

Admissions and Occupancy Virtual Training

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RECIPIENT GUIDANCE

PROGRAM: Indian Housing Block Grant

FOR: Tribal Government Leaders and Tribally Designated Housing Entities

RJ.B.

FROM: Rodger J. Boyd, Deputy Assistant Secretary for Native American Programs, PN

TOPIC: Insurance Requirements under the IHBG Program

Background: Section 203(c) of the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA), requires that each recipient maintain adequate insurance coverage for housing units that are owned, operated, or assisted with grant amounts provided under the Act. This section of NAHASDA is implemented by the Indian Housing Block Grant (IHBG) regulations at 24 CFR §§1000.136 through 140. Recipients are required to obtain insurance in an amount that will protect the financial stability of the recipient's IHBG program. The insurance requirements under NAHASDA as outlined are in addition to applicable flood insurance requirements under 24 CFR §1000.38. This guidance replaces Program Guidance 1998-10t.

In addition, 2 CFR Part 225 (formerly OMB Circular A-87), Appendix B, sections 18(c) and 22 provide that the use of grant funds for required or approved insurance under a grant program is an allowable cost. Recipients should maintain permissible insurance in accordance with their policies and sound business practice. Any actual losses that could have been covered by permissible insurance are generally unallowable, unless expressly provided for in the Federal award. One provision where losses not covered by insurance are allowable under 2 CFR Part 225, is for costs incurred because of losses not covered under nominal deductible insurance coverage and minor losses for spoilage, breakage, and disappearance of small hand tools, which occur in the ordinary course of operations.

Note: OMB recently published Guidance for Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which would supersede the Circulars listed here. HUD is implementing regulations in accordance with the guidance and expects the new regulations will become effective December 26, 2014, or later. FY 2014 grantees will be required to comply with the HUD implementing regulations when they become effective, but should not use them before the effective date.

Purpose: The intent of this guidance is to provide IHBG recipients with direction on the following: (1) When is insurance required? (2) What insurance requirements apply, and when is insurance adequate? (3) What insurance requirements apply to contractors and subcontractors? And, (4) What are other insurance requirements under NAHASDA?

When is insurance required and in what amount? Insurance coverage is required for housing units that are owned, operated, or assisted with IHBG funds. Adequate insurance is insurance in an amount that will protect the financial stability of the recipient's IHBG program. This means that the recipient's housing units and privately owned housing units that are assisted with IHBG funds must be adequately insured for one of the two time periods listed below, whichever is longer:

- the useful life (affordability period) of recipient or privately owned units, or
- the term of a repayment or forgiveness agreement for all or part of the IHBG assistance for privately owned housing units.

Housing units assisted with IHBG funds must remain affordable for their useful life as determined by the recipient (affordability period), and recipients must have a means of insuring their investment during this period. Therefore, as long as the useful life (affordability period) has not expired, IHBG-assisted housing units owned or operated by the recipient must be covered by adequate insurance.

Insurance for housing may be either a purchased insurance policy from an insurance provider or a plan of self-insurance. Recipients may not require insurance on privately owned housing assisted with IHBG funds, if there is no risk of loss or exposure to the recipient, or if the assistance is in an amount less than \$5,000, unless repayment of all or a portion of the assistance is part of the assistance agreement. If private homeowners are unable to provide proof of insurance during the useful life (affordability period) of the assisted properties, the recipient must take steps to insure the units in order to protect its IHBG investment. This protection can be provided in a number of ways including:

- Purchase insurance for housing units that are owned, operated, or assisted with IHBG funds in an amount that is adequate to provide replacement cost to protect the IHBG investment.
- Have IHBG-assisted, private homeowners provide proof of replacement insurance for the useful life (affordability period) of the assistance received.
- Purchase insurance for privately owned housing units in the amount of the outstanding balance of the IHBG assistance provided.

For example: If a fire destroyed all or part of some housing units that were subject to a useful life (affordability period), and those housing units were not insured, then there is a risk of loss or exposure to the recipient's IHBG program because the housing units did not serve the low-income Indian families for the period of time intended and for which the IHBG funds were provided. Uninsured damage would represent a loss of the IHBG funds that the recipient originally used to construct, rehabilitate, maintain, finance, or otherwise assist the housing units. Failure to ensure that assisted units remain available for occupancy by eligible families during the affordability period may result in repayment of the IHBG assistance to HUD.

To assist the recipient in determining when insurance is required, two examples are provided as follows:

Example 1: When do housing units not have to be insured? If a recipient provides \$3,500 in emergency assistance to a private homeowner and the assistance is not subject to a repayment agreement of any kind, then no insurance requirements apply.

Example 2: When must housing units be insured in accordance with a recipient's useful life (affordability period)? If a recipient provides \$25,000 in down payment assistance to a private homeowner that includes a mandatory 10-year useful life (affordability period) for the property and a 5-year repayment clause, then the insurance requirements described above will apply for 10 years from the date that assistance is provided.

Insurance Requirements: Recipients must provide adequate insurance either through direct purchase or by self-indemnification to protect against loss from fire, weather, and liability claims for all housing units owned or operated by the recipient.

There are many different methods by which an insurance company may calculate the amount it will pay a recipient for a casualty loss against loss from fire, weather, and liability claims. It is good business practice to purchase insurance in an amount that will cover the full cost to replace housing units that are owned, operated, or assisted with IHBG funds. A stated value or cash value policy might result in a reduced premium, but if a loss occurs, the payment made under the stated value or cash value policy may not be enough to rebuild or repair the housing unit.

Recipients must also ensure that privately owned housing units assisted with IHBG funds are insured. If the insurance requirement is being satisfied by private owners purchasing adequate insurance coverage themselves, it is good business practice to have the recipient named as an additional insured in order to protect the recipient's IHBG investment. In cases when the private owner is required to purchase adequate insurance, it remains the recipient's responsibility to ensure compliance with all NAHASDA requirements.

Insurance Requirements for Contractors and Subcontractors: Pursuant to 24 CFR §1000.136(c), recipients shall require contractors and subcontractors to either provide insurance covering their activities or negotiate adequate indemnification coverage to be provided by the recipient in the contract. If contractors and subcontractors provide insurance such as a builder's risk insurance policy to cover their activities, it is good business practice to have the recipient named as an additional insured to protect the recipient's IHBG investment.

If recipients are contracting through force account work, the recipient must provide insurance covering the force account activities in order to protect the financial stability of the recipient's IHBG program. **NOTE:** If contractors and subcontractors provide insurance such as a builder's risk insurance policy to cover their activities, it is good business practice to have the recipient named as an additional insured to protect the recipient's IHBG investment.

Additional Types of Insurance Required or Recommended: The following is a listing of other types of insurance coverage that is either required by regulation or advisable.

2 CFR Part 225 (formerly OMB Circular A-87), Appendix B, Sections 18 and 22 provide that the use of grant funds for required or approved insurance under a grant program is an allowable cost. Recipients should maintain permissible insurance in accordance with its policies and sound business practice. Any actual losses that could have been covered by permissible insurance are generally unallowable, unless expressly provided for in the Federal award. One provision where losses not covered by insurance are allowable under 2 CFR Part 225, is for costs incurred because of losses not covered under nominal deductible insurance coverage and minor losses for spoilage, breakage, and disappearance of small hand tools, which occur in the ordinary course of operations. The provisions of 2 CFR Part 225 apply to losses related to non-dwelling units or other property assisted under NAHASDA including model activities approved in accordance with section 202(6) of the Act, vehicles leased or purchased with NAHASDA funds and/or certain non-expendable equipment/assets.

If multiple funding sources are used by the recipient, it is important to understand the insurance requirements of each source. Not all insurance policies and plans are the same and any policy obtained by the recipient should be reviewed carefully.

Flood Insurance: In accordance with 24 CFR § 1000.38, IHBG-assisted properties located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazard areas must be insured through the National Flood Insurance Program.

Business or Commercial Property Insurance: Business or commercial property insurance policies protect the recipient's owned and leased property, as well as inventory or assets, against loss or damage caused by theft, accident, or other means. This insurance should cover housing offices, community buildings, childcare facilities, or other facilities owned and operated by the recipient and funded through the IHBG program. Most business or commercial property insurance policies protect the recipient's personal property, even if it is not at the business location when it is damaged or lost. Business or commercial property insurance generally covers the recipient's costs to replace or repair the property and, in some instances, may compensate the recipient for items that cannot be replaced.

Automobile and Other Liability Insurance: Automobile liability insurance policies cover injuries that arise out of the use of automobiles owned by the recipient. This coverage can protect the recipient against claims of bodily injury, property damage, or death. Automobile and other liability insurance policies should be evaluated by the recipient to ensure it has purchased adequate insurance coverage for its activities and assets. The recipient must maintain automobile and other liability insurance in accordance with its policies and sound business practice to protect its IHBG program and investment.

Workers' Compensation and Employers' Liability Insurance: Workers' Compensation and Employer's Liability coverage may be obtained by a recipient. Workers' Compensation coverage is a compromise between employers and employees in which injured employees relinquish the right to sue their employers for employment-related injuries in return for a statutory imposed mechanism providing specific scheduled benefits, which are funded for the most part by insurance. Workers' compensation insurance is generally the most effective method available to an employer for compensation of employees and their families for work-related injuries or diseases. *Workers' compensation coverage is not an employee benefit. It is a casualty insurance coverage.*

General Liability Insurance: General liability insurance is also sometimes referred to as business or commercial general liability insurance and it protects the recipient from common liabilities. It is good business practice to purchase general liability insurance as it covers claims of bodily injury or other physical injury or property damage. It is frequently offered in a package with property insurance to protect against incidents that may occur on the recipient's premises or at other covered locations where the recipient normally conducts business. General liability insurance enables the recipient to continue operations while it faces real or fraudulent claims of certain types of negligence or wrongdoing, including bodily injury, property damage, personal injury (including slander or libel), and advertising injuries. Additionally, a general liability insurance policy usually covers the cost to defend or settle claims, even if the claims are fraudulent.

Employee Dishonesty (Fidelity Bond) and Theft, Disappearance, and Destruction Insurance: Employee dishonesty (sometimes referred to as Fidelity Bonds) and theft, disappearance, and destruction insurance are policies that can be purchased to cover the loss of money, securities, or other property which the recipient may sustain due to fraudulent or dishonest acts committed by any of its principals or employees. This type of insurance coverage is not usually limited to loss of money and may include coverage for the loss of merchandise or property which a principal or employee might steal. It is good business practice for recipients to purchase employee dishonesty insurance (fidelity bonds) and theft, disappearance, and destruction insurance policies for its officers, directors, agents, and employees, particularly those handling cash or authorized to sign checks or certify payment vouchers. Directors and officers are not typically covered under an employee dishonesty insurance policy or Fidelity Bond. There are no standardized policies for this type of coverage, but it is recommended that recipients obtain coverage for wrongful or dishonest acts committed by the recipient's directors and officers as well as its principals and employees.

Neither the U.S. Department of Housing and Urban Development nor ONAP should be named as an additional insured for any insurance requirement or type of insurance policy or coverage listed above.

If you have any questions, please contact your Area ONAP.



No. 2020-02
September 9, 2020

PROGRAM GUIDANCE

PROGRAM: Indian Housing Block Grant (IHBG)

FOR: Tribal Government Leaders and Tribally Designated Housing Entities

FROM: Heidi Frechette, Deputy Assistant Secretary for Native American Programs, PN

TOPIC: Useful Life and Binding Commitments

Purpose: The intent of this guidance is to give IHBG recipients information about maintaining IHBG-assisted housing and non-housing projects for the useful life of the property. It will clarify (1) what will be considered “satisfactory to the Secretary”; and (2) what constitutes an acceptable binding commitment. This Program Guidance has been updated to include a [FHA Loan Rider to NAHASDA](#) and replaces Program Guidance 2014-09.

Background: Section 205(a)(2) of the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA), requires that housing units remain affordable for either (1) the remaining useful life of the property (as determined by the Secretary) or (2) for such other period that the Secretary determines is the longest feasible period of time consistent with sound economics and the purpose of NAHASDA. Useful life is the time period during which an assisted property must remain affordable.

NAHASDA gives the Secretary the authority to determine the housing units’ useful life or other period of time during which the units must remain affordable. The IHBG regulation at 24 CFR § 1000.142, states that to the extent required in the Indian Housing Plan (IHP), each IHBG recipient shall describe its determination of the useful life of the assisted housing units in its developments in accordance with the local conditions of the Indian area of the recipient. By finding the IHP to be in compliance with the statute, the Department would be determining the useful life to be in accordance with NAHASDA.

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The NAHASDA statute and regulations also require that this affordability period be secured through binding commitments satisfactory to the Secretary. The purpose and intent of requiring binding commitments is to guarantee that the housing will remain affordable for its useful life (affordability period). The binding commitment requirement under NAHASDA not only applies to the parties, but it also applies to the property. The purpose and intent of requiring binding commitments is to guarantee that the housing will remain affordable for its useful life regardless of who may have entered into a contractual agreement or who may be in possession. The binding commitment required cannot be satisfied solely with a contract between the parties. Pursuant to 24 CFR § 1000.144, in order for it to be satisfactory to HUD, a written use restriction that is placed on the assisted property and must run with the land; hence, binding commitments must be recorded.

Affordability Period: The first primary objective of NAHASDA, as stated in Section 201(a)(1), is: "...to develop, maintain, and operate affordable housing...for occupancy by low-income Indian families." Every time IHBG funds are spent on a property, an investment is made in low-income families in the community. The return on that investment is the period of continued future use during which the property will be available for use by low-income families. That period of future use is the affordability period or useful life for that property.

Housing units that are constructed, developed, and/or rehabilitated using IHBG funds must establish a useful life to ensure the property will remain available to low-income families.

Determination of Affordability Period: Generally, the affordability period is the period of time during which the property will be available for use by low-income families. It should be the remaining useful life of the property, as approved by HUD, or the longest feasible period of time consistent with sound economics and the purposes of NAHASDA, as approved by HUD.

