background check and income level verification.
3. The number of guests or visitors may not exceed the occupancy standards.
4. Only a member of the participant family listed in the Agreement may receive mail at participant's address.

5. When needed, a participant shall request in writing The NCIHA Executive Director's approval for a live-in aide. A medical doctor shall verify in writing a participant family's need for a live-in aide and the amount of time the live-in aide is required. A live-in aide must meet all participant selection criteria as outlined in the NCIHA Admissions and Occupancy Policy and comply with the appropriate Agreement.

D. Unauthorized Occupants

The NCIHA Executive Director will consider unauthorized occupants to be trespassers. The participant family in tenancy who allows an unauthorized occupant to reside in their unit is not in compliance with the lease and is subject to termination of tenancy. Some examples of unauthorized occupants include:

1. A former participant of the NCIHA who has previously been evicted, unless the previously evicted participant has paid all outstanding balances in full to NCIHA and will be a suitable participant as determined by the participant Selection Committee and Tribal Screening Committees.
2. Persons that have joined the household without undergoing screening.
3. Persons that stay in the unit beyond an authorized period.
4. A person (often a relative) that came to the unit as an extended visitor because the person needed support, for example, after a medical procedure but stayed on in the unit beyond the NCIHA's time restriction.

E. Pre-Occupancy Requirements

1. Upon a vacancy, the applicant on top of the Rental Program waiting list shall be notified in writing that the home is available for occupancy as of the date specified in the notice ("Date of Occupancy").
2. Final Occupancy Interview. NCIHA staff will conduct a Final Occupancy Interview with the applicant prior to occupancy of the home. At that time, the applicant shall supply current income and other necessary data for determination of the required monthly payment. At the Final Occupancy Interview, NCIHA shall review with the selected applicant, the applicant's responsibilities as a participant.
3. Participant Education Program. Each participant shall be required to participate in and cooperate fully in any pre-occupancy and post occupancy participant education counseling programs scheduled by NCIHA. Failure without good cause to participate in all sessions shall constitute a basis for disqualification from the program.
4. Execution of Rental Agreement. The participant shall execute a Rental Agreement before occupancy. The Agreement shall be signed by the Head

of Household and co-applicant. The Director or his/her designee shall sign the Agreement on behalf of NCIHA. One copy shall be given to the participant, and the original shall remain in the participant file.

5. **Occupancy by non-tribal members.** Prior to occupancy, NCIHA shall inform the participant that occupancy of the home by non-tribal members of the participant's household is subject to the consent and laws of the tribe under the NCIHA, including the right of the NCIHA to exclude non-tribal members from its lands.
6. **Pre-Occupancy Move-In Inspection.** NCIHA and the selected participant shall jointly conduct a formal move-in inspection of the unit immediately before occupancy. The inspection shall involve an inspection of the entire unit, including all appliances and mechanical equipment. The participant shall sign a copy of the inspection upon completion either concurring with the inspection or stating objections, if any. If the participant makes a statement of objections, NCIHA shall prepare a corrective action plan within five (5) days.

F. Occupancy Standards

To avoid overcrowding and prevent waste of space, dwellings are to be assigned in accordance with the occupancy standards set forth below. When it is found that the size of the dwelling is no longer suitable for the family, in accordance with these standards, the family is to be required to move to a dwelling of appropriate size. These minimum and maximum standards may be waived when necessary to make temporary use of available vacant units or to house families in urgent need.

The number, age, sex, and relationship of person permitted to occupy a bedroom should meet reasonable standards of health and privacy and allow flexibility to accommodate changes in family composition and stay within the following limits as feasible

Number of Bedrooms	Number of Persons
2	1-4
3	3-6
4	4-8
5	5-10

Dwellings will be assigned so as not to require use of the living room for sleeping purposes.

1. Four and five-bedroom units constructed after the enactment of these Policies shall have a minimum of two bathrooms if at least six persons will occupy the unit.

2. Where a family exceeds the maximum number of persons, the family shall be provided with the most appropriately sized unit to accommodate the family.
3. A single parent will receive a unit with a bedroom for the parent separate from the bedrooms for the children
4. If a vacancy exists in a unit with more bedrooms than a family requires, and there is no other family eligible for the unit size, the family may occupy the unit even if the number of bedrooms in the unit is more than the family requires.
5. When the family expects a decrease in the household composition within the period of occupancy.

Every family member regardless of age is to be counted as a person. An unborn child will not be counted as a person for purposes of occupancy.

G. Occupancy with Respect to Income Requirements

To remain eligible for the Low Rental Housing Program at least one household member must be employed or be receiving income to include, but not limited to: cash grant for public assistance, Social Security, Unemployment Benefits, Tribal Per Capita, Revenue Sharing Trust Fund, etc.

If it is found that a participant does not have income and they have been given an opportunity to provide proof of income, a termination action shall be initiated.

Initial notification will be provided to participant giving them 90 days to show proof of income. If a participant does not provide proof of income within this timeframe, NCIHA shall initiate the termination process in-house.

PART XV CONDUCT

SECTION 1. PEACEFUL ENJOYMENT

Participants shall respect the peaceful enjoyment of the community and see that their guest does the same. It is the responsibility of the participant to keep their children under control at all times. Neither participant, their children, guests nor any other person staying or visiting the participant shall cause unreasonably loud or disturbing noise, especially between the hours of 10 p.m. to 8 a.m. The excessive use of alcohol, partying, fighting, quarreling, violent behavior/assaultive and any other action or activities that interfere with or disturb the health, safety, or right to peaceful enjoyment of the premises by other participants is prohibited.

SECTION 2. SAFE ENVIRONMENT

It is the responsibility of the NCIHA and the participant to maintain a safe environment.

SECTION 3. MANNER OF CONDUCT

Participants shall conduct themselves and cause other persons who are on the premises with their consent to conduct themselves in a manner that will not disturb his/her neighbors' peaceful enjoyment of their accommodations and will be conducive to maintaining the neighborhood in a decent, safe, and sanitary condition. Participants shall refrain from and require his household and guests to refrain from destroying, defacing, damaging, or removing any part of the home or grounds.

PART XVI CALCULATING RENTAL PAYMENTS

SECTION 1. OVERVIEW

A. Maximum Low Rent Charges

No low-income family will be charged more than 30% of adjusted gross income. The NCIHA will charge 30% of adjusted gross income for all non-senior renters. Calculation of housing assistance must adhere to the following steps:

1. Calculate anticipated gross annual income as discussed in Part VII, Section 3, A.
2. Subtract permitted allowances/deductions.
3. Divide by 12 months.

4. Multiply by percentage of income being charged by program percentage.

B. Review of Allowances/Deductions

Part XI, Section 1, A, details the various types of deductions, allowances required statutorily. The NCIHA Executive Director will apply those deductions and allowances that are applicable to the family.

SECTION 2. CALCULATING LOW-RENT PAYMENTS

A. Rent Basis

1. Calculate projected annual gross income in Part VII, Section 3, A).
2. Rent calculation will be based on 30% of adjusted gross income of the household.
3. Gross Annual income will be adjusted by the applicable deductions fully described in **Part XI, Section 1, A**.
 - a. Dependents \$480.
 - b. Documented childcare to enable a head of household to work or go to school.
 - c. Elderly deduction of \$400 per household where the head of household is 62 years or older.
 - d. Travel expenses to enable a head of household to work or go to school, not to exceed \$25 a week per household. This applies to those who can document mileage at more than 25 miles or more between work and home.
 - e. Utility allowance of \$75 per month.

B. Ceiling Rents for Low-Income Rentals

Fair market rents for the area as published by HUD annually will be used by the NCIHA as the ceiling rents for low-rent units

SECTION 3. PAYMENTS LOW-INCOME SENIORS/DISABLED FAMILY

1. Calculate projected annual gross income in **Part VII, Section 3, A**).
2. Rent will be based on **15%** of adjusted gross income of the household.

3. Gross Annual income will be adjusted by applicable deductions described in Part XI, Section 1, A.
 - a. Dependents \$480.
 - b. Documented childcare to enable a household member to work or attend school.
 - c. Elderly deduction of \$400 per household where the head of household is 62 years or older.
 - d. Applicable travel expenses enabling someone to work or go to further their education.
 - e. Medical allowances that exceed 3% of gross annual income.

SECTION 4. PAYMENTS FOR LOW-INCOME FAMILY

1. Calculate projected annual gross income (Part VII, Section 3, A).
2. Rent will be based on 22% of adjusted gross income of the household.
3. Gross Annual income will be adjusted by applicable deductions described in Part XI, Section 1, A.
 - a. Dependents \$480.
 - b. Documented childcare to enable a household member to work or attend school.
 - c. Elderly deduction of \$400 per household where the head of household is 62 years or older.
 - d. Applicable travel expenses enabling someone to work or go to further their education.
 - e. Out of pocket medical expenses that exceed 3% of gross annual income.

PART XVII

SECTION 1. CALCULATING NON-LOW INCOME RENT

The NCIHA will provide NAHASDA assistance to non-low income families who have a verifiable housing need that cannot be met without IHBG assistance; however, a non-low income Indian family will not receive the same dollar benefits provided to a low-income Indian family.

SECTION 2. DETERMINING AND DOCUMENTING NEED

To assist non-low income families, it must be demonstrated that the family has a housing need that cannot be met without IHBG funds. Staff shall make this determination using Attachment B which outlines and identifies various housing needs as well as the type of documentation needed to substantiate a non-low income applicant's request.

A. Conditions

The amount of assistance to non-low income families will be not be the same as assistance to low to moderate income families as per 24 CFR 1000.110.

The NCIHA may use up to 10% of the amount planned for the tribal program year for families whose income falls within 80 to 100 percent of the median income without HUD approval. HUD approval is required if NCIHA plans to use more than 10% of the amount planned for the tribal program year for such assistance or to provide housing for families with income over 100 percent of median income.