In determining a property's affordability period or useful life, a recipient could use a tiered schedule similar to that used in the Department's HOME program to determine the affordability period. This would specify a number of years during which the housing must remain affordable, dependent upon the amount of IHBG funds being invested in the property per occurrence. For example:

IHBG Funds Invested	Affordability Period*
Under \$5,000	6 months
\$5,000 to \$15,000	5 years
\$15,001 to \$40,000	10 years
Over \$40,000	15 years
New construction or acquisition of newly constructed housing.....	20 years

* NOTE: For relatively minor investments, the designated affordability period can be some nominal period of time, but NAHASDA requires that some period be designated, and that it be secured with a binding commitment. Additionally, if the reasonable affordability period is less

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than one year, a binding commitment is required; however, it is not necessary to record the written use restriction for purposes of complying with NAHASDA. It is good business practice, however, to record the written use restriction for purposes of giving notice to subsequent purchasers. The dollar ranges and/or the corresponding number of years may differ from those shown above depending upon local conditions. The recipient may choose to assign a longer affordability period in order to ensure the availability of a larger continuing affordable housing supply for low-income families.

If the recipient chooses to use some other method of assigning the affordability period, the IHP should describe how the method provides for an affordability period with appropriate consideration given to any unique local conditions. In setting a useful life, a specific number of years should be given for the affordability period, not a range of years (e.g., 30 to 40 years) or a general statement. The number of years should also be without ambiguous qualification (e.g. “about,” “approximate,” “if properly maintained,” “planned,” “expected,” “estimated,” etc.). Similarly, the designated affordability period should in no way be contingent upon the continuation of IHBG funding.

Reporting Useful Life: A description of the recipient’s plan or system for determining the useful life of the housing it assists with IHBG funds must be provided in the IHP. A record of the current, specific useful life for housing units assisted with IHBG funds should be maintained in the recipient’s files and be available for review.

Types of Properties and Assistance Covered: The useful life provisions apply to all housing units and non-housing units assisted with IHBG funds except for Mutual Help homes developed under the U.S. Housing Act of 1937 (see 24 CFR § 1000.145).

1. **Housing Units:** The initial homebuyer, and any subsequent owners that purchase the property during the period of its useful life, need only qualify as low-income at the time of their purchase. In other words, if the initial owner seeks to sell the property while it still has a remaining useful life or affordability period assigned to it, the new buyer must qualify as an eligible family at the time of his or her purchase; however, the transfer of a homeownership unit to a family member or household member is not subject to a binding commitment for the remaining useful life of the property. Thus, if a homeownership unit has been transferred to a family member or household member, then the written use restriction will not terminate, even though it will not apply. However, any subsequent transfer by the family member or household member to a third party (not a family member or household member) is subject to any remaining useful life or affordability period under a recorded binding commitment. Should the home be sold during its useful life period to a new purchaser that does not qualify as a family member, household member, or an eligible family and funds are not repaid to the recipient’s IHBG program in accordance with its useful life plan, the Secretary will take appropriate action against the IHBG recipient in accordance with section 401(a) of NAHASDA.

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Similarly, low-income owner/occupants of privately owned housing that receive IHBG funded assistance, whether in the form of a loan or a grant, for moderate or substantial rehabilitation, need only be low-income at the time the assistance is provided. However, there should be a binding commitment accompanying the assistance that guarantees an appropriate useful life or affordability period and provides for remedies for the breach of such useful life provision upon transfer of ownership during the assigned useful life. The useful life and binding commitment requirements apply to all housing units assisted with IHBG funds, including units developed through NAHASDA's Title VI Loan Guarantee program.

2. [Model Activities/Non-housing](#): The useful life provisions apply to all model activities and non-housing projects constructed, developed, or acquired with IHBG funds to ensure the remaining useful life of the property will be maintained for affordable housing activities. Non-housing projects include community centers and model activities established to provide affordable housing activities.

[Record of Use Restrictions](#): Records must be kept for all use restrictions. Attached is a sample Record of Use Restrictions form that can be used by recipients to record both NAHASDA and other affordability or use restrictions. Restrictions can vary both in how they are imposed and model reporting form is designed to be the registry of all of the various use restrictions that are placed on recipient properties.

Acceptable Binding Commitments: As mentioned above, NAHASDA requires that there be binding commitments satisfactory to the Secretary in place to ensure that a housing unit will remain affordable for its useful life. When IHBG funds are used, either in the form of a grant or a loan, to purchase, construct, or rehabilitate a residence, there must be a written agreement in place between the IHBG recipient and the individual who is being assisted with the IHBG funds. These written use agreements must include provisions for the IHBG recipient's useful life or affordability period restrictions as specified in its IHP. The provisions must be imposed by recorded deed restrictions, covenants running with the land, or other mechanisms approved by HUD, except that the useful life restrictions may terminate upon foreclosure by a lender (or transfer in lieu of foreclosure), as long as the action is not for the purpose of avoiding low-income affordability restrictions. The written use agreement may contain a schedule outlining a payback of a decreasing balance of assistance or percentage equity over the useful life or affordability period that would have to be reimbursed to the recipient's program if a subsequent occupant does not meet the IHBG eligibility requirements.

Types of Binding Commitments: There are a number of different ways to place both NAHASDA and other affordability or use restrictions on assisted properties. The six attached samples of Useful Life/Use Restriction Agreements (two for fee land, two for trust land, one for model activities/non-housing projects and one for FHA insured loans) can be used for this purpose. Any form used must be properly recorded with the appropriate land records offices. Additional use restrictions may be imposed on such properties as long as they do not contradict the NAHASDA useful life restrictions.

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Useful Life/Use Restriction Agreements for Use on Fee Land: When a restriction is placed on fee land, a covenant running with the land is imposed on the property to enforce the restriction:

- NATIVE AMERICAN HOUSING ASSISTANCE AND SELF-DETERMINATION USEFUL LIFE/USE RESTRICTION ([Indian Housing on Fee Land with Single Recovery Amount](#)). This covenant requires that the full amount of NAHASDA funds invested in the property be refunded in all cases of default.
- NATIVE AMERICAN HOUSING ASSISTANCE AND SELF-DETERMINATION USEFUL LIFE/USE RESTRICTION ([Indian Housing on Fee Land with Prorated Recovery Amount](#)). This covenant requires that the amount of NAHASDA funds invested in the property be prorated over the life of the restriction. In the event of a default, only the current prorated amount must be refunded.

Useful Life/Use Restriction Agreements for Use on Trust Land: When restrictions are placed on trust land, a lease amendment or addendum to the lease is used to enforce the restriction:

- NATIVE AMERICAN HOUSING ASSISTANCE AND SELF-DETERMINATION USEFUL LIFE/USE RESTRICTION LEASE ADDENDUM/AMENDMENT ([Trust Land with Single Recovery Amount](#)). This lease document requires in all cases of default that the full amount of NAHASDA funds invested in the property be refunded.
- NATIVE AMERICAN HOUSING ASSISTANCE AND SELF-DETERMINATION USEFUL LIFE/USE RESTRICTION LEASE ADDENDUM/AMENDMENT ([Trust Land with Prorated Recovery Amount](#)). This lease document requires that the amount of NAHASDA funds invested in the property be prorated over the life of the restriction. In the event of a default, only the current prorated amount must be refunded.

FHA Loan Rider to NAHASDA Useful Life/Use Restriction

Some grantees use their IHBG funds to provide down payment assistance to low-income Native American borrowers who receive a loan insured by FHA. Because of FHA requirements under 24 CFR 203.41 the sample useful life restrictions contain language that limits transfer of the property in the event of foreclosure. The FHA Loan Rider addresses the FHA requirements and should be used when NAHASDA funds are invested in the property.

If you have any questions, please contact your Area Office of Native American Programs.

Attachments



No. 2002-13
July 25, 2002

PROGRAM GUIDANCE

PROGRAM: Indian Housing Block Grant (IHBG)

FOR: All Tribal Government Leaders and Tribally Designated Housing Entities (TDHE)

FROM: Ted Key, Acting Deputy Assistant Secretary, PN

TOPIC: Conflict of Interest in IHBG Housing Admissions

Purpose: The purpose of this Guidance is to help IHBG recipients manage those situations where conflicts of interest arise within housing programs governed by the Native American Housing Assistance and Self-Determination Act (NAHASDA) and to ensure fair and equitable treatment for all eligible participants of those programs.

References: NAHASDA Sections: 201(b), 203(d), 207(b) and 408; 24 CFR 85.36(a)(3); 24 CFR 1000.30, 1000.32, 1000.34 and 1000.36

Background: On August 2, 2001, the Department of Housing and Urban Development's (HUD) Office of Inspector General (OIG) published its report of a nationwide audit of the implementation of NAHASDA. Finding Number 6 of that audit found, in part, that among the housing entities reviewed there were undisclosed conflicts of interest and preferential treatment in the admission to their housing programs. Over half of the housing entities audited had no process to ensure adherence to the conflict of interest requirements or that admissions were made to eligible families and that all members of the tribe were treated fairly.

Application of Requirements: The conflict of interest provisions apply to anyone who participates in the IHBG recipient's decision-making process or who gains inside information with regard to the IHBG assisted activities. Such individuals would be, but are not necessarily limited to: housing staff, housing or tribal board members, members of their immediate families, and such individuals business associates .

PROGRAM GUIDANCE 2002-13 (RECIP)

The requirements prohibit any such individuals from benefiting from their position personally, financially or through the receipt of special benefits other than payment of their salary and/or appropriate administrative expenses. This does not prevent housing staff, board members, their family members and/or business associates from receiving housing benefits for which they qualify as low-income individuals. (See **Exceptions to the Requirements** below.)

Applying the Conflict of Interest Requirements in Admission: In order to effectively comply with the conflict of interest requirements, recipients should have in place a set of procedures for determining when a conflict of interest exists and for reporting the conflict to HUD and disclosing it to the public as required by the regulations. Those procedures should include:

- a method of determining whether or not there is a potential conflict of interest with an applicant (e.g. does the housing application ask applicants to disclose any personal, family or business relationships with the housing entities decision makers? Does the housing entity maintain a list of persons having immediate family or business ties to its decision makers?); and
- administrative steps for reporting a potential conflict of interest to the Area Office of Native American Programs (ONAP) and disclosing to the public the conflict of interest, the nature of the assistance to be provided the individual and the specific basis for which the selection of the individual was made.

Exceptions to the Requirements: Exceptions may be made to the conflict of interest provisions. HUD approval must be obtained through the recipient's local Area ONAP before providing benefits to any individual as an exception to §1000.30(b). Exceptions will be considered on a case-by-case basis and when making the exception can be shown to further the primary objective of NAHASDA [See Section 201(a) of NAHASDA] and the effective and efficient implementation of the recipient's program, activity, or project. Before any exception may be granted, a public disclosure of the conflict must also be made and a determination that the exception would not violate tribal or any applicable state laws on conflict of interest. All records relating to exceptions made to the conflict of interest provisions must be maintain for at least three years after the exception has been granted.

Low-income individuals to whom the conflict of interest provisions would normally apply (e.g. housing staff and board members), but who qualify for assistance under the recipient's written policies for eligibility, admission and occupancy do not fall under the category of an "exception" and ONAP approval is not required to provide them with the assistance for which they qualify [See §1000.30(c)]. However, the recipient must make a public disclosure of the nature of the assistance to be provided such individuals and the specific basis for the selection of the person. The recipient must also provide its Area ONAP with a copy of the disclosure before the assistance is provided to the person.

Actions to be Taken: All IHBG recipients should be sure that they have written and adopted all policies required by NAHASDA (i.e. eligibility, selection, admission, occupancy, rents charged, management and maintenance). These policies must be in accordance with NAHASDA and program regulations and enforced by a set of procedures that ensure that those policies are being adhered to in both the actions of the staff and the decisions of the Board. They should also be reviewed to ensure that they do not contain provisions that inherently allow conflicts of interest. If the housing entity

PROGRAM GUIDANCE 2002-13 (RECIP)

does not have the necessary policies, systems, and control procedures to comply with NAHASDA requirements, they should be written and adopted immediately. All policies should be made public and copies should be available to the public upon request.

Assistance is available from ONAP staff to recipients that would like help in preparing or reviewing their policies and procedures. The ONAP Training Institute also provides workshops at sites throughout the country. For technical assistance, contact your Area ONAP or check www.codetalk.fed.us for scheduled workshops.

Recipients should identify any conflict of interest for participants previously admitted under NAHASDA that have not been properly reported. The necessary action should immediately be taken to make these conflicts of interest public and report them to the recipient's Area ONAP.

HUD Approval: If the person receiving assistance is of low-income and they qualify for eligibility, admission and occupancy, only public disclosure and HUD notification is required [See §1000.30(c)]. However, as stated above, HUD approval for an exemption is required when there is a potential conflict of interest that would be in violation of §1000.30(b). An example of a situation requiring HUD approval for an exemption to the conflict of interest provision would be housing assistance to a TDHE Board member whose income is between 80% and 100% of median income.

Review: A recipient's compliance with conflict of interest requirements should be included in the tribe and/or TDHE's, self-monitoring program. HUD will also review conflict of interest policies, procedures, and performance during its regular monitoring of a recipient compliance with program requirements.

**Native American Housing & Self-Determination Act (NAHASDA)
Notice of Potential Conflict of Interest**

Per the Department of Housing and Urban Development (HUD) NAHASDA regulations at 24 CFR §§1000.30 – 1000.36, the _____ and Aleutian Housing Authority (AHA) must publicly disclose when an individual directly affiliated with the organization has qualified and been selected to receive assistance through the NAHASDA program.

A Potential Conflict of Interest is being disclosed due to immediate family members of employees and council members of _____ and AHA have applied for and met the requirements for participating in the _____ Program in _____, Alaska. Participants will be provided assistance for _____.

The following applicants have met all requirements for participation:

Applicant:

Relationship to Board Member or AHA:

Specific Basis for the selection:

- Alaska Native or American Indian
- Low-income as determined by HUD
- Primary residence
- _____

Please be advised that all public comments must be postmarked within 7 calendar days of the initial date of this posting, as indicated below. All conflict of interest comments must be in a sealed envelope, addressed to: Aleutian Housing Authority, "Conflict of Interest Comment", 520 E 32nd Avenue, Anchorage, AK 99503

Comments that are received will be reviewed at the next regularly scheduled AHA Board meeting. The Board will not consider any comments received after the end of the comment period.

On this day _____ of _____, 2012, at this time of _____

This Notice was posted at: _____

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No. 2022-01
June 14, 2022

PROGRAM GUIDANCE

PROGRAM: Indian Housing Block Grant (IHBG)

FOR: All Tribal Government Leaders and Tribally Designated Housing Entities (TDHE)

FROM: Hilary Atkin, Director for Office of Grants Management, PNPG

TOPIC: Income Limits for the IHBG program under the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA)

Purpose: This guidance replaces Program Guidance 2021-01 and provides the latest Housing and Urban Development (HUD) Income Limits applicable to the Indian Housing Block Grant (IHBG) program.

Background: HUD Notice [PDR-2022-01](#), published April 18, 2022, contains the methods used to calculate the FY 2022 Fair Market Rents (FMR) and enumerates the procedures for interested parties to request reevaluations of their FMRs. The FY 2022 FMRs are based on the updated metropolitan area definitions published by the Office of Management and Budget on September 14, 2018, and incorporated by the Census Bureau into the 2019 American Community Survey data. FMRs are used to establish Median Family Income (MFI) limits for the IHBG program.

The FY 2022 area and State FMI are available on HUD's website at:

<https://www.huduser.gov/portal/datasets/il.html#2022>

To find an FMI for a specific area, under the section title, "Access Individual Median Family Income Areas" click the link, "Click Here for FY 2022 MFI Documentation" then search on the appropriate geographic area.

Recipients of IHBG funding must ensure Annual Income of program participants do not exceed FMI. [Program Guidance 2013-05](#) addresses the three Annual Income definitions that recipients may adopt in their policies to compute Annual Income to determine program eligibility.

Guidance: Pursuant to 24 CFR §1000.10, median income for the IHBG program is defined as the greater of:

- 1) The median income of the counties, or their equivalent in which the Indian area is located; or

2) The median income for the United States.

Tribes with large reservations or those that encompass more than one county may have more than one income limit. To reduce administrative burden, the Tribe or Tribally Designated Housing Entity (TDHE) may set income limits for multi-county reservations at the income limit level of the county with the highest income limits.

If the MFI limit for a county located within your Indian area is lower than the United States MFI limit, you must use the United States FMI limit. The United States MFI for FY 2022 is \$90,000. Therefore, the adjusted income limits for family size and 80 and 100 percent of MFI are shown below.

	2022 Median Family Income \$90,000							
	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
80%	\$50,400	\$57,600	\$64,800	\$72,000	\$77,800	\$83,600	\$89,300	\$95,100
100%	\$63,000	\$72,000	\$81,000	\$90,000	\$97,200	\$104,400	\$111,600	\$118,800

2022 MFI Limits for Families with More Than Eight Members

MFI Limits for families of various sizes are determined by the following percentage relationship with the 4-person family size as the “Base” determinant.

1-person	2-person	3-person	4-person	5-person	6-person	7-person	8-person
70%	80%	90%	BASE	108%	116%	124%	132%

To calculate the MFI Limits for families with more than eight members, use the four-person income limit as the base amount. Multiply the base amount by increments of eight percent increasing for each additional person as shown in the following table.

9-person	10-person	11-person	12-person	13-person	14-person	15-person	16-person
140%	148%	156%	164%	172%	180%	188%	196%

For example, to calculate the 10-person, 80 percent 2022 U.S. MFI Limit first find that for 4-persons. The 4-person, 80 percent 2022 U.S. MFI Limit is equal to \$72,000. Next, multiply this “Base” amount by 148% since we are extrapolating it to a 10-person household. One-hundred and forty-eight percent is equal to 148/100 which is equal to 1.48. The result is \$72,000 x 1.48 = \$106,560. Rounding up to the nearest \$100, as is HUD’s policy, results in the 10-person, 80 percent 2022 U.S. MFI Limit being \$106,600.

2022 Alaska MFI Limits

Due to prevailing levels of construction costs, Tribes or TDHEs located within Alaska, but outside of the service areas that are listed below should use the Alaska MFI to determine income eligibility

of families applying for assistance under the Native American and Housing Assistance and Self-Determination Act programs.

		2022 Median Family Income			\$102,200			Alaska	
		1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
80%		\$57,300	\$65,400	\$73,700	\$81,800	\$88,400	\$94,900	\$101,500	\$108,000
100%		\$71,600	\$81,800	\$92,000	\$102,200	\$110,400	\$118,600	\$126,800	\$135,000

		2022 Median Family Income			\$106,200			Aleutians West	
		1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
80%		\$59,500	\$68,000	\$76,500	\$85,000	\$91,800	\$98,600	\$105,400	\$112,200
100%		\$74,400	\$85,000	\$95,600	\$106,200	\$114,700	\$123,200	\$131,700	\$140,200

		2022 Median Family Income			\$116,300			Anchorage	
		1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
80%		\$65,200	\$74,500	\$83,800	\$93,100	\$100,600	\$108,000	\$115,500	\$122,900
100%		\$81,500	\$93,000	\$104,700	\$116,300	\$125,700	\$135,000	\$144,300	\$153,600

		2022 Median Family Income			\$109,200			Bristol Bay	
		1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
80%		\$61,200	\$69,900	\$78,700	\$87,400	\$94,400	\$101,400	\$108,400	\$115,400
100%		\$76,500	\$87,400	\$98,300	\$109,200	\$118,000	\$126,700	\$135,500	\$144,200

		2022 Median Family Income			\$117,600			Denali	
		1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
80%		\$65,900	\$75,300	\$84,700	\$94,100	\$101,700	\$109,200	\$116,700	\$124,300
100%		\$82,400	\$94,100	\$105,900	\$117,600	\$127,100	\$136,500	\$145,900	\$155,300

		2022 Median Family Income			\$120,900			Juneau	
		1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
80%		\$67,800	\$77,400	\$87,200	\$96,800	\$104,600	\$112,300	\$120,100	\$127,800
100%		\$84,700	\$96,700	\$108,900	\$120,900	\$130,600	\$140,300	\$150,000	\$159,600

		2022 Median Family Income			\$108,400			Kodiak Island	
		1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
80%		\$60,800	\$69,400	\$78,200	\$86,800	\$93,800	\$100,700	\$107,700	\$114,600
100%		\$75,900	\$86,700	\$97,600	\$108,400	\$117,100	\$125,800	\$134,500	\$143,100



	2022 Median Family Income			\$110,200		Valdez-Cordova		
	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
80%	\$61,800	\$70,600	\$79,400	\$88,200	\$95,300	\$102,400	\$109,400	\$116,500
100%	\$77,200	\$88,200	\$99,200	\$110,200	\$119,100	\$127,900	\$136,700	\$145,500

For additional information, please contact your local Area Office of Native American Programs.



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COURSE SYLLABUS

GENERAL INFORMATION

Course Title: Admissions & Occupancy

Prerequisites: No previous course work is required.

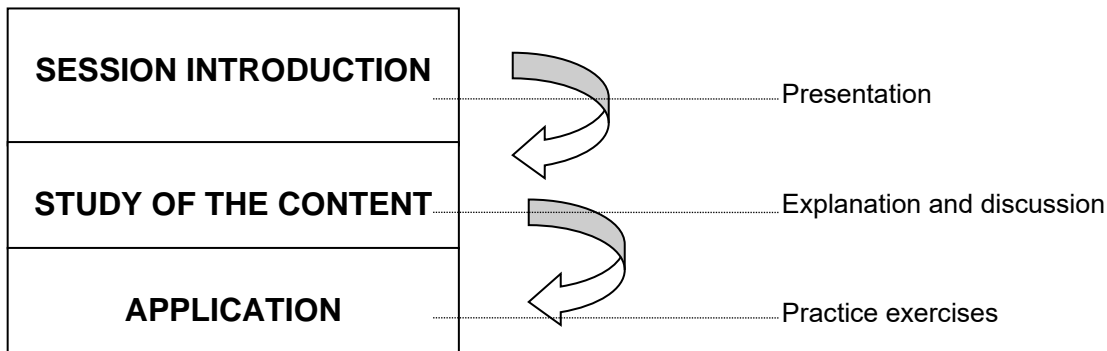
Who Should Attend: Admissions and occupancy staff, resident services staff, housing directors, deputy directors, housing management staff, housing board members, or others interested in learning about the admissions and occupancy process should attend.

COURSE DESCRIPTION

Admissions & Occupancy is a 3-day interactive course designed to enhance the job performance of admissions and occupancy staff and other tribal housing professionals working on admissions and occupancy issues.

This course will cover admissions and occupancy program management with topics to include the application and selection process, eligibility for housing assistance, calculating annual income, determining monthly rental or homeownership payments, occupancy standards, collections practices and compliance, effective communication techniques with residents, lease agreement compliance, and collections. Participants should consider their own admissions and occupancy policies so that they can practice applying them to case studies and exercises presented during this course. The course will also examine how maintaining high standards in the admissions and occupancy program affects the overall management of tribal housing programs. **Participants are encouraged to bring calculators.**

FORMAT AND PROCESS





COURSE OBJECTIVES

Upon completion of this course, participants should be able to:

- Understand how NAHASDA, tribal housing policies, and other program requirements impact admission and occupancy programs.
- Improve job performance related to admissions and occupancy issues.
- Learn the application and admission process for tenants and residents.
- Understand what requirements should be included in admission, occupancy, and collection policies.
- Calculate annual income to determine income eligibility for NAHASDA assisted programs.
- Learn how to calculate adjusted gross income to calculate monthly housing payments or other housing assistance.
- Recite the process for and importance of verifying applicant information.
- Understand the legal and financial implications of collections and lease compliance.
- Understand the importance and benefits of effective collections and compliance with policies and procedures.
- Recognize the essential steps in the eviction process works.

COURSE REQUIREMENTS

To achieve the course objectives, participants must actively participate in group discussions, exercises, work groups, and homework requirements. All participants are expected to be prompt and attend all sessions. Students will be required to sign in at the beginning of class each day.

TERMINOLOGY

Throughout this material, the term “Recipient” means the housing department or the tribally designated housing entity (TDHE).



SECTION 1 OVERVIEW OF NAHASDA REQUIREMENTS

1.1 INTRODUCTION

The Native American Housing Assistance and Self-Determination Act (NAHASDA) provides funds annually to assist tribes and Alaska Native corporations and villages to provide housing assistance. Although tribes - through their exercise of self-determination - can design their programs and organizational delivery of affordable housing services, they must do so within the statutory and regulatory requirements of NAHASDA.

Section 1 provides a brief introduction to NAHASDA requirements that must be considered in developing and implementing an admissions and occupancy department. Whether the admissions and occupancy department are large or small, organized as a housing department or a tribally designated housing entity (TDHE), the entity receiving Indian Housing Block Grant (IHBG) assistance must become well versed with the basics of NAHASDA. Exhibit 1-1 outlines some of the areas which the Recipient must demonstrate proficiency to properly perform the admission and occupancy functions under NAHASDA.

EXHIBIT 1-1

NAHASDA REQUIREMENTS	
• Eligible Families	• Definition of Annual Gross Income
• Selection Plan	• Maintenance & Inspections
• Eligible Activities	• Useful Life
• Policies	• Adjusted Gross Income
• Environmental Requirements	• Waiting List
• Insurance	• Verification
• Uniform Relocation Act	• Occupancy
• Conflict of Interest	• Recordkeeping

The remainder of Section 1 will briefly describe the areas identified in Exhibit 1-1 as they apply to admissions and occupancy. Section 16 contains all the relevant appendices pertaining to NAHASDA including the Statute in **APPENDIX 1** and 24 CFR Part 1000 in **APPENDIX 2**.

Eligibility for assistance is based on anticipated household annual gross income as determined by HUD annually. **APPENDIX 3 includes the latest** published HUD Income



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Limits applicable to the Indian Housing Block Grant (IHBG) program. Additional program-specific eligibility requirements apply but vary depending on the type of assistance and funding source. Although the focus of this manual is NAHASDA, it should be noted that different funding sources may have different requirements. For example, housing projects funded by the U.S. Department of Agriculture (USDA) Rural Development are required to target residents with income levels lower than those required by NAHASDA. Recipients should be prepared to address requirements of other funders when leveraged with NAHASDA funds.

1.2 PURPOSE OF NAHASDA

NAHASDA SEC. 201. National Objectives and Eligible Families, states that the primary national objectives of the Act are as follows:

- (1) to assist and promote affordable housing activities to develop, maintain, and operate affordable housing in safe and healthy environments on Indian reservations and in other Indian areas for occupancy by low-income Indian families;
- (2) to ensure better access to private mortgage markets for Indian tribes and their members and to promote self-sufficiency of Indian tribes and their members;
- (3) to coordinate activities to provide housing for Indian tribes and their members with Federal, State, and local activities to further economic and community development for Indian tribes and their members;
- (4) to plan for and integrate infrastructure resources for Indian tribes with housing development for tribes; and
- (5) to promote the development of private capital markets in Indian country and to allow such markets to operate and grow, thereby benefiting Indian communities.

1.3 ELIGIBLE FAMILIES

Assistance for eligible housing activities under NAHASDA are generally limited to low-income Indian families on Indian reservations and other Indian areas. NAHASDA specifically identifies four types of families that may be assisted:

- **Low-income family.** A 'low-income family' means a family whose income does not exceed 80 percent of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may, for purposes of this paragraph, establish income ceilings higher or lower than 80 percent of the median for the area on the basis of the findings of the Secretary or the agency that such variations are necessary because of prevailing



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levels of construction costs or unusually high or low family incomes.