B. Calculations for non-low income families

If non-low income families will be served, annual gross income will be calculated in accordance with Part VII, Section 3, A. However, the calculation of rents and other assistance is in accordance with 24 CFR 1000.110 (d) (1 – 2):

- a. The rent (including homebuyer payments under a lease purchase agreement) to be paid by a non-low income family cannot be less than: $(\text{Income of non-low income family} / \text{Income of family at 80 percent of median income}) \times (\text{Rental payment of family at 80 percent of median income})$, but need not exceed the fair market rent or value of the unit.
- b. Other assistance, including down payment assistance, to non-low income families, cannot exceed: $(\text{Income of family at 80\% of median income} / \text{Income of non-low income family}) \times (\text{Present value of the assistance provided to a family at 80 percent of median income})$.

EXAMPLE: Calculating Non-Low-Income Rent Assistance for Initial Occupancy

Income of non-low-income family \div Income of family at 80 percent of median income

X Rental payment of family at 80% of median income

Family of 4	$\$65,000 \div \$52,560 = 1.23$
$1.23 \times$	$\$550 \text{ low-income rent} = \676
CHARGE \$676	

C. Amount of Rental Assistance for Continued Occupancy

Families who were initially low-income but are now determined to be non-low-income will pay according to the formula amount for continued occupancy.

SECTION 3. CALCULATING OTHER ASSISTANCE

The NCIHA provides the following assistance to participants:

- Closing Costs Assistance
- Down Payment Assistance

A. Amount of Down Payment Assistance

Other assistance provided to non-low-income families cannot exceed: (Income of low-income family at 80 percent of median income \div Income of non-low-income family) \times the maximum assistance provided to family at 80 percent of median income).

EXAMPLE: Calculating Non-Low-Income Rent Assistance for Initial Occupancy

Income of non-low-income family \div Income of family at 80 percent of median income	
X	
	Rental payment of family at 80% of median income

Family of 4	$\$52,560 \div \$65,000 = 81\%$
$81\% \times$	$\$40,000 \text{ Max Down Payment Assistance for Low-Income Family} = \$32,400$

B. Calculating Assistance for Continued Occupancy

Families who were initially low-income but are now determined to be non-low-income will pay the amount determined by the formula cited above. Over-income families will not be assisted.

PART XVIII CALCULATIONS FOR ESSENTIAL FAMILIES

House payments for essential families will be based on the percentage of their adjusted gross income or, if non-low income, in accordance with the non-low-income formula..

PART XIX OTHER CHARGES

SECTION 1. OVERVIEW

A. Payment Due Dates

All payments are due on the first day of each month but will be considered on time if received no later than the fifth of the month by close of business.

B. Charges

Any charges to participants will be billed by the NCIHA to the participants as additional rent.

C. Temporary Absence Precautions

Charges incurred for boarding up units due to temporary absences will be charged to the participant.

D. Participant Damage

Charges for participant damage will be charged to the participant.

E. Late Payments

If the required house payment is not received by the close of business (4:00pm) on the 5th day of the month, a \$25 late fee will be added to the amount due with exceptions to agreements or payroll deduct with other Tribal Programs. This does not include payroll deducted rent payments that are submitted to the NCIHA late. Efforts to collect continued delinquencies will be in accordance with the Collection and Eviction Section of this Policy, which includes, but is not limited to the following:

1. **Application of Payments:** Payments made as rent will be applied at the NCIHA Executive Director discretion to any outstanding balances, which may include rent, or any other balances owed.
2. **Partial Payments Conditions:** The NCIHA retains the right to accept partial payments after a delinquency notice or termination notice has been issued. The NCIHA's acceptance of any such partial payments does not constitute a waiver of the NCIHA's rights under any such notice.

F. Collections

Costs incurred by the NCIHA will be charged to the participant.

G. Returned Checks:

A minimum of \$35 will be charged for checks returned for non-sufficient funds or account closed.

H. Work Order Charges

Any charges to the participant for participant damage, improvements, key replacement, unlocking premises, vehicle towing, trash removal, etc. will be billed to the participant as a work order charge for labor and materials and billed as additional rent.

SECTION 2. SECURITY, DAMAGE AND CLEANING DEPOSIT

A. Condition of Premises

Participants in the NCIHA Program must stipulate that they have examined the premises, including the grounds, buildings, improvements and appliances (if any), and that they are, at the time of move-in, in good order, good repair, safe, clean and in good condition, and participant accepts the same as is and with all faults. A Move-In Inspection form will be used to determine the condition and cleanliness of the premises at the beginning of tenancy and a Move-Out Inspection form will be used at the termination of tenancy.

B. Fee Policy

Participants are required to provide a deposit of Eight Hundred (\$800.00) refundable fee. The deposit is to be paid in full prior to move-in. The NCIHA Executive Director is authorized to make alternative arrangements for payment of the deposit for low-rent, but payment cannot exceed six (6) months from the date of move-in.

C. Deposit Refunds

If the unit is left in a healthy, clean, and safe manner as described below, the NCIHA will release half of the cleaning fee and will be subject to additional terms and conditions:

1. At the expiration of the term of the agreement or other termination, there is no damage to the property beyond ordinary wear and tear, no parts or household fixtures require replacement, and the property is in the same condition of cleanliness.
2. There are no unpaid late charges, delinquent rents, or any other unpaid charges.
3. All keys are returned (house charges will continue until all keys are returned or a written, signed letter from the lessee(s) stating that the keys are lost is received at the NCIHA office).
4. All debris, rubbish, and discards are disposed in a proper manner located off premises.
5. Forwarding address is left with the NCIHA Executive Director.
6. The deposit or remainder thereof, if any, after any required cleaning and repair, key replacement, etc., will be refunded within ninety (90) days, to the greatest extent feasible, by check made payable to each person signing the agreement as the lessee(s) and mailed to the forwarding address.

PART XX LEASING

GENERAL AGREEMENT REQUIREMENTS

A. Minimum Lease Provisions

Renting NCIHA dwelling units will be governed by a lease agreement that:

1. Provides for a 3-month probationary period;
2. Provides for a month-to-month lease upon meeting the obligations set forth in the probationary lease;
3. Requires the NCIHA and participants to maintain the home in compliance with NCIHA housing standards;
4. Requires written notice of termination of the lease;
5. Identifies lessor and lessee rights and responsibilities;

6. Describes participants' rights to due process;
7. Explains grounds for termination.

B. Bilateral Agreement

The NCIHA lease is a legal contract between the NCIHA and a participant establishing the rights and obligations of the NCIHA and the participants. Both parties must sign any amendments to the agreement.

C. Requirements

1. The lease must be executed by the NCIHA Executive Director and the head and cohead of the household.
2. Before the participant family executes the lease, the NCIHA Staff should review the terms of the lease with the participant and answer any questions new participants may have before its execution. Staff should be sensitive to any special communications needs of new participants with disabilities and/or limited **English proficiency**.
3. All the adult members of the household must be present during the review of the lease.
4. A copy of the signed lease should be provided to the participant and a second copy should be maintained in the participant's file. The lease will be signed after the dwelling unit has been inspected and documented to be in safe, decent, and sanitary condition.
5. When an Applicant accepts a unit, the NCIHA Executive Director conducts a pre-occupancy or move-in inspection with the participant. The NCIHA Executive Director must provide the participant with a written statement or form noting the conditions of the dwelling unit and the equipment or appliances provided with the unit.
6. The lease must reflect the method of determining payment.
7. Conditions governing occupancy must be included in the lease.

SECTION 2. UTILITIES

A. Participant Responsibility

The participant shall be responsible for arranging and paying for all electric and propane utility services required on the premises. Promptly upon execution of the agreement, the participant shall furnish to the NCIHA Executive Director evidence that all arrangements

with the proper utility companies for commencing services in the participant's name have been completed.

B. Water & Solid Waste Removal

1. Water will be provided by the NCIHA.
2. Each participant is required to provide their garbage cans for solid waste storage and removal. These cans are to be in a form acceptable to the local trash collection agency. The participant is responsible to place the can at the curbside for pick up. Solid waste disposal will be provided by the NCIHA.

C. Access to Utilities

Each participant shall be responsible for ensuring that there be no obstructions to access any water meter, water shut off valve, sewer clean-out, electrical/telephone/cable TV pedestal which may be located on the leased premises.

D. Non-compliance

Failure on the part of the participant to provide all necessary utility services, including payment for utilities or deposits for utility services, during any part of the term of this Agreement is grounds for immediate termination of the Agreement. Participants will have three (3) business days to provide evidence to the NCIHA Executive Director that any or all of the services have been fully restored. Failure to comply will initiate a Notice to Quit or termination.

SECTION 3. EXECUTION

A. Execution of Dwelling Lease

The head and cohead of each family accepted as a participant is required to execute the dwelling lease. A copy of the dwelling lease is to be given to the lessee and the original is to be filed in the permanent record folder established for the family.

B. Signer of Dwelling Lease No Longer Living in Dwelling Unit

If, through any cause, a signor of the dwelling lease ceases to be a member of the participant family, the remaining adult member(s) of the family may apply. The remaining adult member(s) must meet the preference requirements and be determined as eligible for occupancy. If this is not possible, the unit must be vacated and offered to the next families on the waiting list.

C. Authorized Signer for the NCIHA

The NCIHA Executive Director must sign all contracts and amendments.

D. Change in the participant's Status

If, at any time during the life of the dwelling lease, any other change in the participant's status results in the need to change or amend any provisions of the lease, or if this Authority desires to waive any provisions with respect to the participant (1) the existing lease is to be cancelled and a new lease executed or (2) an appropriate rider is to be prepared and made a part of the existing lease.

SECTION 4. TRANSFER OF PARTICIPANT TO ANOTHER UNIT

Transfers are not permitted.

PART XXI MOVE-IN PROCESS

A. Move-In Inspection

The NCIHA Executive Director will conduct a move-in inspection with the participant prior to signing the agreement and before the participant takes occupancy.

B. Purpose

The pre-occupancy move-in inspection is performed to document the condition of the unit at the time of move-in, to verify the unit is in standard condition, to assure that it is ready for occupancy, and to note any needed repairs or deficiencies. The move-in inspection and subsequent inspections provide the information that is used to compare to the information gathered during the move-out inspection. A comparison of inspection forms provides the basis for determining whether or not the unit is in the same condition as it was when it was first rented.

C. Defects Discovered

Any defects discovered during the move-in inspection should be corrected within thirty (30) days of move-in. Applicants have the right to refuse a unit with serious defects as a good cause refusal without losing their position on the waiting list.

D. Photos

NCIHA Executive Director will take photographs of units at move-in and subsequent inspections to provide further documentation of the unit's condition.

E. Warranty Period

The NCIHA has a one-year warranty period for items that have been replaced or repaired by the NCIHA maintenance staff. The one-year warranty period commences on the date of acceptance of the repair work. Participants occupying rental units are not

responsible for the costs associated with repairing warranty items, unless the need for the repair is a result of participant damage or neglect. Participant responsibility for maintenance in homeownership opportunity programs can be found in the specific program policy or in the applicable agreement.

PART XXII MAINTENANCE AND REPAIR

SECTION 1. RESPONSIBILITIES

A. Use of the Home

1. The participant and the NCIHA are jointly responsible to the Tribe and future generations for ensuring that homes are used properly and well maintained.
2. It is the responsibility of each participant to take pride in their home by keeping it and the grounds in a decent, safe, and sanitary condition at all times.

B. Program Requirements

Specific responsibility and procedures for maintenance and repair depends on the specific housing assistance requirements outlined by the specific program and/or the applicable Agreement.

1. **Low-Rent participant's Responsibility:** The NCIHA is responsible for providing maintenance for all rental units resulting from normal wear and "tear. participants are responsible for any participant damage or neglect, including damage resulting from failure to report maintenance problems or from poor housekeeping practices.

C. Notification

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

SECTION 2. CORRECTIVE ACTION PLAN

A. Low Rent Participants

Although the NCIHA is responsible for low-rent participants' units, failure of Low-Rent participants to meet the maintenance standards described in the Low-Rent

Agreement or in these policies constitutes a breach of the Agreement and is grounds for termination. Any corrective action plan for which a low rent participant must comply will describe the following:

1. Maintenance/Housekeeping work to be done.
2. Time within which the work is to be completed by the NCIHA maintenance staff for all rentals.
3. Subsequent follow-up inspection to be performed to check completion and quality of work.

B. Health and Safety Conditions

If the condition of the property creates a threat to the life, health or safety of the occupants or a situation which will lead to damage of the unit, and the participant fails to correct the deficiency in an expeditious manner or in a time period specified by the NCIHA Executive Director, the NCIHA Executive Director shall have the work done, and charge the cost thereof to the participant as additional rent.

C. Work Order

Any work performed by the NCIHA shall be documented by a work order or equivalent process stating the nature of and the charge, if any, for the work.

D. Charges

The participant will be charged for any non-covered work performed by the NCIHA.

E. Insurance

The NCIHA is responsible for carrying insurance on the structure of all property owned by the NCIHA. Participants are responsible for payment of the deductible for damage covered by NCIHA's insurance carrier. The NCIHA Executive Director will make the determination to charge or not to charge a participant for the difference between the amount the insurance company covers and the total cost to repair or replace a unit.

F. Contents Insurance

The NCIHA does not provide contents insurance and will not be liable for damages to participants' contents. All participants will be counseled about the importance of content insurance.

PART XXIII INSPECTION

A. Purpose

The NCIHA shall inspect all Low Rent homes at reasonable times with reasonable notice to verify that the maintenance and housekeeping of the home is consistent with, but not limited to, the standards identified in **Part XXIV** of this policy, or that the participant is in compliance with program requirements and the provisions of this policy. NCIHA Executive Director will promptly provide a follow-up notification to the participant in writing of the date, time, and findings of such entry and any corrective action plan.

B. Right of Access

Although access may be made without notice, generally a letter must be sent to the participant indicating the date and time that the NCIHA requires access to the unit. The NCIHA Executive Director will provide a minimum 24-hour notice by posting on participant unit door and/or by mail. Situations in which the NCIHA Executive Director may enter the premises without the participant present or without notice are as follows:

1. Emergency and urgent situations may necessitate entry without permission of or notice to the participant. However, the access without notice will be documented and a letter of such entry and the findings will be sent to the participant soon after the inspection.
2. Although a notice has been sent indicating the date and time for the inspection, the participant is not present and didn't notify the NCIHA Executive Director of an alternate time. The NCIHA staff will enter the premises to complete the inspection on the date and time previously submitted to the participant. The NCIHA staff will promptly provide a follow-up notification to the participant in writing of the date, time, and findings of such entry and any corrective action plan.

C. Applicability

All program participants are subject to the Inspection requirements.

D. Frequency

Inspections will be conducted at least annually to ensure that the participant is meeting their responsibility for providing routine and non-routine maintenance.

1. New participants

- a. Schedule monthly inspections for at least the next three (3) months and will meet the mandatory attendance at the maintenance counseling class, known as the “Better Renter's Series”.
 - b. Upon a satisfactory determination that the participant is meeting his maintenance obligations, schedule inspections every three (3) months.
 - c. Upon a satisfactory determination that the participant is meeting his maintenance obligations, schedule inspections every six (6) months.
 - d. Upon a satisfactory determination that the participant is meeting his maintenance obligations, schedule inspections every year.
2. Existing participants
- a. Schedule a regular inspection at least annually. Upon a satisfactory determination that the participant is meeting his maintenance obligations and is in compliance with the terms of the lease, schedule the next inspection for next year.
 - b. Upon a dissatisfactory determination, apply appropriate level of scheduled inspections to ensure that corrected action has been taken. Depending on the severity, the NCIHA Executive Director will prescribe a schedule accordingly.
 - c. Upon a serious finding of non-compliance, terminate or follow procedure for new participants.

E. Drug-Related Inspection

Participants that have been identified and are suspected of drug manufacturing will be subject to an inspection immediately upon identification. The NCIHA will visit the home unannounced and exercise their right to inspect “without prior notice when there is reasonable cause to believe than an emergency exists.

The Participant will be notified in writing at the time of entry, the date, time, and purpose of the entry.

If the inspection made by the NCIHA staff concludes that there is a reasonable suspicion that drug manufacturing has occurred in the home the following actions will commence:

1. Testing by a certified analytical laboratory will be ordered immediately.
2. The appropriate drug enforcement agency will be notified of the potential drug manufacturing and testing procedures.

F. Corrective Action

Non-compliance issues may warrant immediate termination of assistance and a notice to vacate. For rental units, any item that is found to be missing or in need of repair- whether intentional or unintentional, is to be repaired or replaced by the NCIHA maintenance staff. Generally, the following procedures will be followed for correcting housekeeping or participant damage issues:

1. A letter will be sent to the participant indicating the corrective action the participant needs to make within a set time frame. The participant will also be notified that the NCIHA will make the repair and charge the participant directly.
2. In the case of rental units, the NCIHA notifies the participant of the date and time the maintenance crew will make the repair and the estimated costs.
3. A work order is issued for all repair work scheduled, indicating the labor and materials to be charged to the participant.
4. Inspections of the unit are then scheduled in accordance with the need as determined by the NCIHA Executive Director.

G. Non-compliance

Participant's refusal to allow the NCIHA Executive Director to enter the premises constitutes a breach of the NCIHA Housing Program policies and lease.

PART XXIV HOUSKEEPING STANDARDS

SECTION 1. RESPONSIBILITY

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

A. NCIHA Responsibility

The standards that follow will be applied fairly and uniformly to all participants. The NCIHA Executive Director will inspect each unit at least annually, to determine compliance with the standards. Upon completion of an inspection, the NCIHA Executive Director will notify the participant in writing if he fails to comply with the standards. The NCIHA Executive Director will advise the participant of the specific correction(s) that the participant will be required to perform to establish compliance and indicate whether or not mandatory counseling is required. Within a reasonable

period of time, the NCIHA Executive Director will schedule a second inspection. Failure to comply with three (3) requests for unit inspection within thirty (30) days will constitute a violation of the Policy and is grounds for termination of the Agreement and may result in eviction. Training will be available at no cost to the participant requesting or needing assistance in complying with the Housekeeping Standards.

B. Participant Responsibility

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

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

HOUSEKEEPING STANDARDS - INTERIOR

General

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

Kitchen

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

- Trash/garbage should be stored in a covered container until removed to the disposal area.

Bathroom

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

Storage Areas

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

HOUSEKEEPING STANDARDS – EXTERIOR

- Yards are to be free of debris, trash, and inoperable vehicle and vehicle parts.
- Exterior walls should be free of graffiti.
- Porches (front and rear) should be clean and free of hazards. No items are to be stored on the porch. Outdoor porch furnishings shall not impede access to the unit.
- Steps (front and rear) should be clean and free of hazards.
- Sidewalks should be clean and free of hazards.
- Storm doors should be clean, with glass or screens intact.
- Hallways should be clean and free of hazards.
- Yards are to be maintained at the participant's expense.
- Maintenance staff must be able to maintain the grounds.
- Laundry areas should be clean and neat. Lint should be removed from dryers after use.
- Utility room should be free of debris, motor vehicle parts, and flammable materials.
- Garbage cans, gardening tools, equipment, bicycles, and other personal belongings must be stored in the participant's carport, garage, or storage shed.
- Furniture left outside a home shall be limited to outdoor or patio furniture. No household appliance or upholstered furniture can be placed outside of

the home. Storage of any type beneath the home, including any material of an illegal or explosive nature, is prohibited.

- Dead animals or dead animal parts are not to be stored outside the premises for long periods of time.

PART XXV XXVI. RECERTIFICATION PROCESS

SECTION 1. ANNUAL RECERTIFICATION

A. Applicability

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

B. Exceptions

1. HUD Low-Rent participants who are paying the maximum will only need to sign the Privacy Act Statement for release of information, and the household composition form as part of the recertification process.
2. Families with zero or who are below income limits will be recertified every ninety (90) days and required to complete a zero-income questionnaire/statement and an affidavit of zero or minimal income. Families will be required to provide documentation of household expenses and how the expenses are paid. All cash and non-cash contributions to support the household will be considered as household income. The NCIHA Executive Director will continue this process until the income is no longer zero or minimal.