- The term 'median income' means, with respect to an area that is an Indian area, the greater of--
 - the median income for the Indian area, which the Secretary shall determine; or
 - the median income for the United States.
- **Non-low-income family.** A non-low-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.

Housing assistance for non-low-income families requires HUD approval as required in §§ 1000.106, 1000.108 and 1000.110. If the Recipient plans to: (1) use more than 10 percent of the amount planned for the tribal program year for such assistance or (2) provide housing for families with income over 100 percent of the median income. In cases in which HUD approval is not required, the Recipient must still determine and document when there is a housing need for non-low-income families and that this need cannot reasonably be met without IHBG assistance.

- **Essential family.** Essential families may receive assistance if the family's housing need cannot be met without IHBG assistance and the Recipient determines that the non-low-income family's presence is essential to the well-being of the Indian families living on the reservation or in the Indian area.
- **Law enforcement officers.** Section 201(b)(4) of NAHASDA specifically addresses 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.

More information may be found in the following:

- **APPENDIX 4:** Program Guidance 2013-05(R) *Calculating Annual Income for Purposes of Eligibility under NAHASDA*
- **APPENDIX 5:** Public and Indian Housing (PIH) Notice 2014-02 *Providing Assistance to Non-Low-Income Families under the Native American Housing*



Assistance and Self-Determination Act of 1996

1.4 TRIBAL PREFERENCE IN SELECTION

The IHBG regulation at 24 CFR § 1000.120 permits Recipients to provide preference to Indian families who are members of the Indian tribe or to other Indian families. If the Recipient has adopted the preference in the admissions and occupancy policy, the recipient shall ensure that housing activities funded under NAHASDA are subject to the preference.

1.5 APPLICABLE INCOME LIMITS

1.5.1 Definition of Low-Income

To meet the definition of low-income, the family's annual income may not exceed 80 percent of the median income for their area, with adjustments for smaller and larger families. Section 4 (15) of NAHASDA defines "median income" with respect to an area that is an Indian area, the greater of –

- (A) The median income for the Indian area, which the Secretary shall determine; or
- (B) The median income for the United States.

To determine the income limits applicable to your area, compare your local area median income limits to the national income limits published by HUD. If your project is funded solely by NAHASDA, choose the higher of the two, which should raise the limit of what a family can earn and still be defined as low-income. Tribes located on large reservations or those that have land in more than one borough may have more than one income limit. However, to reduce administrative burden, the Recipient may set income limits for multi-county/borough/reservations/areas at the income limit level of the county/borough with the highest income limits. Program Guidance 2020-01 *Income Limits under the Native American Housing Assistance and Self-Determination Act of 1996* contains the latest published median family income (MFI) limits that are applicable to establishing median income limits for providing NAHASDA assistance. The following MFI tables should be used when determining NAHASDA income eligibility in Alaska.

Example

The 2020 National Median Income limits for a low-income family of four is \$62,800. A family of four with a household annual income of \$65,800



will not qualify as a low-income family based on the 2020 National Median Income Limits.

1.6 DEFINITION OF GROSS ANNUAL INCOME

The IHBG regulations at 24 CFR §1000.10 provide Recipients with the option to choose any one of the following three definitions of “annual income” for the purpose of determining eligibility:

- Annual Income as defined for HUD’s Section 8 programs 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).
- Census Definition. Annual income as reported under the U.S. Census long form for the most recent available decennial Census. This means the definition of income used by the Census, not the dollar amount reported.
- IRS Definition. Adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 series for individual Federal annual income tax purposes. Recipients should review the program participant’s appropriate past IRS Form 1040s to obtain this information. On the 1040 Form this is line 7.

The Recipient must identify in its policy how it defines income for purposes of eligibility. A complete discussion of calculating income is provided in Section 4 of this manual *Determining Income Eligibility* as well as **APPENDIX 4**, Program Guidance 2013-05 *Calculating Annual Income for Purposes of Eligibility under NAHASDA*.

1.7 ELIGIBLE ACTIVITIES

Eligible Activities: Section 202 of the Statute permits a wide variety of activities to provide affordable housing and to assist low-income families living in affordable housing units. A thorough description of eligible activities may be found in **APPENDIX 6**.

Implementing the following eligible activities requires admission and occupancy functions such as application processing, selection, and management.

- **Indian Housing assistance**
 - Modernization or operating assistance for 1937 Act housing (i.e., low rent, mutual help)



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- **Development**
 - Acquisition
 - New construction of affordable housing
 - Reconstruction
 - Rehabilitation
 - Site improvements
 - Development and rehabilitation of utilities
 - Necessary infrastructure and utility services
 - Conversion
 - Demolition
 - Financing
 - Administration and Planning
 - Energy efficiency
 - Mold remediation
 - Other related activities

- **Housing services**
 - Housing counseling
 - Energy auditing
 - Self-sufficiency activities
 - Tenant-based rental assistance

- **Housing management services** (Assist NAHASDA units)
 - Preparation of work specifications
 - Loan processing
 - Inspections
 - Tenant selection
 - Management of tenant-based rental assistance
 - Operation and maintenance of units developed with funds provided under the NAHASDA
 - Management of affordable housing projects

- **Crime prevention and safety activities**
 - A range of activities related to safety, security and law enforcement measures and activities to protect residents of affordable housing from crime.

- **Model activities**
 - This category enables Recipients to undertake affordable housing activities that are consistent with the law but are not included in the activities above. HUD approval is required.



1.8 REQUIRED POLICIES

Section 203 of NAHASDA requires that certain policies be adopted.

(a) RENTS-

(1) ESTABLISHMENT- Subject to paragraph (2), each Recipient shall develop written policies governing rents and homebuyer payments charged for dwelling units assisted under this Act, including the methods by which such rents and homebuyer payments are determined.

(2) MAXIMUM RENT- In the case of any low-income family residing in a dwelling unit assisted with grant amounts under this Act, the monthly rent or homebuyer payment (as applicable) for such dwelling unit may not exceed 30 percent of the monthly adjusted income of such family.

(b) MAINTENANCE AND EFFICIENT OPERATION- *Each Recipient who owns or operates (or is responsible for funding any entity that owns or operates) housing developed or operated pursuant to a contract between the Secretary and an Indian housing authority pursuant to the United States Housing Act of 1937 shall, using amounts of any grants received under this Act, reserve and use for operating assistance under Section 202(1) such amounts as may be necessary to provide for the continued maintenance and efficient operation of such housing. This subsection may not be construed to prevent any Recipient (or entity funded by a Recipient) from demolishing or disposing of Indian housing referred to in this subsection, pursuant to regulations established by the Secretary.*

(c) INSURANCE COVERAGE- *Each Recipient shall maintain adequate insurance coverage for housing units that are owned or operated or assisted with grant amounts provided under this Act.*

(d) ELIGIBILITY FOR ADMISSION- *Each Recipient shall develop written policies governing the eligibility, admission, and occupancy of families for housing assisted with grant amounts provided under this Act.*

(e) MANAGEMENT AND MAINTENANCE- *Each Recipient shall develop policies governing the management and maintenance of housing assisted with grant amounts under this Act.*



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Whether the Recipient is small or large, operational policies are essential for good business practices and must include written procedures to facilitate fair and equitable application policies. NAHASDA also requires policies beyond those that deal with admissions and occupancy. Below are a sample of various programs offered by IHBG Recipients for which a policy is needed to manage the delivery of the program.

- Tenant-based Rental Assistance
- Uniform Relocation Assistance
- Mutual Help
- Low Rent Housing Program
- Lease with Option to Purchase
- Housing Counseling
- Elderly Assistance Program
- Senior Citizen Rental Program
- Down Payment Assistance
- Rehab Assistance
- Homebuyer Counseling
- Revolving Loan Program

1.9 OCCUPANCY

Each Recipient must develop a written occupancy policy that establishes requirements for continued occupancy and grounds for termination of a housing lease. This policy must be consistent with the lease requirements from Section 207 of NAHASDA. In general, the occupancy policy should:

- Not contain unreasonable terms and conditions.
- Require the property manager or owner to maintain the housing compliance with applicable housing codes.
- Require the property manager or owner to give adequate written notice of lease termination or eviction.
- Establish terms and conditions for termination and eviction.

1.10 MAINTENANCE & INSPECTIONS

Recipients are required to develop written policies that define responsibilities of homebuyers, tenants, and the Recipient for maintenance of units assisted with IHBG funds. Annual on-site inspections of all NAHASDA-assisted units are required by Section 403(b) of NAHASDA.



1.11 INSURANCE

Section 203 (c) of NAHASDA requires adequate Insurance coverage for housing units that are owned, operated, or assisted with IHBG funds. Adequate insurance is insurance in an amount that will protect the financial stability of the Recipient's IHBG program. This means that the Recipient's housing units and privately-owned housing units that are assisted with IHBG funds must be adequately insured for one of the two time periods listed below, whichever is longer:

- The useful life (affordability period) of Recipient or privately-owned units, or
- The term of a repayment or forgiveness agreement for all or part of the IHBG assistance for privately owned housing units.

See **APPENDIX 7**, Program Guidance 2014-03 *Insurance Requirements under the IHBG Program* for a complete discussion of insurance requirements.

1.12 USEFUL LIFE

Section 205(a)(2) of NAHASDA requires that housing units remain affordable for either (1) the remaining useful life of the property (as determined by the Secretary) or (2) for such other period that the Secretary determines is the longest feasible period of time consistent with sound economics and the purpose of NAHASDA. Useful life is the time period during which an assisted property must remain affordable.

Useful life is also referred to as the "period of affordability." The following activities are subject to useful life restrictions regardless of the amount of funds invested in the project.

- Housing rehabilitation
- Property acquisition
- Down payment assistance
- New construction
- Weatherization



Admissions & Occupancy

The following table provides an example of affordability periods. Each Recipient needs to develop its own affordability periods based on its own circumstances.

<u>IHBG Funds Expended</u>	<u>Useful Life</u>
Under \$5,000	6 months
\$5,000 to \$15,000	5 years
\$15,001 to \$40,000	10 years
Over \$40,000	15 years
New construction or acquisition of newly constructed housing	20 years

A thorough discussion of useful life requirements may be found in **APPENDIX 8** Program Guidance 2020-02 *Useful Life and Binding Commitments*.

1.13 ENVIRONMENTAL REQUIREMENTS

The Recipient should be knowledgeable about the environmental requirements described in 24 CFR Part 58. In addition to all construction and acquisition related activities, duties performed by admissions and occupancy staff are subject to environmental requirements. Services provided include, but are not limited to, the following:

- Application intake and processing
- Routine inspections
- Tenant-based rental assistance
- Down payment assistance
- Recertification
- Housing counseling
- Revolving loan
- Housing rehabilitation
- Maintenance

1.14 UNIFORM RELOCATION ASSISTANCE

There are certain relocation and real property acquisition policies that apply to housing developed or operated under NAHASDA. These are contained in 24 CFR §1000.14 (**APPENDIX 2**) and 49 CFR Part 24. If the Recipient does not have the authority to acquire the real property through condemnation, before discussing the purchase price the Recipient must inform the owner of the amount believed to be the fair market value of the property. This amount must be based on at least one appraisal prepared by a qualified appraiser. The Recipient must also tell the owner that the Recipient will be unable to acquire the property if negotiations do not result in an amicable agreement. The Recipient must request HUD approval of the proposed acquisition price before executing a firm commitment to purchase the property if the proposed acquisition payment exceeds the fair market value.



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The Recipient must take all reasonable steps to minimize displacement of persons (households, businesses, nonprofit organizations, and farms) as a result of a project assisted by IHBG funds. If temporary relocation is necessary, the Recipient must provide residential tenants and homebuyers with:

- Reimbursement for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, including the cost of moving to and from the temporarily occupied housing and any increase in monthly housing costs (e.g., rent utility costs).
- Appropriate advisory services, including reasonable advance written notice of:
 - The date and approximate duration of the temporary relocation.
 - The location of the suitable, decent, safe, and sanitary dwelling to be made available for the temporary period.
 - The terms and conditions under which the tenant may occupy a suitable, decent, safe, and sanitary dwelling in the building/complex following completion of the repairs.
 - The provisions for reimbursement.

If relocation is necessary, the Recipient must provide relocation assistance for displaced persons at the levels described in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24.

The Recipient must certify that it will comply with the URA, the regulations at 49 CFR Part 24, and the requirements of 24 CFR §1000.14. The Recipient must maintain records in sufficient detail to demonstrate compliance with these regulations.

1.15 OTHER FUNDERS' REQUIREMENTS

Tribes or housing authorities that leverage their IHBG funds with other Federal, state, or tribal sources of funding may be required to adopt additional policies, as specified by those funders.

If a project involves multiple sources of funds, the policies should implement the stricter set of requirements. For example, if IHBG funds are matched with Low-Income Housing Tax Credit (LIHTC) funds, the policy must include the stricter income limit rules as required by the IRS when using LIHTC Funds.

Recordkeeping and Reporting: The Recipient is required to maintain records for 3 years from the end of the tribal program year during which the funds were expended, or



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until the completion and resolution of any litigation, claim, negotiation, audit, or other action involving the records, whichever is later (§1000.552). However, it is advisable that all tenant files should be maintained for a much longer period. This will be addressed later in the manual.

1.16 CONFLICT OF INTEREST

In order to effectively comply with the conflict of interest requirements, Recipients should have in place a set of procedures for determining when a conflict of interest exists and for reporting the conflict to HUD and disclosing it to the public as required by the regulations. Those procedures should include:

- A method of determining whether there is a potential conflict of interest with an applicant (e.g., does the housing application ask applicants to disclose any personal, family or business relationships with the housing entities decision makers? Does the housing entity maintain a list of persons having immediate family or business ties to its decision makers?); and
- Recipients must identify administrative steps for reporting a potential conflict of interest to the Area Office of Native American Programs (ONAP) and disclosing to the public the conflict of interest, the nature of the assistance to be provided the individual, and the specific basis for which there is no conflict. Additional information may be found in **APPENDIX 9**, Program Guidance 2002-13 *Conflict of Interest in IHBG Housing Admissions*.



SECTION 2 ORGANIZING AN ADMISSIONS & OCCUPANCY DEPARTMENT

2.1 OVERVIEW

In addition to the NAHASDA requirement described in Section 1, the cornerstone of good business practice is a written plan of operations. One of the most important functions of a tribal housing program is to have a fair and consistent process to determine who is eligible to participate in the housing programs. This task is usually performed by admissions and occupancy staff who are designated by many titles: occupancy specialist, resident services coordinator, housing counselor, or housing manager. The Admissions and Occupancy Policy is the blueprint housing staff and participants rely upon to achieve the goals and objectives of the housing program. This section will address the following:

- Establishing an Admissions & Occupancy Policy
- Staffing
- File Management
- Reporting

2.2 ESTABLISHING AN ADMISSIONS & OCCUPANCY POLICY

Recipients of IHBG funds face the challenge of designing housing assistance programs that respond to the housing needs of the community. Typical Native housing programs include:

- Housing Rehabilitation
- Down Payment Assistance
- Lease Purchase
- Tenant-Based Rental Assistance (TBRA)
- 1937 Act Low Rent and Mutual Help
- Emergency Assistance

Whether programs operated by Recipients are very small or large, all Recipients must establish admissions and occupancy policies that address any housing assistance



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provided. Additionally, TDHEs created by State law may need to consider law when developing policies.

Admissions policy development requires Recipients to:

- Understand mandatory NAHASDA requirements;
- Develop **reasonable** policies for discretionary areas of NAHASDA;
- Develop procedures that translate mandatory and discretionary policies into action;
- Communicate (and train on) policies and procedures to ensure consistency; and
- Monitor policies and procedures to ensure compliance by staff.

A Recipient's policies seek to:

- Provide daily guidance to housing staff in the performance of routine activities;
- Ensure transparency in decision-making;
- Provide defensible resolution when challenges arise;
- Ensure that all housing staff do things the same way, thus promoting consistency and fairness while also minimizing the potential for disputes or legal actions;
- Provide a foundation for sound management and supervision; and
- Provide a basis for auditor justification.

APPENDIX 10 includes a sample admissions and occupancy policy. A sample lease purchase policy is included in **APPENDIX 11**. Recipients' policies may vary depending on the programs offered. However, the process outlined in Exhibit 2-1, describes many of the areas policies and procedures must address.



2.3 PROGRAMS AND SERVICES

Policies represent the vehicle through which housing assistance programs are described. In addition to explaining program substance, the policies are the source for describing who will be served. Although NAHASDA identifies who is eligible for housing assistance, Recipients identify more specifically who will be assisted.

EXHIBIT 2-1

1. **APPLICATION**
 - a. Submission of written application
 - b. Calculation of annual income
 - c. Determination of apparent eligibility
 - d. Notification of applicant of apparent eligibility or ineligibility
 - e. Placement on waiting list, if eligible
2. **Pre-Selection**
 - a. Determination of availability of appropriate housing unit
 - b. Applicant interview to update and certify information
 - c. Orientation
3. **Verification Process**
4. **Final Selection**
 - a. Unit assignment or other requested housing assistance provided
 - b. Calculation of house or housing assistance payment
 - c. Execution of applicable agreement or contract
 - d. Move-in Inspection
 - e. Punch List, if applicable
5. **Occupancy**
 - a. Compliance with occupancy standards
 - b. Ongoing counseling
 - c. Early intervention
6. **Lease or Contract Compliance**
Maintenance, inspections, recertification as applies to program assistance
7. **Collections**
8. **Reporting, File Management**

Some of the areas in which Recipients can exercise self-determination responsibility are as follows:



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- Defining family characteristics - “Family” includes, but is not limited to, a family with or without children, an elderly family, a near-elderly family, a disabled family, and a single person, as determined by the Recipient.
- Identifying preferences
- Identifying priorities within preferences
- Identifying areas where services will be provided
- Establishing ceiling amounts
- Establishing minimum rents (but not to exceed 30 percent of adjusted gross income for low-income).
- Identifying additional deductions in calculating adjusted gross income.

These are just some of the ways a Recipient can be creative. Whatever options a Recipient chooses, these must be fully described in the admissions and occupancy policy.

2.4 STAFFING REQUIREMENTS

No two Recipients are exactly alike and, consequently, there is no one “right way” to organize or to staff a management operation. But one thing is true for all Recipients—a capable, well-trained staff with a sense of teamwork is essential to good management. Personnel requirements for managing day-to-day admissions and occupancy functions vary depending upon the following factors or combination of these factors:

- Size of the housing department
- Amount of funds available to operate
- Availability of housing in the area
- Community needs
- Availability of skilled labor force
- Availability of other resources



- Accessibility to other resources

Circumstances may force Recipients to rely on one or two staff to perform multiple tasks. Programs with adequate funding give some Recipients the advantage of hiring more staff to perform specialized areas. In both cases the community’s needs typically exceed the availability of funds. Consequently, staffing practices require extensive multi-tasking. Exhibit 2-2 identifies many of the duties that maybe involved depending on the size of the program.

EXHIBIT 2-2

<ul style="list-style-type: none"> • Receiving and processing applications for new and continued housing assistance, including down payment, emergency, rehab, rental assistance, etc. • Advising applicant on eligibility requirements, methods of selecting residents, and available housing assistance opportunities, including rental, rent-to-own, rental assistance, or homeownership • Determining applicant eligibility or ineligibility per policies • Notifying eligible applicants of vacancies and assignment procedures • Computing monthly house payments or amount of housing assistance • Conducting annual, interim, or special housing reviews or recertification • Processing loans on homebuyer units • Conducting outreach 	<ul style="list-style-type: none"> • Interviewing applicants to obtain additional information such as family characteristics, income sources, need for housing assistance, etc. • Verifying applicant information by contacting landlords, employers, service agencies, and other data sources • Meeting with the Recipient’s governing body to provide information on specific tenant issues (as required) • Performing lease compliance including collections, abandonment, occupancy, evictions, etc. • Assisting tenants with maintenance work order procedures/submissions • Assisting with the process of site suitability • Reporting • Maintaining detailed filing system
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APPENDIX 12 includes sample job descriptions which illustrate various approaches to performing admissions and occupancy functions.

2.5 FILE MANAGEMENT

Thorough documentation ensures the Recipient’s ability to demonstrate accountability and compliance with statutory and regulatory requirements. However, documentation is



meaningless if information can't be retrieved. This section provides an overview of requirements for maintaining a sound recordkeeping system and the contents that must be included in applicant and tenant files.

2.5.1 Statutory and Regulatory Requirements

Section 403(b) of NAHASDA and its implementing regulations at 24 CFR §1000.502(a) require a Recipient of IHBG funds to complete an annual self-monitoring assessment to ensure:

- Compliance with IHBG and other applicable Federal requirements, and
- Performance and progress in implementing the Indian Housing Plan (IHP).

2.5.2 Legal Responsibility

Recipients, applicants, and participants have rights. These rights are protected by the agreements excluded by all parties. Thorough documentation and excellent file management practices ensures enforcement of rights.

The Recipient must establish a records management system to meet NAHASDA's implementing regulations which require Recipients to perform self-monitoring activities annually.

2.6 GENERAL FILE REQUIREMENTS

The Recipient needs to establish written procedures for identifying the types of files it must maintain, documentation required for tenant and programmatic files, and the way files are to be retrieved and stored. Procedures should be written to ensure understanding and compliance. Exhibit 2-3 provides an excerpt from a TDHE's admissions and occupancy policy that outlines file requirements.

2.6.1 File Documentation

Each applicant and tenant file must contain documentation of any verification efforts including, but not limited to the following:

- Household composition
 - Names, relationship to head, birth date, Social Security number and tribal affiliation of all household members
 - Status of live-in aides and foster children



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- Income
 - Amounts and sources of income of all family members
 - Net family assets
 - Deductions from income (for rent computation)
 - Rent computation
 - Admission preferences (if any)
 - Screening information (tenant history, credit history, home visit record, and, if applicable, verification of criminal history)

2.6.2 Criminal Record Information

The Recipient must establish a system of records management that ensures that any criminal record received by the Recipient from law enforcement agencies is—

- Maintained confidentially.
- Not misused or improperly disseminated.
- Destroyed once the purpose for which the record was requested has been accomplished.

Criminal conviction records must be kept under lock and key and under the custody and control of the executive director. Criminal records must be kept in files separate from all other housing records. The tenant or applicant file should document that a criminal background check was conducted, that the applicant passed the check or did not pass the check, and the source of the information. Criminal background record checks should be retained separately from the applicant file for those applicants denied housing until the expiration of the period for requesting an informal hearing to challenge the Recipient's decision. The records should be destroyed at the expiration of the period or at the conclusion of the informal hearing or any litigation. See NAHASDA regulations at 24 CFR §§ 1000.50, 1000.152, 1000.154, and Program Guidance 2019-05 *Update to Instructions for Obtaining FBI Criminal History Record Information* for additional information.

EXHIBIT 2-3 – Sample Policy

1. Filing Requirement: All applications are filed as Active or Inactive.
2. File Management: When an applicant is placed on the Waiting List, the application and all the supporting documentation is maintained in the Active File. All applicant files are organized alphabetically.



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3. Inactive File: Applicants who are determined to be ineligible for whatever reason are placed in the Inactive File, organized alphabetically by fiscal year. Inactive files will be set up in a database indicating the name, address, bedroom size, income, and date.
4. File Retention: All Inactive Files are retained for a minimum of 3 years. All active files are retained for 5 years after move-out or outstanding issues are resolved, whichever is greater.
5. Inactive File Placement: Waiting List applicants will be placed on the inactive waiting list when treated as follows: Staff has made a determination of ineligibility.
6. Confidentiality: Information contained in the TDHE files is confidential. Only those with a need to know have the right to review the contents of client files. Staff is prohibited from discussing the contents of a client's file with anyone other than TDHE staff. Tribal officials must have a court order to access applicant or occupant information unless the applicant or occupant has signed a consent to release the information to the requesting party.

2.6.3 Drug Abuse Treatment Information

The Recipient also must establish a system of records management that ensures that any information the Recipient receives from a drug abuse treatment facility about a person is—

- Maintained confidentially.
- Not misused or improperly disseminated.
- Destroyed once the purpose for which the record was requested has been accomplished or destroyed following expiration of the period for filing a challenge to a Recipient's decision to deny housing or at the conclusion of litigation.

These records must never be retained in the applicant or tenant file but must be retained separately and securely.



2.7 FILE ORGANIZATION

Files need to be established for each applicant or resident associated with the Recipient's housing assistance program. Exhibit 2-4 provides a sample file organization outline using an eight-part file folder. The sample file plan reflects low-rent, mutual help, down payment, and lease option programs that require housing counseling prior to selection,

The type of folder used by the Recipient depends on the size of the program and the type of program. The contents identified in Exhibit 2-4 can be tailored to the requirements of any program.

A Recipient who provides an intense housing counseling program will want to use a separate folder to maintain those contents. Also, legal documents resulting from court action should be maintained in a separate folder as well.

2.8 FILE RETRIEVAL

The circulation of tenant files should be strictly limited to those staff who need them for the efficient performance of their duties. Anytime a file is removed, it needs to be signed for and dated by the staff checking it out for any length of time. A File Check-Out Log is a divider inserted in the file cabinet in front of every tenant file to track the location of the file. Exhibit 2-5 includes a sample File Check-Out Log.



EXHIBIT 2-4

Inside front cover:

- Left side:** Application, latest application on top
Preselection notice (move-in & deposit requirements sheet)
Results of drug testing
Receipt of security deposit
Receipt of key issuance
Certificate of completion of orientation/housing counseling class
Tenant itemized worksheet
All initial verifications (enrollment number)
Copy of payroll deduction form with date sent to Finance
Amortization computation schedule (if applicable)
Recomputations of loan balance (if applicable)
Move-in inspection
Lease agreement
Addendums or contract agreements
Conveyance documents (if applicable)
- Right side:** Recertification/verifications/updated application sheets, payoff statements (if applicable)

Second Section:

- Left side:** All inspections (interior & exterior)
Work orders
Billing
- Right side:** Payback agreements
Tenant history (if necessary)
Adjustments
Delinquency notices
Notices to credit bureau

Third Section:

- Left side:** Incoming correspondence
Right side: Outgoing correspondence

Additional File for Counseling:

- Left side:** Client assessment (budget, credit report, debt management)
Right side: Counseling session summaries



EXHIBIT 2-5

FILE CHECK OUT LOG				
Any TDHE		FILE NAME James Bond & Iraida Bond		
PROGRAM & UNIT NUMBER: LP 007-336:				
FILE TYPE	Occupancy	Counseling	Legal	
CHECKED OUT BY			RETURNED BY	
Staff Name	Date	File Type	Staff Name Sent To	Date

2.9 MAINTAINING HOUSING COUNSELING FILES

The forms listed below in Exhibit 2-6 are tools housing counselors may use to maintaining accurate records of the activity related to each client. Housing counseling does not always follow a natural progression of events from start to finish. There are often new information and changing circumstances which the counselor must track. A good record-keeping system is the foundation to providing good service to clients,



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EXHIBIT 2-6

TYPE OF FORM	WHEN TO USE
Intake Form	Initial Session
Client Action Plan	Initial Session/Return Appointments
Monthly Budget Worksheet	As Necessary
Debt Payment Worksheet	As Necessary
Prequalification Worksheet	Pre-Purchase Counseling Session
House Hunting Checklist	As Necessary
Home Evaluation Checklist	As Necessary
Wants and Needs Checklist	As Necessary
Application Checklist	Pre-Purchase Counseling Session
Sample Purchase Contract	Pre-Purchase Counseling Session
Uniform Residential Loan Application	As Necessary/Pre-Purchase Counseling
Truth-In-Lending Disclosure Statement	As Necessary/Pre-Purchase Session
Rental Counseling Checklist	Initial Session/Rental Counseling
Rental Inspection Checklist	As Necessary
Seminar Sign-In Sheet	As Necessary
Evaluation & Comment Form	As Necessary



SECTION 3 THE APPLICATION PROCESS

3.1 RECIPIENT RESPONSIBILITY

The most important contributions to the correct determination of eligibility, house payment, and other housing assistance are:

- Correct information provided by the family.
- Effective owner verification and interpretation of the information provided.
- Correct application of NAHASDA regulations by the Recipient.