SECTION 2. PURPOSE OF RECERTIFICATION

Recertification is conducted to:

1. Ensure participants meet their lease obligations.
2. Reevaluate the appropriateness of the participant's program; and
3. Reevaluate family composition.
4. Recertify household income/assets.

SECTION 3. SCHEDULING, EFFECTIVE DATES

NCIHA's annual recertification process commences July 1st through September 30th, each calendar year.

Increases in rent that result from the Annual Re-examination of Eligibility and Adjustment of Rent will become effective October 1st, of each year (retroactively if necessary). Decreases in rent will follow the same procedures described below.

SECTION 4. SPECIAL REEXAMINATIONS

If at any time of Admission or Reexamination, a family is clearly of low income, but it is not possible to make an estimate of Family Income for the next twelve-month period with any degree of accuracy because:

- a. A participant is unemployed and there are no anticipated prospects of employment; or
- b. The conditions of employment and/or receipt of income are so unstable as to invalidate usual and normal standards for determination, a special re-examination shall be scheduled for a specified time (either 30,60, 90, or 120 days) depending upon the staff member's estimate of time required for the family circumstances to stabilize.

If at the time of such special re-examination, it is still not possible to make a reasonable estimate of Family Income, special re-examinations shall continue to be scheduled and conducted until such time as a reasonable estimate of Family Income can be made for the next twelve months.

Families whose past employment has been sporadic or who are on welfare, then work, then are unemployed, should not be given special re-examinations if such an income pattern is expected to continue – as a reasonable twelve months estimate of their income may be based upon past income and present rate of income.

A. Changes in Family Status

Participants are to report all changes in family composition, income, and assets as they occur.

B. Change in Family Composition Issues

New persons may not be added to the household without the NCIHA Executive Director's prior written approval (other than a child by birth) and only after proper documentation has been submitted by the family and approved by the NCIHA Executive Director. Additional considerations include:

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

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

C. Change in Principal Residence Status

A change resulting in the head of household's temporary absence due to the need to reside in a health facility requires an interim recertification requiring the participant to:

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

SECTION 2. INTERIM RECERTIFICATION

A. Circumstances

Any participant who reports a change in family circumstances (such as a significant decrease in income) shall be given an interim income redetermination. In the event the rent is decreased in accordance with this provision, the participant must report

all changes in family circumstances which would result in an increased rent (such as an increase in income) which occur prior to the next regular reexamination and the rent will be appropriately adjusted to reflect anticipated annual income.

1. The participant must furnish the NCIHA, once each year or more often as requested by the NCIHA, accurate documentation as required by the NCIHA concerning income, employment, assets, and family composition for use by NCIHA as to whether the participant continues to be eligible for the Program.
2. A failure to provide accurate and complete information within fourteen (14) days of the request is grounds for termination of participation in the program.
3. If it is found that the participant now or hereafter intentionally or unintentionally misrepresented to NCIHA his/her income, employment, assets, or family composition, then in that event the rent will be adjusted retroactive to the date of the prior determination and is grounds for termination of participation in the Program.
4. In the event of any rent adjustment, NCIHA will provide a Notice of Rent Adjustment to the participant. The change in rent will become effective on the first day of the month following the month in which the change in income occurred as long as the participant provided notice by the 15th of the month.
5. If the NCIHA Executive Director determines that because of a decrease in the participant's income that the participant is no longer eligible for the Program, the rent will decrease to the minimum rent established for the home as set forth by the NCIHA. If participant is unable to meet the minimum payment requirement, participation in the Program will be terminated thirty (60) days from the date of notice that the participant no longer qualifies for the Program.
6. Interim redeterminations may be conducted as required by the NCIHA.
7. Failure to report the occurrences of changes and complete the required forms will result in retroactive rent charges or other action appropriate to the violation.

B. Process

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

C. Adjustments

Any participant who reports a change in family circumstances (such as decrease in income) shall be given an interim income re-determination and if, upon verification, it is determined the existing Gross Rent exceeds 30% of the participant's Family Income, an appropriate adjustment shall be effected. In the event the rent is decreased in accordance with this provision, the participant must report all changes in family circumstances which would result in an increased Gross Rent (such as an increase in income) which occurs prior to the next regular re-examination, the Gross Rent will be appropriately adjusted.

D. Verification of Data

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

E. Certification

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

F. Action Required Following Reexamination

Within at least thirty (30) days after the participant has submitted all the required information needed to comply with continued occupancy, the participant is to be informed concerning:

- a. Eligibility status and, if ineligible, the action to be taken;
- b. An adjustment(s) with instructions for making changes if necessary (e.g., executing a new lease or amendment if required; payment arrangements, fair market rent charge, etc.) and
- c. Any instances of misrepresentation or non-compliance with the terms of the Agreement or program policy revealed through reexamination and any corrective action that is to be taken.

If, upon reexamination, it is found that the size or composition of a family or household has changed so that the unit occupied by the family contains a number of rooms less or greater than necessary to provide decent, safe and sanitary accommodations as described in the Occupancy Section of the Admissions and Occupancy Policy, the NCIHA Executive Director Staff shall make a determination to either give notice of at least thirty (30) days to the participant that the participant

will be required to move to another unit or all the participant to remain in the unit until the next reexamination.

SECTION 3. RETROACTIVE PAYMENT

- A.** If the reexamination discloses that the participant, at the time of admission or at any previous reexamination, made misrepresentations, intentional or unintentional, which have resulted in the paying of a lower rent and fee than he should have paid, the participant is required to pay the differences between what was paid and what should have been paid.
- B.** If it is found at the time of reexamination or at any other time that the participant has failed to report other changes in family circumstances and such changes would have required the participant to pay a higher rent, the increased rent is to be made retroactively to the month following the date on which the change of circumstances occurred.
- C.** Staff will enter retroactive calculation utilizing the Retroactive Calculation Worksheet.

SECTION 4. QUALITY CONTROL

A. File Review

After reviewing the application data, the NCIHA staff will make a written recommendation for action and submit the file to a second NCIHA staff who will provide a second review of the file and document in the file the action to be taken. If there is no agreement regarding the action to be taken, the information will be forwarded to the NCIHA Executive Director for review and action. All recommendations and actions are to be in the form of written documentation.

B. Concerns

In the event there are concerns regarding the information obtained, the staff will report the concerns to the NCIHA Executive Director. The NCIHA Executive Director will review the information and make a determination.

SECTION 5. NOTICES

The participant will be notified in writing at least ninety (90) days prior to the date of recertification. A second notice reminding the participant of his obligation will be submitted when no response is received. A third notice is submitted when there is no response to the two (2) notices previously sent. The third notice represents a notice of breach.

SECTION 6. REPORTING

A monthly report of the status of recertification will be completed by the NCIHA staff .

PART XXVI HOUSING COUNSELING

SECTION 1. OVERVIEW

The NCIHA will provide counseling and advice to participants with respect to property maintenance and financial management or such other matters as may be appropriate to the applicant and participant in improving their housing conditions and in meeting the responsibilities of tenancy.

A. Implementation

The NCIHA may provide the services directly or may enter into contracts with private or public organizations with special competence and knowledge in counseling families with respect to property maintenance, financial management or such other matters as may be appropriate to the Applicant and participant in improving their housing conditions and in meeting the responsibilities of tenancy.

B. Condition for Assistance

All Applicants for any housing assistance program offered by NCIHA will be required as a condition of acceptance to satisfactorily complete twelve (12) hours of rights and responsibilities of renting and one-on-one housing counseling as needed to meet the requirements with respect to property maintenance, financial management, and such other matters as may be appropriate.

C. One-on-One Counseling

The NCIHA will require such ongoing one-on-one counseling of participants who may demonstrate difficulty with meeting other obligation of leasing. Issues include, but are not limited to, credit standing, debt obligations, annual income or income characteristics, or unsatisfactory rental payments.

D. Post Counseling

The NCIHA will resume budget, debt management, home maintenance counseling, and related home counseling services for participants who satisfied the counseling requirements but subsequently become seriously deficient in meeting the requirements of their rental payment obligations until such time as that counseling service is no longer required and they are in compliance.

PART XXVII VEHICLE RESTRICTIONS

SECTION 1. PARKING

A. Limitations

No vehicle or equipment over 10,000 pounds gross vehicle weight is allowed to be parked on the street other than for service to the participant.

B. Inoperable Vehicles

Inoperable vehicles include boats, automobiles, snow machines, motorcycles, 4-wheelers, etc. Inoperable vehicles, vehicles with expired tags, recreational vehicles or vehicle parts may not be stored or left on driveway's home site, or anywhere in a NCIHA subdivision. Inoperable vehicles will be impounded or towed after issuance of a seven (7) -day written notice. The expense of such removal shall be assessed against the participant.

C. Parking Restrictions

1. participant parking is restricted to the participant's assigned parking area or parking pad if applicable.
2. Vehicles may not be parked on the street or parked in such a way as to extend into the street. Vehicles may not be parked in yards of the premises or on the lawns of common areas.
3. Guests may park their vehicles in a participant's driveway or other designated parking areas when visiting a participant but must ensure that they are parked in a location so as not to block any neighbor's access, or restrict traffic flow within the subdivision or violate fire standards.

SECTION 2. VIOLATIONS

Violators will be given seven (7) days to remove improperly parked or inoperable vehicles before vehicles are towed by the NCIHA at the expense of the participant.

PART XXVIII PETS & SERVICE ANIMALS

A. Pets Allowed

A cat and one leashed dog are permitted with written consent by the NCIHA Executive Director. No fees will be assessed. The following type and breeds of dogs are not permitted: Rottweiler, Pit Bull, and Dobermman.

B. Livestock or Poultry

No Livestock or poultry of any kind may be raised, bred, kept, or permitted on any home site.