The challenge for Recipients is to create a system (i.e., policies, procedures, questions, formats, interview tools) reflecting NAHASDA requirements, while ensuring fair and consistent implementation. Not all applicants, even willing ones, provide complete and accurate information. Also, not all Recipients collect the data needed to achieve the desired results. Consequently, Recipients must rely on a process that includes the following:

- A written application
- A program application process
- A definitive screening process
- An interview process

3.2 WRITTEN APPLICATION

Written applications are required of any person or household to apply for housing assistance.

- The applicant should sign and date the application and a staff member should time and date stamp and initial the application to document when it was received.
- Unless its waiting list is closed, the staff should accept every application and process them to the extent necessary to determine eligibility.



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- Prior to taking applications and during periods when the waiting list is closed, consider maintaining an inquiry list of those households who are interested in receiving assistance. Make it clear that an "inquiry" does not constitute an application and does not determine the date and time for purposes of positioning on the waiting list.
- The application may be completed by either the applicant or by a member of the housing staff. The applicant must sign the application if assisted by a housing staff member.

Each Recipient is responsible for developing their own application forms. These forms should capture and organize the information needed to make a determination of eligibility for housing assistance programs, such as:

- Household annual gross income.
- The applicant family's characteristics.
- The appropriate size, location, and type of home for the family.
- Whether the family is suitable for participation in the housing program in accordance with the local applicant selection criteria within the selection policy.
- Whether or not the applicant family qualifies for an established preference.

The application serves as a guide to effective interviewing which additionally supports the following:

- Ensures that the same questions are asked of all families.
- Provides a paper trail for false statements.
- Provides "proof" that questions were asked.

A sample general application form is included in **APPENDIX 13**.

3.3 ELIGIBILITY SCREENING

Screening for eligibility involves consideration of numerous factors such as program requirements, income restrictions, and established preferences. Although many of these factors may be locally determined, a written eligibility policy provides specific guidance regarding procedures for determining eligibility.



Some of the areas examined include:

- Criminal background check
- Landlord references
- Previously assisted applicant and whether there is an outstanding debt
- Program specific requirements
- Eligible family/individual composition
- Tribal enrollment documentation
- Creditworthiness
- Principal residence
- Ability to enter into an agreement
- Rental use and maintenance history
- Habits and practices
- Verification time frame
- Employment stability
- Social Security number(s)
- Birth certificates of newborns
- Marriage license or divorce decrees

Even though it is no longer required, it is still a good practice to require the head of household, spouse, and all family members aged six or older, to disclose and document their Social Security numbers or execute a written certification when a Social Security number has not been assigned.

3.4 DIFFERENT PROGRAMS, DIFFERENT PROCESS

The application process will vary depending on the type of assistance you offer. Exhibit 3-1 illustrates the general process. Remember, in all cases the Recipient must first determine income eligibility.

3.5 INTERVIEWING THE APPLICANT

No matter how expertly designed, the questions posed in the application may be interpreted differently by different applicants. To ensure completeness and accuracy,



application review should be supported with staff and applicant interviews.

Interviewing is the most important skill in the housing process when performed effectively. It may either encourage or discourage compliance, cooperation, and honest disclosure.

Good interviewers must possess people, data collection, and analysis skills. Additionally, they must demonstrate genuine interest in the family and their circumstances.

EXHIBIT 3-1

BASIC APPLICATION PROCESS



One way of remembering the important purposes of an interview is by using the acronym C.A.V.E. The interview plays an essential role in—

- Collection of complete information.
- Analysis of the information to determine verification requirements and to resolve discrepancies.
- Verification of the information.



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- Education of applicants and tenants of what is required and how the program works.

Effective intake results in the selection of tenants who will likely comply with the lease, follow program requirements, and appreciate the housing assistance provided. Poor intake results in the admission of problem tenants and ultimately higher costs to Recipients.



SECTION 4 DETERMINING INCOME ELIGIBILITY

4.1 INCOME UNDER NAHASDA

As discussed earlier, one of the criteria for eligibility for admission to a housing assistance program is the amount of annual income a family earns. In accordance with Section 4 (9) of NAHASDA, the term “income” means:

EXHIBIT 4-1

. . . income from all sources of each member of the household as determined in accordance with criteria prescribed by the Secretary (of HUD), except that the following amounts may not be considered as income under this paragraph:

- (A) Any amounts not actually received by the family.*
 - (B) Any amounts that would be eligible for exclusion under section 1613 (a)(7) of the Social Security Act.*
 - (C) Any amounts received by any member of the family as disability compensation under chapter 11 of title 38, United States Code, or dependency and indemnity compensation under chapter 13 of such title.*
-

In this case, “criteria prescribed by the Secretary” means the definition of “annual income” described in 24 CFR §1000.10 (b). The three different definitions of income include:

- (1) The HUD Section 8 Definition of Annual Income (24 CFR, part 5, subpart F)
- (2) The U.S. Census Method
- (3) The IRS Method

Accordingly, Recipients exercise their right of self-determination by choosing the definition that is most advantageous to the family or the Recipient. According to Program Guidance 2013-05(R) *Calculating Annual Income for the Purposes of Eligibility Under NAHASDA*, **APPENDIX 4**, Recipients do not need to limit the definition to only one of the three outlined in this guidance. For example, the policy may state that the Recipient may use the definition most advantageous to the family or to the housing entity for purposes of determining eligibility.



Although each method will be discussed separately, the method typically used prior to the enactment of NAHASDA was the Section 8 definition of income. Because it is also the method currently used in most housing programs, we will begin our discussion with the HUD Section 8 Part 5 definition.

4.2 ANNUAL INCOME AS DEFINED IN 24 CFR PART 5

The annual income definition found at **24 CFR Part 5**, provided in **APPENDIX 14**, is used by a variety of Federal programs including, NAHASDA. Annual income is used to determine program eligibility and, in some programs, the level of assistance the household will receive.

The definition of annual income is the *gross amount of income of all adult household members* that is *anticipated to be received* during the coming 12-month period. Each of the italicized phrases in this definition is key to understanding the requirements for calculating annual income.

- **Gross Amount.** For those types of income counted, gross amounts (before any deductions have been taken) are used.
- **Income of All Adult Household Members.** The definition of annual income contains income “inclusions” – types of income to be counted – and “exclusions” – types of income that are not considered.
- **Anticipated to be Received.** The Part 5 annual income definition is used to determine eligibility and the amount of Federal assistance a household can receive. A Recipient must, therefore, use a household’s expected ability to pay, rather than past earnings, when estimating housing assistance needs.

4.2.1 Whose Income to Count?

Knowing whose income to count is as important as knowing which income to count. Exhibit 4-22 summarizes whose income generally counts under Section 8 for the purpose of calculating household income for NAHASDA assistance. Under the Part 5 definition of annual income special consideration is given to income earned or unearned by the following groups of people:

- **Minors.** Earned income of minors is not counted. However, unearned income attributable to a minor (e.g., child support, TANF payments and other benefits paid on behalf of a minor) is included.



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- **Foster Children and Adults.** These persons are included in the household member count. Foster children earned income is not counted, however unearned income counts as income. Foster adult earned and unearned income counts as income.
- **Live-In Aides.** If a household includes a paid live-in aide (whether paid by the household or a social service program), the income of the live-in aide, regardless of the source, is not counted.
- **Persons with Disabilities.** During the annual recertification of a household's income, Recipients are required to exclude from annual income certain increases in the income of a disabled member of qualified families residing in NAHASDA-assisted housing or receiving NAHASDA tenant-based rental assistance.
- **Adult Students Living Away from Home.** If the adult student is counted as a member of the household in determining the household size (to compare to the HUD income limits), the first \$480 of the student's income must be counted in the household's income. Note, however, that the \$480 limit does not apply to a student who is the head of household or spouse (his or her full income must be counted). To count the adult student as a household member, the adult student would need to be verified as a dependent, usually on the parent's tax return. Additionally, student status must be verified with documentation in the file.
- **Temporarily Absent Household Members.** The income of temporarily absent household members is counted in the definition of annual income—regardless of the amount the absent member contributes to the household.



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EXHIBIT 4-2

PERSONS COUNTED IN HOUSEHOLD SIZE FOR THE PURPOSES OF ELIGIBILITY CALCULATION	EMPLOYMENT INCOME	OTHER INCOME
Head	YES	YES
Spouse	YES	YES
Co-head	YES	YES
Other Adult	YES	YES
Dependents	NO	YES
Child under 18	No	YES
Full-time Student over 18	SEE NOTE	YES
Foster Child under 18	NO	YES
Foster Adult	YES	YES
NON-MEMBERS NOT COUNTED		
Live-in Aide	NO	NO

EXHIBIT 4-3

For example, a construction worker employed at a temporary job on the other side of the state earns \$600 per week. He keeps \$200 per week for expenses and sends \$400 per week home to his family. The entire amount (\$600 per week) is counted in the family's income.

NOTE: Unless specifically identified above as a temporary or permanent absent household member, Recipients should determine if a unique household situation should be considered permanent or temporary.

- **Permanently Absent Household Members.** If a household member is permanently absent from the household (e.g., a spouse who is in a nursing home), the head of household has the choice of either counting that person as a member



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of the household and including income attributable to that person as household income, or specifying that the person is no longer a member of the household.

4.2.2 Types of Income to Count

A comprehensive list of income that is included and excluded from calculations of annual income under Part 5 is updated by HUD when changes are made by Congress.

Program Guidance 2013-05(R) *Calculating Annual Income for Purposes of Eligibility under NAHASDA* is included as **APPENDIX 4**.

Program Guidance 2013-05(R) further explains that lump sum or periodic payments received by an individual Indian in the case entitled *Elouise Cobell et al. v. Ken Salazar et al* are statutorily excluded pursuant to the Claims Resolution Act of 2010 (Pub. L. 111–291). Payments may not be counted as a part of an individual’s income for purposes of determining initial eligibility, ongoing eligibility, or level of IHBG assistance. NAHASDA identifies the following income exclusions:

- Any amounts not actually received by the family.
- Any amounts that would be eligible for exclusion under Section 1613(a)(7) of the Social Security Act. This relates to certain amounts received from the United States that are attributable to underpayments of benefits due for 1 or more prior months under the Social Security Act.
- Any amounts received by any member of the family as disability compensation under Chapter 11 of Title 38, United States Code, or dependency and indemnity compensation under chapter 13 of such title. This relates to amounts received from the Department of Veterans Affairs by a family for service-related disabilities of a member of the family and survivor benefits. | 13 includes PIH Notice 2011-15 *Implementation of Statutory Change to the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA) related to Income* which was extended by PIH Notice 2012-5.
- Exclude any payments that are expressly excluded from annual income under these NAHASDA exclusions.

A sample of types of income that may be included or excluded from the annual income definition is provided in Exhibit 4-4.

4.2.3 Income from Self-Employment

The net income from operation of a business or profession including self-employment



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income is used to calculate annual income. Net income is the gross income less business expenses, interest on loans, and depreciation computed on a straight-line basis. Important considerations when calculating net income include:

- In addition to net income, any salaries or other amounts distributed to family members from the business, and cash or assets withdrawn by family members, must be counted, except when the withdrawal is a reimbursement of cash or assets invested in the business.
- Principal payments on loans, interest on loans for business expansion or capital improvements, other expenses for business expansion or outlays for capital improvements, must not be deducted when calculating net income.
- If the net income from a business is negative, it must be counted as zero income. A negative amount must not be used to offset other family income.

In the case of a self-employed individual who has just started a business, the Recipient should ask the individual to estimate what the net income is that he/she expects to earn from the business. You may need to assist the individual in making this determination by asking him/her how much they expect to make and what expenses the business is expecting to have over the next 12 months.

4.2.4 No Income or Not Enough Income

Careful assessment is required when an applicant states that they have no income, or the stated income is not enough to cover household expenses. It is important to note if the household expenses are paid and current or if they remain unpaid. This is a clear indicator of whether there truly is no or not enough income. Third-party verifications should be required including verification of Social Security benefits or printout of the record, verification of unemployment benefits, notarized statement of non-filing for Federal income tax, verification of assets on deposit, and a review of checking account statements that may show frequent deposits that may mean income.

EXHIBIT 4-4



Examples of income included when calculating the total gross household income:

- Employment
- Social Security
- TANF
- Tribal General Assistance
- Alimony and child support
- Alaska Corporation Dividends
- Recurring gifts
- Unemployment benefits
- Workers Compensation
- Permanent Fund Dividend
- Per Capita payments from gaming activities (NOTE: Per Cap from Tribal Trust land has an initial \$2,000 per individual exclusion. This ONLY applies to per cap payments whose source is derived from Tribal Trust land.)

Examples of income excluded when calculating household gross annual income:

- Food Stamps
- Section 8 rental assistance
- Foster care payments
- Hostile fire pay to military members
- Student financial aid
- Recurring payments paid directly to a childcare provider by a person not living in the home
- Amounts specifically excluded by any other Federal statute – this includes lump sum or periodic payments received by an individual Indian in the case entitled *Elouise Cobell et al. v. Ken Salazar et al.* These *Cobell* Settlement payments are statutorily excluded pursuant to the Claims Resolution Act of 2010 (Pub. L. 111–291). The exemption attaches to the payment and applies for a one-year period from that payment. Payments may not be counted as a part of an individual’s income for purposes of determining initial eligibility, ongoing eligibility, or level of IHBG assistance. For more information regarding exclusions specific to Indian Tribes see Program Guidance 2013-05 *Calculating Annual Income for Eligibility Purposes under NAHASDA*.
- Veterans’ Benefits excluded from income for NAHASDA program eligibility. Per PIH Notice 2011-15, compensation for a veteran or any member of his or her family for service-connected disability or death under title 38 USC, Chapter 11 and dependency and indemnity compensation for service-connected deaths under title 38 USC, Chapter 13 is excluded from the calculation of income for determining program eligibility under NAHASDA.



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An assessment of all information available will allow the Recipient to make an informed decision to either accept or deny the application for assistance. Refer to Exhibit 4-5 for an example of verification suggestions. **APPENDIX 15** provides a sample questionnaire to be used in verifying no income.

EXHIBIT 4-5 – Declaration of “No Income”

Declaration of “No Income” Issue: Husband, wife and two children apply for assistance. The wife is not on any tax returns, no verifiable income or any other sort of paper trail to use as documentation. What alternative documentation is required to prove she is without any income to contribute?

Recommendation: Both adults must sign a 3rd party release of information form before proceeding. To verify the applicant’s zero-income claim, request several of the following:

- ✓ IRS Form 4506-T to verify either income or non-filing for Federal income tax
- ✓ Verification of Social Security benefits or printout of the record
- ✓ Verification of unemployment benefits
- ✓ Verification of assets on deposit (same bank as spouse)
- ✓ Credit report

4.2.5 Social Security Income

There are certain rules that assist in determining the correct monthly amount to use when calculating the income from Social Security benefits.

- Use the monthly amount **before** the Medicare amount is deducted.
- Use the monthly amount **after** adjustments for past overpayments.
- Use the monthly amount with the expected Cost of Living Adjustment (COLA) included if the COLA has been announced at the time you are qualifying an individual. COLA is usually announced in October by the Social Security Administration.

NOTE: Social Security benefits may now be delivered to the Recipients via a Direct Express® or Debit Mastercard® card account. This creates a scenario where you would count the income being received from Social Security and count the balance on the cards as an asset. You are not double counting because you would only count interest that is



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being earned on the card balances (if any) just as you would count the interest on any Social Security funds that had been deposited in interest bearing checking/savings accounts.

4.2.6 Calculating Alimony, Child Support Income

Alimony and child support that have been awarded by the court must be counted unless the person designated to receive these payments can demonstrate that he or she is not receiving the payments and has taken legal action through the courts or child support enforcement agency to attempt to collect the payments. If the Recipient has a court order, is not receiving any payments, and has not attempted to enforce collection, then the full amount of the court-ordered support must be included when calculating the household's gross annual income.

If the Recipient has filed proceedings to collect the court-ordered payments and is receiving a lesser amount than that awarded by the court, the lesser amount may be counted if third-party verification can be obtained documenting the enforcement attempts. If the support is being paid through the welfare agency, the family may not receive the full amount as the welfare agency will use part of the funds to offset the costs of the welfare benefits that the individual is receiving. The individual entitled to receive the child support may receive what is known as a "pass-through" amount instead of the full amount of the court-ordered child support. In these cases, only the "pass-through" amount is counted toward the household income.

4.6 CHILD CUSTODY & SUPPORT PAYMENT COMPUTATION

Calculating Alimony & Child Support Income	Full Amount	Partial Amount	Arrears	No Payments
Court Ordered	Include all	3rd party verification - use sum of last 12 months	3rd party verification - use sum of last 12 months	3rd party verification: a) if received in past 12 months b) if not received, don't count
Not Court Ordered	Have family enter amount expected to receive in next 12 months on Child Support Affidavit	Have family enter amount expected to receive in next 12 months on Child Support Affidavit	NA	Have family complete Child Support Affidavit



EXHIBIT 4-6

Wendy has a court order requiring her ex-husband to pay \$200 per month in child support. Wendy has pursued collection through the local child support enforcement agency which provides a printout showing what she has received for the last 6 months:

Jan-\$50	Mar-\$75	May-\$100
Feb-\$25	Apr-25	June-\$0

How is the income from the child support calculated?

- Step 1: Total amount received for 6 months: _____
- Step 2: Determine monthly average _____
- Step 3: Annualize the monthly average _____

EXHIBIT 4-7

Jada has a court order which awards her \$250 per month in child support for her two children. The father (who is ordered to pay) has not and Jada has made no attempts to collect the support.

Is the \$250/month counted toward the household income?

4.2.7 Military Pay

The Section 8 method counts all military pay except for hostile fire pay. When IHBG funds are leveraged with other federal or private funds, other requirements may apply,

4.2.8 Methods for Computing Part 5 Annual Income – No Assets

Once all sources of income are known and verified, the reported income must be converted to an annual figure. **Appendix 16** provides detailed instructions on the various



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ways to calculate income. The following is a brief summary of how to calculate income.

Convert periodic wages to annual income by multiplying:

- Hourly wages by the number of hours worked per year (2,080 hours for full-time employment with a 40-hour week and no overtime).
- Weekly wages by 52.
- Bi-weekly wages (paid every other week) by 26.
- Semi-monthly wages (paid twice each month) by 24.
- Monthly wages by 12.
- To annualize other than full-time income, multiply the wages by the actual number of hours or weeks the person is expected to work.
- Because gross pay will differ from week to week, you must determine what an average week's pay will be to project their gross annual income. The formula below should be applied.



EXHIBIT 4-9 Instructions for Calculating Anticipated Annual Income

Step # 1 & Step # 2. List the gross salary earned for each pay stub submitted noting the week/ending date. Add all amounts listed to get a total. See below:

- # 1 Week/ending _____[date] _____[amount]
- # 2 Week/ending _____[date] _____[amount]
- # 3 Week/ending _____[date] _____[amount]
- # 4 Week/ending _____[date] _____[amount] _____ [total amount]

- Step # 3. Divide the total amount by the number of stubs to get the average.
Total divided by number of stubs = average weekly rate.
- Step # 4. Multiply the average weekly rate x 52 weeks to get the projected annual income.
- Step # 5. Divide the projected annual rate by 12 months to get the projected monthly amount.

EXHIBIT 4-10

Calculating Anticipated Annual Income

Alice works at the local grocery store and her hours vary from week to week. She has submitted the following four consecutive pay stubs as income verification.

Step # 1 & Step # 2

- #1 w/e 10/03/12 - 214.50
 - #2 w/e 10/10/12 - 250.25
 - #3 w/e 10/17/12 - 188.50
 - #4 w/e 10/24/12 - 253.50
- \$906.75** [total amount]

Step # 3

\$906.75 / 4 [stubs] = **\$226.69** [average weekly rate]

Step # 4

\$226.69 [average weekly rate] x 52 [weeks] = **\$11,787.88** [projected annual income]

Step # 5

\$11,787.88 / 12 [months] = **\$982.32** [projected monthly income]



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Exhibits 4.11 and 4.12 provide examples that demonstrate how the Part 5 annual income definition is applied to individual household circumstances.

EXHIBIT 4-11 Seasonal work.

Clifford Clue is a roofer. He works from April through September. He does not work in rain or windstorms. His employer can provide information showing the total number of regular and overtime hours Clyde worked during the previous 12 months.

To calculate Clyde's anticipated income, use the average number of regular hours over the most recent 12 months multiplied by his current regular pay rate, plus the average number of overtime hours times his current overtime rate.

EXHIBIT 4-12 Calculating Anticipated Annual Income

A teacher's assistant works 9 months annually and receives \$1,300 per month. During the summer recess, the teacher's assistant works for the Parks and Recreation Department for \$600 per month. The owner may calculate the family's income using either of the following two methods:

1. Calculate annual income based on current income: \$15,600 ($\$1,300 \times 12$ months).

The owner would then conduct an interim recertification at the end of the school year to recalculate the family's income during the summer months at reduced annualized amount of \$7,200 ($\600×12 months). The owner would conduct another interim recertification when the tenant returns to the 9-month job.

2. Calculate annual income based on anticipated changes through the year:

\$11,700	($\$1,300 \times 9$ months)
<u>+ 1,800</u>	($\$ 600 \times 3$ months)
\$13,500	

Using the second method, the owner would not conduct an interim re-examination at the end of the school year. To use this method effectively, history of income from all sources in prior years should be available.



4.2.9 Anticipated Annual Income Tips & Practice Summary

The requirements for determining whether a family is eligible for assistance, and the amount of rent the family will pay, require housing staff to project or estimate the **annual income** that the family expects to receive. There are several ways to make this projection. The following are two acceptable methods for calculating the annual income anticipated for the coming year.

- **Calculate annual income based on current income.** Generally, current circumstances must be considered in order to determine anticipated income. The projected annual income is calculated by annualizing current income. Income that may not last for a full 12 months (e.g., unemployment compensation) should be calculated assuming current circumstances will last a full 12 months. If changes occur later in the year, an interim recertification can be conducted to change the family's rent.
- Calculate annual income based on anticipated changes through the year. **If information is available on changes expected to occur during the year that information is used to determine the total anticipated income from all known sources during the year. If the information is available, use present circumstance.**

4.3 TREATMENT OF ASSETS

Some assistance programs require that families “spend down” assets before they can participate. There is no asset limitation for participation under the NAHASDA. Income from assets is, however, recognized as part of annual income under the Part 5 definition. To comply with the Part 5 rules regarding assets, Recipients must know the following:

- What to include as assets.
- How to compute the market and cash value of those assets.
- How to determine the income from the asset to be included in annual income.

Two questions that must be asked before the household asset income can be calculated:

First: Does the household member(s) have access to the assets they are listing? For example, a 401k may have certain provisions that prevent an employee from accessing any of the funds in the account until he or she has been employed for a specific number of years. This means the employee would not be allowed to withdraw any of the funds at



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all. This is different from withdrawing the funds and incurring interest and penalties. If you can withdraw the funds, you have “access.”

Second: Is the total cash value of the household assets \$5,000 or more? If the total value of the household’s assets is less than \$5,000 then it is not necessary to perform a third-party verification on assets, and the household can self-certify as to the total value of the assets by signing an “Under \$5,000 Asset Certification” form. Also, if the total value of the assets is less than \$5,000 then only the actual income from the assets (if any) is counted. If the household’s total assets are valued at over \$5,000 then each asset will need to be third-party verified and the income from the assets will be determined by comparing the actual total income from the assets and the imputed income using the HUD 6 percent Passbook Rate.

4.3.1 What to Include as an Asset

In general terms, an asset is a cash or non-cash item that can be converted to cash. A summary of items that are and are not to be considered assets are shown in Exhibit 4-13.

EXHIBIT 4-13

INCLUDED	EXCLUDED
<ul style="list-style-type: none"> • Savings Accounts • Checking Accounts • Money Market Accounts • 401k • IRAs • Real Estate Ownership • Mutual Funds • Whole Life Insurance 	<ul style="list-style-type: none"> • Personal property (vehicle used on a regular basis, jewelry, furniture, clothes, etc.) • Interest in Indian Trust Land • Assets lost in divorce, foreclosure or bankruptcy • Assets disposed of for fair market value • Term life insurance • Assets not accessible by the applicant

NOTE: It is the income earned—e.g., interest on a savings accounts—not the value of the asset that is counted in annual income. Six months of the most current, consecutive checking account statements and 1 month of the most current savings account statement are the minimum requirements to document these assets. All pages of these statements must be included.

Exhibits 4-14 through 4-21 provide examples that demonstrate how income from assets is calculated. Market value and cash value assets have both a market value and a cash value. The market value of an asset is simply its dollar value on the open market. For example, the market value of a share of stock is the price quoted on the stock exchange



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on a particular day. A property's market value is the amount it would sell for on the open market. This may be determined by comparing the property with similar, recently sold properties.

An asset's cash value is the market value less reasonable expenses required to convert the asset to cash, including:

- **Penalties or Fees for Converting Financial Holdings.** Any penalties, fees or transaction charges levied when an asset is converted to cash are deducted from the market value to determine its cash value (e.g., penalties charged for premature withdrawal of a certificate of deposit, the transaction fee for converting mutual funds to cash or broker fees for converting stocks to cash).
- **Costs for Selling Real Property.** Settlement costs, real estate transaction fees, payment of mortgages/liens against the property and any legal fees associated with the sale of real property are deducted from the market value to determine equity in real estate.

Under the rules of Part 5, only the cash value (rather than the market value) of an item is counted as an asset. If more than one person owns an asset, Recipients must prorate the asset according to the applicant's percentage of ownership. If no percentage is specified or provided by state or local law, Recipients must prorate the asset evenly among all owners. If an asset is not effectively owned by an individual, it is not counted as an asset.

4.3.2 Actual Income from Assets

Assets can generate income and, for the purpose of determining an applicant's income, the actual income generated by the asset (e.g., interest on a savings or checking account) is what counts, not the value of the asset. The income is counted even if the household elects not to receive it. For example, if an applicant elects to reinvest the interest or dividends from an asset, it is still counted as income.

As with other types of income, the income included in annual income calculation is the income that is anticipated to be received from the asset during the coming 12 months. Several methods may be used to approximate the anticipated income from the asset. Many Recipients are surprised to learn that checking account balances (as well as savings account balances) are considered an asset. This rule is not intended to count monthly income as an asset; rather, it is recognition that some households keep assets in their checking accounts. To avoid counting monthly income as an asset, Recipients must use the average monthly balance over a 6-month period as the cash value of the checking account.



To obtain the anticipated interest on a savings account, the current account balance can be multiplied by the current interest rate applicable to the account. Alternatively, if the value of the account is not anticipated to change soon and the interest rate has been stable, a copy of the IRS 1099 form showing past interest earned can be used.

4.3.3 Assets Owned Jointly

If assets are owned by more than one person, prorate the assets according to the percentage of ownership. If no percentage is specified or provided by a state or local law, prorate the assets evenly among all owners.

If an asset is not effectively owned by an individual, do not count it as an asset. An asset is not effectively owned when the asset is held in an individual's name, but: (a) the asset and any income it earns accrue to the benefit of someone else who is not a member of the family; and (b) that other person is responsible for income taxes incurred on income generated by the assets.