C. Pets

1. No pets shall be kept, bred, or maintained for any personal or commercial purpose.
2. Pets that threaten the safety of the neighborhood, the NCIHA shall inform the participant to immediately remove the pet from the property. All dogs will be on a leash or secured in a fenced area. All animals must be confined while NCIHA employees or contracted vendors are performing their work at the home.
3. The participant will be warned only once regarding the need to get rid of the problem pet, thereafter, appropriate local agencies will be contacted, and termination of the applicable agreement may be initiated.

D. Non-compliance

1. Failure to comply with this policy is grounds for termination.

PART XXIX ALTERATIONS AND IMPROVEMENTS

A. Approval

The participant shall make no alterations to the buildings on the premises or construct any building or make other improvements on the premises, including painting of the interior or exterior, without the prior, express, and written consent of the NCIHA Executive Director.

B. Ownership of Improvements

All approved alterations, changes, and improvements built, constructed or placed on the premises by the participant, with the exception of fixtures removable without damage to the premises, and removable personal property, shall, unless otherwise provided by written agreement between NCIHA and the participant, be the property of the NCIHA and remain on the premises at the expiration or earlier termination of the program agreement.

C. Damages

Any damages resulting from alterations or improvements will be charged directly to the participant.

PART XXX ASSIGNMENT AND SUBLETTING

All units managed by the NCIHA must be used as the participant's principal residence. Consequently, subletting and assignment of the home are not permitted.

PART XXXI RISK OF LOSS/INSURANCE

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

A. Fire and Peril Insurance

NCIHA shall provide fire and other peril insurance on the premises during the lease period. In the event of any loss, the participant shall pay the insurance deductible. The NCIHA shall not be responsible for the loss of any of the participant's personal property by fire, theft, or any other reason.

B. Content Insurance

It shall be the sole responsibility of the participant during the lease period to obtain fire and other peril insurance covering their personal property.

C. Documentation

Evidence of the participant's understanding of the requirements for insurance shall be documented by a statement signed by the participant attesting to the receipt of information from the NCIHA Executive Director regarding insurance requirements.

PART XXXII FIRE

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

PART XXXIII PERSONAL PROPERTY

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

PART XXXIV ABANDONMENT

A. Personal Property

Upon termination of a lease agreement, the NCIHA Executive Director may store of any item of personal property abandoned by the participant. The NCIHA will store personal property up to 18 days after notice of abandoned property is delivered or mailed to the participant.

NCIHA shall store the abandoned personal property in a place of safekeeping and shall exercise reasonable care in storing the property. After the date given on the notice, the NCIHA may hold the property to release to the participant or sell the property in proper accordance with Government Code Section 6056.

After deduction for the costs of storage, advertising, and sale, any balance of the proceeds of the sale, which is not claimed by the former participant or an owner other than the participant, is paid into the treasury of NCIHA not later than 30 days after date of sale. Proceeds, if any, after such disposition may be applied to the payment of amounts owed by the participant to NCIHA.

The Housing Authority shall release the personal property to the participant or to any person the NCIHA reasonably believes to be the owner, if such participant or owner pays the reasonable cost of storage and takes possession of the property not later than the date specified in the notice for taking possession.

B. Premises

If at any time during the term of the lease, the participant abandons the premises for a period that exceeds fourteen (30) consecutive days and rent is owed, the NCIHA Executive Director may consider that the unit as abandoned. The NCIHA Executive Director may enter the premises by any means, without being liable for any prosecution for such entering, and without becoming liable to the participant for damages or for any payment of any kind whatever. NCIHA Executive Director may at its discretion re-let the premises, or any part of the premises, for the whole or any part of the unexpired term and may receive and collect all rent payable by virtue of such re-letting.

If NCIHA's right of re-entry is exercised following abandonment of the premises by the participant, then NCIHA Executive Director may consider any personal property belonging to the participant and left on the premises to also have been abandoned, in which case NCIHA Executive Director may dispose of all such personal property in any manner NCIHA Executive Director shall deem proper and is hereby relieved of all liability for doing so.

C. Notice

A written notice of termination for abandonment and any other breach will be sent to the participant. The notice will provide for the following:

1. Contact information
2. Right to respond
3. Right to cure breach
4. Description of breach of Agreement
5. Opportunity for request for hearing to be exercised within seven days of the date of the notice
6. Notice to quit possession or occupancy of the unit

Additional notice will be provided for abandonment of personal property. The notice shall specify all items left on the premises, and will also state that reasonable costs of storage may be charged before the property is returned, where the property may be claimed, and the date before which the claim must be made, or the property will be disposed of pursuant to Section 1988 of the Civil Code. The notice will be delivered in person or mailed to the last known address of the participant, and a copy of the notice shall be sent to the premises vacated by the participant.

D. Eviction Process

After all administrative remedies have been exhausted, the NCIHA Executive Director will commence eviction procedures in accordance with the NCIHA Collection and Eviction Policy.

PART XXXV SUCCESSION

A. Manner of Designation for Continued Occupancy:

When a head of household becomes deceased, the process to be followed includes

1. NCIHA shall arrange an interview with the successor(s) to determine if they wish to remain in the unit.
2. NCIHA shall execute a new lease with the remaining family member(s) upon a determination that they qualify.

B. Events Authorizing Successorship:

Death, physical or mental incapacity constitute an event.

C. Situations where Successorship will not be recognized:

1. The designated successor shall not succeed if the rental agreement is terminated for any reason other than death, physical or mental incapacity.
2. If the remaining family members do not wish to continue residing in the unit or are not eligible for occupancy.

D. Eligibility of Successor

The designated successor to a rental unit must meet all eligibility and selection requirements at the time the rental agreement is executed.

E. Designation of Successor

If the designated successor is not eligible or does not meet admission standards, the NCIHA Executive Director shall place the next eligible family from the waiting list into the unit.

PART XXXVI MOVE-OUT PROCESS

A. Move-Out Inspection

A Move-Out Inspection will be conducted within twenty-four (24) hours of obtaining legal possession of the unit. Staff shall prepare written findings using a standard Move-Out Inspection Form. The Move-Out Inspection shall provide information needed to complete a comparison of the information gathered during the Move-In Inspection process. A comparison of both inspections and interim inspections form the basis for determining whether the unit is in the same condition as it was when it was first rented.

B. Documentation Requirements

A NCIHA Move-Out Checklist and an Inspection Form must be used to document the move-out process. The participant must sign and date the Move-Out Inspection Form to verify any participant damage, document any needed routine repairs, etc. NCIHA Executive Director Staff must also sign the Move-Out Inspection form. If any deficiencies are noted, an estimate of all costs and a work order will be issued to make the repairs.

C. Punch List Items

Minor deficiencies that are readily repairable must be noted and a work order issued to make the repairs. The participant is not responsible for any charges related to the repair of noted punch list items. Any major deficiency must be corrected before occupancy can be permitted.

D. Procedures

NCIHA Executive Director shall prepare and implement procedures to ensure a smooth transition from the move-out process to the move-in process. Below is an outline of essential procedures that may be amended by the NCIHA as needed:

1. Move out checklist prepared and distributed.
2. Immediately arrange move-out inspection with participant
3. Move out inspection completed within 48 hours
4. Work Order request prepared.
5. Maintenance Department boards up
6. Cost estimate prepared
7. Cost estimate reviewed and approved.
8. Order appraisal (if applicable - i.e., Mutual Help Homes).
9. Inspect and prepare punch list.
10. Conduct final inspection.
11. Complete processing and forward applicable information to appropriate departments/staff and document approvals.
12. Process for billing.

PART XXXVII COLLECTIONS & EVICTIONS

A. Purpose

Living in NCIHA houses has both benefits and obligations, which go hand in hand as a “package deal”. In return for not having to pay for the full cost of a house, participants will be held fully accountable for those smaller payments they are required to make. Participants are expected to take full responsibility for their personal financial situation

to the extent of being able to make their monthly payments in full and on time, every month.

These required monthly payments are used exclusively by the NCIHA to operate, improve, and expand our housing assistant programs for current and future Participants. Required payments are adjusted up or down at least annually, to assure that families pay only their fair share based on the specific program income requirements.

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

B. Applicability

The Collection and Eviction Section of this Policy applies to all program participants in the NCIHA programs.

C. Tribal Code

This eviction policy is adopted in accordance with the NCIHA Code.

SECTION 2. PAYMENTS

1. All payments are due in full on or before the first day of each month.
2. Payment in the form of a money order, payroll deduction, personal check, or cash will be accepted. All payments are to made payable to the "NCIHA and hand delivered or mailed to the

All cash payments shall be made in person at the NCIHA Tribal Finance Department.

3. Payroll Deduction.
 - a. A participant desiring to make payments by payroll deduction is responsible for making arrangements with his/her employer to have the required payment deducted from his/her earnings. Authorization for Payroll Deduction forms may be picked up at the NCIHA Office.
 - b. Payment through Payroll Deduction will be advised where a participant is continuously delinquent in his/her payments. Continuous delinquency mean when a participant has been delinquent at least four (4) times within the recertification period.

- c. It is the responsibility of the participant to ensure that the employer is making the participant's required payment to NCIHA at least once each month, although payments may be made weekly or twice per month. The participant shall promptly inform an employer of any change in the amount of payment.
 - d. The participant shall make payment to NCIHA sufficient to cover one month's required payment in advance to avoid becoming delinquent during the employer's payroll processing period.
4. A receipt will be issued for each payment made.

SECTION 3. RESPONSIBILITY TO MAKE PAYMENTS

The obligations of participants to make all monthly payments are outlined in the Lease-Purchase and Rental Agreement. In general, the responsibilities of all participants regarding payments are as follows:

1. Make monthly payments, including any other charges incurred (damages, work orders, etc.) on or before the first day of each month.
2. If payments will not be made on time, to contact the NCIHA Participant Services Specialist to explain the problem.

Provide basic accurate information to NCIHA regarding family composition, family income and employment.

SECTION 4. NCIHA'S RIGHTS AND RESPONSIBILITIES

NCIHA has the right to take action against any Homebuyer or participant who does not make the required payments. The action will be in accordance with the procedures outlined in these policies.

SECTION 5. DUE DATES FOR PAYMENTS/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 NCIHA.
2. All "other payments" for other incurred costs are due and payable on the first day of the month following the charge.
3. Households that have a significant portion of their income coming from seasonal work, will be allowed to pay at times that more closely match when income is received, if approved in advance by the NCIHA Executive Director. These larger but less frequent payments need to be made in advance, the same as regular monthly payments which are made for the ensuing month. Default of any portion of the plan will be treated in the same manner as nonpayment of charges for a non-seasonal worker.

4. Participants are responsible for notifying staff prior to the 5th day of the month if they will be unable to make the full payment when due and for requesting an informal resolution with the NCIHA Executive Director or his/her designee to make payment arrangements.
5. Delinquencies may be reported to the Credit Bureau.
6. The NCIHA will comply with any request from a participant to notify the Credit Bureau of a good payment history.

SECTION 6. DELINQUENT ACCOUNTS

A. Late Charges.

Payments not received at the NCIHA office at the end of business on the fifth (5th) calendar day of each month shall be considered delinquent and NCIHA will assess a late charge, to be set forth in the lease, for each month that the payment remains unpaid after the 5th day, unless a written extension agreement provides otherwise.

B. Notice of Delinquency

1. If on the 5th day, the participant has not made full monthly payment and did not make arrangements with the NCIHA before the due date for an extension or partial payment, the NCIHA shall serve the participant with a written Notice of Delinquency.
2. A Notice of Delinquency shall include the following statements:
 - (1) A statement that the participant is delinquent, the amount of the delinquency with an itemization of all amounts due, and a demand for immediate payment of the delinquent amount.
 - (2) A statement that prompt payment is a requirement for continued occupancy.
 - (3) A statement that the participant has five (5) days from the date of receipt of the notice to remit the delinquent amount or contact the NCIHA to enter into a payback agreement.
 - (4) A statement that the participant's failure to comply with the notice within the required time will result in issuance of a Notice of Termination.

SECTION 7. PAYBACK AGREEMENTS

- A. If payments are not made as required, payback agreements may be executed by the NCIHA Executive Director with the Participant after financial counseling and after the

staff has determined that the Participant is still capable of and committed to fulfilling all obligations of their Lease.

- B. To be allowed to maintain occupancy, each participant with a debt balance is required to set up a payback agreement acceptable to the NCIHA Executive Director.
- C. Failure to make payments as agreed in the payback agreement will result in automatic termination of the lease and forfeiture of a subsequent payback agreement.
- D. When a payback agreement is executed, the Participant will be required to pay at least 25% of the balance due, at the discretion of the NCIHA Executive Director, with the payback agreement covering the remaining balance.

SECTION 8. CONSUMER CREDIT COUNSELING

Consumer Credit Counseling is available to all participants upon request or at the recommendation of NCIHA. Such counseling may include finance and budgeting practices, which may be provided by appropriate NCIHA staff or through referral. Any requests for such counseling shall be made to the Participant Service Department staff.

SECTION 9. NOTICES AND INFORMAL RESOLUTION

A. Delinquency Notice

If the required payment is not received by close of business on the 10th day of the month, NCIHA staff will issue a Delinquency Notice, sent by regular mail, informing the Participants of the following:

1. A \$15 fee will be added to the amount due to cover the costs of preparation and mailing of the delinquency notice.
2. Their obligation is to make required payments on the first of the month;
3. That prompt payment is a requirement for continued occupancy;
4. The name of the NCIHA staff to be contacted for arranging a meeting, as that described in item 5.
5. That if the participant has had unforeseen, or unusual problems in making the payments, the participant must meet with the NCIHA within 10 calendar days to determine if the circumstances warrant special payment arrangements through a Payback Agreement. If the circumstances do not warrant special arrangements, the delinquent amount must be paid in full.

6. That if an acceptable payback agreement has not been made, or full payment including the \$15 fee above is not received by the close of business on the 20th day of the month, a 30-day Notice of Termination will be served upon the participant.

B. Notice of Termination

If an acceptable Payback Agreement has not been made, or full payment received by close of business on the 20th day of the month, staff will personally deliver a Notice of Termination to the participant or occupier, or to any adult member of the participant's or occupier's family then residing on the premises, or by posting it on the door and mailing a copy thereof by certified mail, return receipt requested, informing the following:

1. A \$25 fee will be added to the amount due to cover the costs of preparation and service of the Notice of Termination.
2. A demand notice to pay in full, or execute a payback agreement *acceptable to the NCIHA Executive Director* within 30 days of service or to vacate the unit, notifying the participant that upon participant's failure to so perform, that the NCIHA will seek the participant's forcible eviction from said premises, together with rents, utilities, charges of the NCIHA, damages caused by participant's occupancy, and costs and attorney's fees.
3. Failure to Comply with Notice of Termination

In the event the participant fails to comply with the Notice of Termination, the NCIHA will seek the participant's forcible eviction pursuant to the NCIHA Eviction Procedures through the NCIHA District Court.

SECTION 10. LEAVING WITH A DELINQUENCY

A Vacated Account is an outstanding account left by a former occupant. It may consist of delinquent payments, costs for damages, and utility costs.

1. Participants with terminated Leases that have debt balances will be processed through court proceedings if a Payback Agreement with the ex-participant cannot be executed or successfully followed;
2. Participants with terminated Leases that have debt balances are not permitted to reside with any Participant leasing a NCIHA house; and
3. Participants with terminated Leases that have debt balances will not be permitted to be preselected for NCIHA housing assistance until all debt has been paid.

SECTION 11. COSTS OF DEBT COLLECTION

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

SECTION 12. CHARGES TO PARTICIPANTS (DAMAGE AND REPAIRS)

Upon vacating the unit, the ex-Participants will be responsible for the costs of all necessary repairs to place the unit and the premises in same condition as at the beginning of the tenancy, except for ordinary wear and tear.

SECTION 13. VACANCY WITHOUT NOTICE

1. The day staff discovers the abandonment the NCIHA will retake possession and immediately inspect the unit to determine if repairs are necessary.
2. If repairs are necessary, the ex-Participants 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-Participant.
3. If adequate payment arrangements are not made by the ex-Participant, the NCIHA will file court action against the ex-Participant.

SECTION 14. EVICTIONS FOR OTHER PROGRAM VIOLATIONS

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

SECTION 15. OPPORTUNITY FOR HEARING

- A. The opportunity to be heard by the **Tribal Court** shall be afforded to all participants involved in eviction matters.
- B. The Hearing Policy does not apply to any grievance concerning a termination of tenancy or eviction that involves any of the following:
 - a. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the NCIHA housing development by other Participants or employees of the NCIHA, or
 - b. Any drug-related (including alcohol-related) criminal activity on or near the premises.
 - c. Any nonpayment of charges.
 - d. Statutory or regulatory requirements.

SECTION 16. ADMINISTRATIVE REMEDIES

1. In order to exhaust all reasonable alternatives prior to exercising eviction, the

NCIHA Executive Director is authorized to develop administrative remedies for extraordinary circumstances which may provide temporary forbearance. Such measures may include, but not be limited, to the following:

- a. Protective Payee arrangements;
 - b. Debt management plan;
 - c. Assignment of trust income.
2. The NCIHA Executive Director will prepare procedures that are uniform and fair in their application.

PART XXXVIII GRIEVANCE

SECTION 1. PURPOSE

This Policy is designed to assist in the resolution of complaints by NCIHA program applicants and participants and to afford program applicants and participants a fair and reasonable opportunity to have their responses heard and considered by NCIHA Executive Director. It is not intended to provide a forum for the aggrieved party to challenge NCIHA's policies, tribal, federal, or state codes, requirements and/or regulations, to settle domestic disputes or resolve matters that are a police or court matter.

SECTION 2. DEFINITIONS

1. A complainant is any participant whose complaint is presented to NCIHA Executive Director staff, up to the NCIHA Executive Director, on an informal basis.
2. A complaint shall mean a formal grievance brought under the Grievance Section of this Policy against alleged actions taken by the NCIHA Executive Director that adversely affects the complainant's participation in the NCIHA program.
3. A formal hearing is the process by which the NCIHA hears an appeal by a complainant dissatisfied with the NCIHA Executive Director's decision.
4. A grievance is any dispute that a participant may have with respect to action that adversely affects the individual participant's rights, duties, welfare, or status.
5. An informal hearing is the process by which complaints are first considered by the appropriate NCIHA staff.

6. A participant is a lessee or the remaining head of household of any participant family residing in housing accommodations owned or leased by the NCIHA.

SECTION 3. APPLICABILITY

A. Programs

Applies to all NCIHA programs, agents of the NCIHA, applicants, and rental participants.

B. Non-applicability

Grievances regarding actions for which a court hearing is necessary to carry out NCIHA action (such as eviction or termination of tenancy) are not required to be subject to the Grievance Policy. The NCIHA Tribal Court will afford claimants an opportunity to be heard on the merits of their particular case. The Hearing Policy does not apply to any grievance concerning a termination of tenancy or eviction that involves any of the following:

1. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the NCIHA housing development by other participants or employees of the NCIHA;
2. Any drug-related (including alcohol-related) criminal activity on or near the premises;
3. Any nonpayment of charges;
4. Violation of statutory or regulatory requirements; or
5. Incidences occurring after the appropriate statute of limitations have been exhausted.

SECTION 4. PROCESS

A. Due Process

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

1. be advised of the specific grounds of any proposed adverse action by the NCIHA;
2. have an opportunity for a formal hearing and afterwards, if applicable, a formal hearing before the NCIHA upon timely request as outlined in these policies;

3. have an opportunity to examine any documents or records or regulations related to the proposed action;
4. be entitled to be represented by another person of their choice at any hearing;
5. be entitled to ask questions of witnesses and have others make statements on their behalf; and
6. be entitled to receive a written decision by NCIHA on the proposed action.

B. Filing Complaints

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

SECTION 5. OPPORTUNITY FOR HEARING

A. Informal Hearing

1. The complaint must be made to the appropriate staff within fifteen (15) working days of the act that is the basis of the grievance. If the complaint pertains to the actions of another participant, the complaint must be in writing, utilizing the complaint form. The appropriate staff will assign a staff person to assist in the preparation of complaints upon request of the participant.

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

B. Request for a Formal Hearing

In the event the complainant does not receive a response to their grievance or feels that their grievance has not been resolved appropriately, he may submit within fifteen (15) working days of the date of the NCIHA Executive Director's decision (date of correspondence) a written request to the NCIHA Executive Director to be placed on the next regular meeting agenda to have the complaint heard by the Board of Commissioners. A notice of appeal must contain the following information:

1. The reason for the grievance;
2. The action or relief sought; and
3. Action(s) taken by NCIHA to resolve the complaints that was allegedly incorrect.

If the complainant's request for a formal hearing is not in accordance with Item B above, the NCIHA Executive Director or designee will attempt to assist the complainant with the proper procedures.

1. The NCIHA Executive Director will send written confirmation of the date, time, and place of the Board of Commissioners' meeting in which the grievance will be heard.
2. The NCIHA Executive Director will notify the Board of Commissioners of the request and provide copies of materials relevant to the appeal.
3. If the complainant fails to appear at the formal hearing, then NCIHA's disposition of the grievance under the informal hearing process shall become final. However, this does not constitute a waiver of the complainant's right to contest NCIHA's decision through legal proceedings in the NCIHA Tribal Court.

C. Decision of the Board of Commissioners (BOC)

1. The Decision of the BOC shall be final and based upon the following:
 - a. Facts presented at the formal hearing;
 - b. Applicable laws and regulations; and
 - c. Applicable NCIHA policies.
2. The decision of the BOC shall be made in writing and submitted to the complainant within ten (5) working days to the greatest extent feasible.
3. The decision of the BOC shall be the final administrative decision and shall be binding on all parties.

SECTION 6. CONFLICT OF INTEREST

BOC member who has family ties to the complainant shall not participate or be present in any of the formal hearing proceedings.

PART XXXIX TERMINATION

SECTION 1. EVENT OF DEFAULT

A. Overview

In the event of the default of any material provision of this policy and the applicable agreement by the participant (and each covenant, provision, term and condition herein is considered a material provision and a consideration for the execution of an agreement, and time is of the essence of each and every of the foregoing), the agreement and any exclusive option, shall terminate, at the option of the NCIHA, and be forfeited and NCIHA shall be entitled to possession of the premises.

B. Unlawful Detainer Code

All evictions will be carried out in accordance with the NCIHA Unlawful Detainer Code.

C. Circumstances Warranting Immediate Eviction

In the following circumstances, the NCIHA Staff may implement immediate eviction proceedings under **NCIHA Tribal Code**, Eviction Procedures, without any notice required:

1. There is clear and evident danger to the home or the surrounding community.
2. There is a life-threatening situation to the home or the surrounding community.
3. The breach is related to drug activity as prohibited by the applicable NCIHA Agreement.

D. Grounds for Termination

Include any violation of applicable NCIHA policies, NCIHA Tribal code, unlawful conduct, etc.

E. Ban

The NCIHA will ban applicants as follows:

1. Eviction due to repeated vandalism will include a ban on leasing or buying tribal housing. Ban duration will be 6 months, 1 year, 2 years, 4 years, and perpetual for successive evictions.
2. Eviction due to alcohol inebriation or the selling or distribution to a minor are ineligible for admission to any NCIHA program for a 1-year period beginning on the date of such eviction or termination. Ban duration will be 1 year, 2 years, 4 years, and perpetual for successive evictions.
3. NCIHA participants evicted for non-payment of any financial obligation to NCIHA will be denied participation in NCIHA housing assistance programs for at least one (1) year from the date on which all NCIHA debt has been retired and evidence of a good credit history, landlord history, and/or other documentation, as determined by the NCIHA, is obtained.
4. **NCIHA participants** who were evicted for violations due to acts that threatened the health, safety and welfare or peaceful enjoyment of others will

be denied participation in NCIHA housing assistance programs for at least three (3) years and references are positive.

SECTION 2. NOTICE

A. Time Frame

The participant shall be given thirty (30) days' notice of any default or breach and shall have thirty (30) days from service of said notice within which to cure or correct said breach or vacate as determined by the NCIHA.

B. Right to Review Documents

With respect to Notices issued, the participant is entitled prior to any court hearing or trial to examine any relevant documents, records, or regulations directly related to the termination or eviction.

PART XXXIX. OTHER NCIHA PROGRAMS

SECTION 1. OVERVIEW

In addition to the eligibility requirements outlined in the General Admissions & Occupancy policy herein, the following additional programs are described in their respective sections.

SECTION 2. DOWN PAYMENT ASSISTANCE PROGRAM

A. Eligible NCIHAs

The Down Payment Assistance (“DPA”) program will assist applicants who meet the following minimum eligibility criteria described below.

CATEGORY	ELIGIBILITY CRITERIA
Tribal Affiliation	Enrolled in member tribe of NCIHA TDHE
Property Location	Trust or fee land; geographic areas of the following member tribes: Hopland - California Sherwood – United States Redwood Valley - United States Manchester Point Arena – Lake Mendocino & Sonoma Counties Guidiville - United States Mooretown - Butte and Yuba Counties Berry Creek – Butte and Plumas Counties
Eligible	First Time Homebuyer Priority 1: Never had an ownership interest in a residence. Priority 2: Never had an ownership interest in a residence during the 5-year period prior to the date of application to the NCIHA.
Ineligible	Had a foreclosure within the last 5 years
Income	Must meet at a minimum: <ul style="list-style-type: none"> • HUD National Low-income standards not to exceed 80% of median income. • Moderate income applicants may be eligible without HUD approval when a percentage of IHP funds (not to exceed 10% of the total fiscal year IHP allocation) are designated for moderate income families specifically for the NCIHA DPA program. • Consideration of moderate-income families beyond the above mentioned 10% limitation and all other above income families can only be considered under an IHP specified model activity approved by HUD.
Selection	First-come, first-serve basis.
Unit Condition	Must be on a permanent foundation.

	Must be in standard condition or rehabilitated to standard condition as part of financing. Must meet FHA health and safety standards. Home inspection required. Must be withing Total Development Cost ("TDC") Limits.
Counseling	Must agree to participate in homebuyer education and housing counseling as required.
Insurance	Must be willing and able to pay for homeowner's/renter's insurance.
Lien Position	NCIHA will maintain second lien position at all times.
Residence	Must use home as principle and permanent residence (at least 9 months per year).
Debt/Credit	Must have no outstanding obligations to the NCIHA and must meet lender's credit worthiness criteria.
Ratios	Repayment terms must be within lender's qualifying ratios or as determined by the NCIHA.
Documents	Applicant must provide all application documents, verification, purchase and sale agreement, loan estimate, closing disclosure, executed mortgage documents, and promissory note.

B. Selection Criteria

Selection of applicants who meet all the eligibility requirements identified above will be selected based on the date of pre-qualification.

C. Eligible Property Type

Any single-family property, to be occupied as the principal residence of the owner will include:

- A single-family property
- A condominium unit
- A new (double-wide minimum) manufactured/modular home on a permanent foundation
- A town houses
- A duplex

D. Property Value

The appraised value and purchase price of the assisted property may not exceed the current Section 184 Loan Guarantee Program mortgage limits for the area and for the type of property being assisted (single family, condominium, etc.) as amended periodically by the federal government.

F. Amount of NCIHA Down Payment Assistance

The DPA funds available to an applicant is contingent upon the applicant's affordability analysis indicating the first mortgage an applicant can secure based on income, the amount of NCIHA funds budgeted in the annual Indian Housing Plan, and the maximum limits set for each category of assistance. NCIHA will require a second lien position for its assistance.

E. Property Standards

Each home purchased with the DPA program must meet at a minimum the federal Section 8 Rental Assistance Program **Housing Quality Standards (HQS)** minimum requirements or, when FHA financing is involved, the Minimum Property Standards as verified by an inspection performed by a qualified person. Newly constructed housing must also meet the International Building Code.

F. Eligible Costs

NCIHA DPA funds may be used to provide assistance to qualified applicants in one or a combination of the following categories contingent upon the availability of funds and the limitations set forth in the approved IHP for the funding year.

1. The maximum amount of down payment is in accordance with the amount identified for each member tribe in the annual NCIHA Indian Housing Plan.
2. Down payment assistance will be available for low-income to moderate-income families when funds become available. All down payment assistance will be in the form of a subordinate second mortgage. Assistance cannot be used to reduce debt as a means of qualifying the applicant.
3. Payment for legal fees will be made directly to the attorney upon receipt of an invoice after closing.
4. One-time payment for appraisal assistance will be provided in the form of a reimbursement upon successful closing of the loan.
5. One-time payment for inspection assistance will be provided in the form of a reimbursement upon successful closing of the loan.
6. Where the home search requires an additional appraisal, inspection, attorney review, etc., evidence of payment to the contractor for the additional services must be presented to the NCIHA prior to closing or upon disbursement of funds.

7. Existing participants who purchase a home are not eligible for deferment of the assistance until all vacated charges are zeroed out with the NCIHA. They will initially sign a promissory note for the down payment and closing costs assistance plus interest amortized for a term not to exceed five years. Once the NCIHA determines there are no charges to the participant, the promissory note will be modified to a conditional grant. If there are charges the principal will be adjusted accordingly.

G. DPA Terms and Conditions

The NCIHA DPA Program will provide assistance on the basis of terms and conditions that will include without exception recapture provisions (based on useful life) in the event that:

1. The homeowner ceases to occupy the property as principal residence or
2. The homeowner sells the property to a subsequent buyer, or
3. The NCIHA determines that any of the representations made by the applicant as set forth in the application for assistance were found to be untrue and incorrect.
4. The NCIHA DPA funds must be recaptured from the initial buyer at the time of sale of the property.

Options for repayment of down payment assistance funds may include provisions for forgiveness of the principal amount of the loan or grant over a period of time. This option will be based on the applicant's affordability analysis, income, and the type of assistance provided. In all cases involving moderate income families, terms for repayment or deferral terms will be in accordance with the 2013 NAHASDA Final Rule.

H. Minimum Period of Repayment, Recapture or Resale Provisions

The period for repayment or recapture of the DPA funds depend on the amount of funds invested in the home purchase:

	Per Unit DPA Investment	Recapture Period	Secured by:	Financing Terms
Down Payment	<= to \$40,000	10 years	Subordinate mortgage amortized over 10 years and a promissory note	Prorated
Closing Costs, Legal Assistance	<= to \$5,000	Zero years	Grant	One-time Gift

I. Leveraging

The evaluation rating process benefits those applicants who successfully utilize leveraging their loan with other funds. Non-match eligible sources of funds planned to be included in project development costs or provide permanent financing for the project are considered leveraged funds. Some examples include:

- Cash
- Owner's investment/equity
- Other loans and grants
- ICDBG or other federal funds
- Value of land or real property donated (or reduced) or provided at less than appraised value
- Cost of infrastructure improvements

J. Monitoring Requirements

Monitoring of mortgage financing programs are limited to verification that the buyer and the property being purchased meet the DPA eligibility requirements and that the buyer maintains the property as the owner's principal residence for the term of the DPA assistance. The residency monitoring requirement and any repayment/recapture provisions shall take place as part of the loan servicing process.

K. Application Procedures

Administration of the NCIHA DPA Program will require the NCIHA to apply practices and processing of documentation that requires an understanding of underwriting procedures and quality control measures.

Application and underwriting procedures are to be developed and implemented by the NCIHA Executive Director. All application information is to be completed, processed, and verified utilizing forms developed. Intake, processing, and verification procedures must be consistent with standard financing and underwriting practices. Additionally, applications for NCIHA DPA program must indicate the income levels and any other special characteristics of the targeted population.

L. Waiver Authority

The Executive Director has the authority to waive portions of this policy as it relates to the definition of first-time homebuyer.

SECTION 3. RENTAL ASSISTANCE PROGRAM

A. Eligibility and Admissions

The eligibility and admission criteria for the Rental Assistance Program shall be the same as those described in the NCIHA adopted Admission & Occupancy Policies herein. The occupancy requirements described in the NCIHA Admission & Occupancy Policies do not apply to this program.

Applications received from any family or person(s) not meeting the established criteria will be referred to other state or local agencies for housing assistance.

Applicants who maintain a debt to the NCIHA are not eligible to receive assistance. Applicants who have been previously terminated or evicted from any program administered by NCIHA are also not eligible to receive assistance under this policy. A participant may not receive rental assistance while receiving the benefit of any other form of housing subsidy for the same dwelling unit.

B. Term

RANCHERIA	MAX TERM FOR LOW-INCOME FEE LAND	LOW-INCOME ELDERLY FAMILY	LOW-INCOME PERMANENTLY DISABLED FAMILY
Hopland	2 years	No Limit	No Limit
Sherwood	5 years	No Limit	No Limit
Redwood	3 years	No Limit	No Limit
MPA	3 years	No Limit	No Limit
Guidiville	No Limit (10/2019 letter)	No Limit	No Limit
Mooretown	2 years	No Limit	No Limit
Berry Creek	15 years	No Limit	No Limit

C. Approval of Leases

1. NCIHA will provide a lease form to the landlord but will accept a landlord's lease as long as the lease is compliant with NAHASDA and the Department of Consumer Affairs' (DCA) California participants Handbook.
2. All lease terms must be at least a month-to-month term. The owner is not required to continue with a one-year lease after the initial lease period and may opt to change to a month-to-month lease after the first year.

3. NCIHA will permit a lease for a term of one year with or without automatic renewal.
4. NCIHA will provide the participant and owners/landlords a copy of the applicable landlord and participant occupancy rules of the NCIHA, a copy of the housing discrimination laws for the region, and a list of NAHASDA requirements to assist them in drafting an acceptable lease.
5. All rental leases and associated addendums must be in the same name of the recipient of the rental assistance, or the agreement(s) may be deemed null and void.
6. Upon receipt of the proposed lease, the NCIHA will review and determine if it meets the necessary provisions as defined in Section 207 of NAHASDA.
7. If unlawful or unreasonable provisions are found in the lease, the NCIHA will require the landlord to make revisions to the document to meet compliance with safety, occupancy, or any other rules of the NCIHA. If the owner is unwilling to make the recommended changes, the lease will be disapproved and assistance for the unit may be denied to the family.
8. If there is any information omitted from the lease in accordance with NAHASDA, the NCIHA will require the landlord to put these items in writing as an addendum to the lease. If the landlord refuses to add the necessary lease information to the lease, the lease will be disapproved.
9. If the lease covers all necessary provisions required and are determined to have no unlawful provisions, the NCIHA will approve the lease.
10. The NCIHA is not a party to the lease and assumes no responsibility in its enforcement.
11. If the owner of the property is an immediate family member of the applicant, this constitutes a conflict of interest and the request for assistance will be denied for that unit.

D. Minimum Housing Quality Standards (HQS)

The NCIHA shall utilize the adopted housing quality standards adopted in determining if the unit is a decent, healthy, and safe place to live.

The NCIHA shall provide the participant with information to assist them in finding housing that meets the minimum requirements.

E. Payments – Execution of Agreements for Assistance

Once the lease and the unit have been approved, and the owner has signed the agreement to abide by the owner obligation statement, the NCIHA will sign a contract with the owner for the assistance payment amount showing the effective date of payments and the amount of the monthly payment.

If a participant moves into a unit during the month rather than at the beginning of the month, the assistance payment will be pro-rated for the remaining days left in the month and a check will be issued within three working days. The assistance payment will be made thereafter on or before the first day of each month. The participant is not responsible for the approved assistance payment made by the NCIHA.

F. Transfers

1. Transfers will not be allowed during the initial lease period unless both parties are willing to break the lease and there is good cause to break the lease as determined by the NCIHA.
2. Transfer requests after the initial lease period will be approved only under the following conditions:
 - a. The dwelling no longer meets HQS standards (not caused by the participant) and the owner refuses to make the necessary repairs.
 - b. The family needs a smaller or larger unit in accordance with occupancy standards
 - c. The family needs to relocate closer to work or school, or medical facilities, or for safety reasons such as an act or threat of violence against the family (transfer for these reasons, must be verifiable).
 - d. The owner does not wish to renew the lease.

G. Owner Obligations

Prior to execution of the contract for assistance payment by the NCIHA to the owner on behalf of the family, the owner must agree to the following obligations in the program and must sign a statement that they are willing to adhere to these obligations before assistance can be approved.

1. The owner is responsible for conducting background checks and contacting references to determine the participant's suitability as a renter. The NCIHA does not screen the participants.
2. The owner is responsible for compliance issues concerning any and all conditions of the lease.

3. The owner is responsible for providing the NCIHA with a copy of any eviction or lease termination.
4. The owner must notify the NCIHA if a participant vacates a unit.
5. The owner must provide the NCIHA with a copy of any changes to the lease during the tenancy of a participant of this program for their approval.

H. NCIHA Obligations

1. The NCIHA is responsible for payment of the assistance amount to the owner each month by the first of each month.
2. The NCIHA is responsible for conducting an inspection prior to approval of the unit, and for special inspections if the participant reports that the unit no longer meets the minimum required standards and the damages were caused by neglect of the owner.
3. The NCIHA is responsible for conducting the initial income verification to determine eligibility and conducting recertifications for continued eligibility of participants at least annually.
4. The NCIHA is responsible for providing notice to the landlord and participant if assistance amounts change or cease to be provided.

I. Termination by Owner

During the term of the lease the owner may not terminate tenancy except for:

1. Serious or repeated violations of the terms of the lease.
2. Violations of state, federal or local law that relate to occupancy or use of the unit.
3. When the owner desires to use the unit for personal use, or desires to sell or renovate the property.
4. For non-payment of the NCIHA assistance payment.

The owner must give the participant written notice of the grounds for the termination and provide a copy of any such notice to the NCIHA. Any such notice must be in conformance with federal, state and tribal law.

J. Termination of Assistance by the NCIHA

The NCIHA may terminate rental assistance for any of the following reasons:

1. Any violation of family obligations.
2. Suspicion of illegal drug activity.
3. Conviction for a drug related felony, specifically distribution or manufacturing.
4. Felony conviction for a violent crime.
5. Child abuse and/or sexual assault conviction
6. Failure of family to sign and submit verification documents for re-certification.
7. If the family moves out of the unit.
8. f the owner fails to maintain the unit in accordance with HQS standards.
10. If available program funding is insufficient to support continued assistance for the families.

SECTION 4. TRIBAL CONSORTIUM PUBLIC WORKS PROGRAM

A. Overview

Public works needs are critical to support affordable housing activities. The purpose of the Tribal Consortium Public Works (“TCPW”) Program is to provide, justify, and account for the use of NAHASDA funds for public works activities as defined in the policy. The consortium member tribes will direct specified funds to be established for the functions within each tribe that address specialized community needs as planned in the NCIHA’s annual Indian Housing Plan with available funds.

B. Authorization

- Development and Approval of Policy: NCIHA Board of Commissioners
- Amendment: NCIHA Board of Commissioners
- Waiver: None

C. Applicable Laws, Regulations, Policies

- 2 CFR Part 200
- NAHASDA Statue, 24 CFR Part 100
- ADA
- IBC when applicable
- 24 CFR Part 58.35 (b)

D. Applicability

- All member tribes designating NCIHA as the TDHE
- Low-to moderate-income families

E. Eligible Activities

- Landscaping
- Fire prevention, create fire line
- Playground maintenance
- Common area maintenance
- Neighborhood clean-up
- Maintain fencing
- Signage
- Speed bumps
- Lighting
- Animal control
- Inoperable vehicle removable
- Exterior pest control
- Appliance removal

- Fire services (hoses and hand tools)
- Tree removal