Determining which individuals have ownership of an asset requires collecting as much information as is available and making the best judgment possible based on that information. In some instances, but not all, knowing whose Social Security number relates to the asset may help in identifying ownership.

Recipients should be aware that there are many situations in which a social security number connected with an asset does not indicate ownership and other situations where there is ownership without connection to a Social Security number. Determining who has contributed to an asset or who is paying taxes on the asset may assist in identifying ownership.

4.3.4 Two Unique Rules

For most assets, calculating cash value and the income from the assets is straightforward. Special rules have, however, been established to address two circumstances:

- Situations in which the assets produce little or no income.
- Assets that are disposed of for less than fair market value.

✓ ***When an Asset Produces Little or No Income***

This rule assumes that a household with assets has an increased payment ability, even if



its assets do not currently produce income. Exhibit 4-14 illustrates this rule.

EXHIBIT 4-14

For example, a household owns land that is not rented or otherwise used to produce income. Rather than require the household to dispose of the property, the rule requires that an “imputed” income be calculated based on a Passbook Rate that is applied to the cash value of all assets.

When calculating income from assets, use 6 percent as the passbook rate. This rule only applies if the total cash value of **all** assets is more than \$5,000. The following examples illustrate how imputed income from assets calculation is applied:

EXHIBIT 4-15

The Mark family has \$6,000 (average balance over 6 months) in a non-interest-bearing checking account. The Recipient would include in annual income an amount based on the current Passbook Rate. The calculation would be: $\$6,000 \times .06 = \360 .

EXHIBIT 4-16

The Hernandez family has \$3,000 (average balance over 6 months) in a non-interest-bearing checking account and \$5,500 in an interest-bearing savings account. The family reports and the Recipient verify \$150 interest on the savings account. The Recipient would count the greater of the actual income from assets or the imputed income based on the Passbook Rate, as shown below:

Imputed income ($\$8,500 \times .06$) =	\$510
Actual income	\$150
Included in annual income	\$510



EXHIBIT 4-17

The Smiths have \$600 (average balance over 6 months) in a non-interest-bearing checking account. No income from assets would be counted because the family has no actual income from assets and the total amount of all assets is less than \$5,000.

4.3.5 When Assets are Disposed of at Less than Fair Market Value

Applicants who dispose of assets for less than fair market value (i.e., value on the open market in an “arm’s length transaction”) have voluntarily reduced their ability to afford housing. The Part 5 rules require, therefore, that any asset disposed of for less than fair market value during the 2 years preceding the income determination be counted as if the household still owned the asset.

The amount to be included as an asset is the difference between the cash value of the asset and the amount that was received (if any) in the disposition of the asset. Consider the following example.

Each applicant must certify whether an asset has been disposed of for less than fair market value. Assets disposed of for less than fair market value because of foreclosure or bankruptcy are not included in this calculation. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be less than fair market value if the applicant receives (or received) important consideration not measurable in dollar terms.



EXHIBIT 4-18

Mr. Jones cashed in stock to give a granddaughter funds for college in August 2016. The stock had a market value of \$4,500 and a broker fee of \$500 was charged for the transaction.

Market value	\$4,500
Less broker's fee	<u>500</u>
Cash value to be considered	\$4,000

The \$4,000 in assets would be counted for any income determination conducted until August 2018 (looking forward 2 years from the time of disposal). If Mr. Jones has no other assets, no income from assets would be included in annual income because the cash value of the asset is less than \$5,000. If other assets brought total assets to more than \$5,000, however, the imputed income calculation described previously would be required.

EXHIBIT 4-19

Example 2: Mrs. Dutch “sold” a piece of property to a family member for \$30,000 on July 1, 2016. The home was valued at \$75,000 and had no loans against it.

Market value	\$75,000
Less settlement costs	\$3,000
Less sales price	<u>\$30,000</u>
Cash value to be considered	\$42,000

The \$42,000 would be counted as an asset for any income determination conducted until July 1, 2018. The \$42,000 would be combined with the cash value of other assets (if any) and an imputed income calculation would be required.

4.3.6 Summary of the Items That Need to be Considered when Calculating Asset Income

- Are the total household assets under \$5,000?



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- If yes, then there is no need to obtain third-party verifications and only the actual income from the asset (if any) is added to the household income
- If no, then all the assets must be third-party verified and the greater of the actual asset income vs. the imputed asset income (using the HUD 6 percent passbook rate) is added to the household income.
- Asset income is determined using the interest, dividends, rent, etc. to calculate the amount the asset is earning. If the asset does not earn income (i.e., a non-interest-bearing checking account) then there is no income for that asset.
- Count asset income from all assets held by household members **including** the assets of minor children.
- Under \$5,000 Asset Certification must be executed by all adult household members when the total value of the household assets is less than \$5,000.

EXHIBIT 4-20

A three-person household (two adults, one child) lists the following assets on their application:

HOH – has \$200 in a savings account with a .50% interest rate.

Minor child#1 – has \$100 in a savings account with a .50% interest rate.

Calculation:

$$\$200 \times .50\% = \$1.00$$

$$\$100 \times .50\% = \$.50$$

Total Asset Income for Household = \$1.50



EXHIBIT 4-21

A four-person household (two adults, two children) lists the following assets on their application:

HOH – has \$2,000 in a savings account with a 1.00% interest rate.

Spouse – has a \$2,500 Money Market Account with a 1.00% interest rate.

Minor child #1 – \$1,000 in a savings account with a 1.00% interest rate

Minor child#2 – has \$1,000 in a savings account with a 1.00% interest rate.

Calculation:

Total Household Asset Value = \$6,500

HOH: $\$2,000 \times 1.00\% = \20.00

Spouse: $\$2,500 \times 1.00\% = \25.00

Child #1: $\$1,000 \times 1.00\% = \10.00

Child #2: $\$1,000 \times 1.00\% = \10.00

Total Actual Asset Income for Household = **\$65.00**

Imputed Asset Income Calculation:

$\$6,500 \times 6\%$ (HUD Passbook Rate) = **\$390.00**

The Household's total asset value exceeded \$5,000 which triggered the HUD Passbook rate calculation. The imputed asset income is greater than the actual income so \$390.00 will be added to the household's total gross income.

4.3.7 Summary Anticipated Annual Income Tips & Practice

The requirements for determining whether a family is eligible for assistance, and the amount of rent the family will pay, require housing staff to project or estimate the **annual income** that the family expects to receive. There are several ways to make this projection. The following are two acceptable methods for calculating the annual income anticipated for the coming year.



- **Calculate annual income based on current income.** Generally, current circumstances must be considered in order to determine anticipated income. The projected annual income is calculated by annualizing current income. Income that may not last for a full 12 months (e.g., unemployment compensation) should be calculated assuming current circumstances will last a full 12 months. If changes occur later in the year, an interim recertification can be conducted to change the family's rent.
- Calculate annual income based on anticipated changes through the year. **If information is available on changes expected to occur during the year that information is used to determine the total anticipated income from all known sources during the year. If the information is available, use present circumstance.**

4.4 U.S. CENSUS DEFINITION OF INCOME

Annual income is the algebraic sum of all amounts received by the family/household including head or spouse and all other persons 15 years old and over residing in the household regardless of relationship, for the 12-month reporting period.

Annual income includes, but is not limited to the following:

- a. Wage or salary income—includes total money earnings received for work performed as an employee during the calendar year. It includes wages, salary, Armed Forces pay, commissions, tips, piece—rate payments, and cash bonuses earned before deductions were made for taxes, bonds, pensions, union dues, etc.
- b. Non-farm self-employment income—includes net money income (gross receipts minus expenses) from one's own business, professional enterprise, or partnership. Gross receipts include the value of all goods sold and services rendered. Expenses include costs of goods purchased, rent, heat, light, power, depreciation charges, wages and salaries paid, business taxes (not personal income taxes), etc.
- c. Farm self-employment income—includes net money income (gross receipts minus operating expenses) from the operation of a farm by a person on his or her own account, as an owner, renter, or sharecropper. Gross receipts include the value of all products sold, government farm programs, money received from the rental of farm equipment to others, and incidental receipts from the sale of wood, sand, gravel, etc. Operating expenses include cost of feed, fertilizer, seed, and other farming supplies, cash wages paid to farmhands, depreciation charges, cash rent, and interest on farm mortgages, farm building repairs, and farm taxes (not state and Federal personal income taxes). The value of fuel, food, or other farm products used for family living is



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not included as part of net income.

- d. Interest, dividend, or net rental income—includes interest on savings or bonds, dividends from stockholdings or membership in associations, net income from rental of property to others and receipts from boarders or lodgers, net royalties, and periodic payments from an estate or trust fund.
- e. Social Security income—includes Social Security pensions and survivor's benefits and permanent disability insurance payments made by the Social Security Administration prior to deductions for medical insurance, and railroad retirement insurance checks from the U.S. Government. Medicare reimbursements are not included.
- f. Public Assistance income—includes
 - (1) Supplementary security income payments made by Federal or state welfare agencies to low-income persons who are aged 65 years old or over, blind, or disabled;
 - (2) Aid to families with dependent children; and
 - (3) General assistance (GA).
 - (4) Separate payments received for hospital or other medical care (vendor payments) are excluded from this item.
- g. Retirement or Disability Income—includes the following:
 - (1) Retirement pensions and survivor benefits from a former employer, labor union, or Federal, state, county, or other government agency;
 - (2) Disability income from sources such as worker's compensation; companies or unions; Federal, state, or local government; and the U. S. military;
 - (3) Periodic receipts from annuities and insurance; and
 - (4) Regular income from IRA and KEOGH plans.
- h. All other income—includes
 - (1) Unemployment compensation;
 - (2) Veterans Administration (VA) payments;
 - (3) Alimony and child support;
 - (4) Contributions received periodically from persons not living in the household;
 - (5) Military family allotments;
 - (6) Net gambling winnings; and
 - (7) Periodic income other than earnings.

Annual income **does not include** the following:



- a. Money received from the sale of property (unless the Recipient was engaged in the business of selling such property);
- b. The value of income “in kind” from food stamps, public housing subsidies, medical care, and employer contributions;
- c. Withdrawal of bank deposits;
- d. Money borrowed;
- e. Tax refunds;
- f. Exchange of money between relatives living in the same household; and
- g. Gifts and lump—sum inheritances, insurance payments, and other types of lump—sum receipts.

4.5 INTERNAL REVENUE SERVICE (IRS) DEFINITION OF INCOME

The IRS Adjusted gross income means gross income minus deductions, including the following:

- a. Because a trade or business carried on by the taxpayer (except for services as an employee) (Internal Revenue Manual (IRM) Paragraph 1006);
- b. For trade or business expenses paid or incurred by a qualified performing artist for services in the performing arts as an employee (IRM Paragraph 941 A);
- c. Allowed as losses from the sale or exchange of property (see IRM Paragraph 1701 et. seq.);
- d. For expenses paid or incurred in connection with the performance of services as an employee under a reimbursement or other expense allowance arrangement with the employer or third party (IRM Paragraph 942). Employee expenses that are not reimbursed under an accountable plan are not deductible from gross income;
- e. Attributable to rental or royalty property (IRM Paragraph 1089);
- f. For depreciation or depletion allowed to a life tenant of property or to an income beneficiary of property held in trust, or to an heir, legatee, or devisee of an estate (IRM Paragraph 1090);
- g. For contributions by self—employed persons to pension, profit—sharing, and annuity plans (IRM Paragraph 2113);
- h. Allowed for cash payments to individual retirement accounts (IRAs) and



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deductions allowed for cash payments to retirement savings plans of certain married individuals to cover a non-working spouse (IRM Paragraph 2170 & 2172);

- i. For the ordinary income portion of a lump-sum distribution to the extent included in gross income (IRM Paragraph 2153);
- j. For interest forfeited to a bank, savings association etc., on premature withdrawals from time savings accounts or deposits (IRM Paragraph 1120);
- k. For alimony payments (IRM Paragraph 1008);
- l. For the amortization of reforestation expenses (IRM Paragraph 1287);
- m. For certain repayments of supplemental unemployment compensation benefits to a trust described in Code Sec. 501(c)(9) or (17), required because of receipt of trade readjustment allowances (IRM Paragraph 1009);
- n. For jury duty pay remitted to employer (IRM Paragraph 1010);
- o. For moving expenses (IRM Paragraph 1073);
- p. For the purchase of clean-fuel vehicle and refueling property (IRM Paragraph 1286);
- q. For interest on education loans incurred on, before, or after August 5, 1997 with respect to loan interest payment due and paid after December 31, 1997 (Code Sec. 62(a)(17));
- r. For contributions to a medical savings account allowed by Code Sec. 220 (Code Sec. 62(a)(16)); and
- s. For expenses paid or incurred by a fee-basis state or local government official for services performed.

NOTE: The adjusted gross income line on the IRS 1040 is to be used as gross income under NAHASDA.

4.6 COMPARING THE THREE DEFINITIONS

The major differences between the HUD Section 8, Census Long Form, and IRS Form 1040 definitions of annual income can be broken into the following categories shown in Exhibit 4.22.



A reminder about using all three definitions—housing programs may use more than one definition of annual income within their program in its entirety. However, housing programs must also ensure that applicants to their programs and activities are treated equitably.

4.7 WHOSE INCOME COUNTS?

The answer to this question depends on the definition of income that has been adopted and the specific program requirements. Remember that earned income and unearned income counts, but not for all ages. An example of unearned income is gaming dividends that must be counted for determining eligibility. However, your policy can allow for the exclusion of gaming dividends in the calculation of the monthly rental payment.

EXHIBIT 4-22 COMPARING THE THREE DEFINITIONS

Familiarities and Consistency

Many housing programs have the most experience with the HUD Section 8 definition of annual income, and many have developed administrative procedures and forms based on these rules and requirements.

The HUD Section 8 definition has been used for many years in various HUD programs, such as Section 8 and public housing. The HUD Section 8 definition is also used in the Low-Income Housing Tax Credit Program, which is often used in combination with IHBG Program funding in rental housing projects.

Types of Income to Count

There are also some differences between the three definitions of income that can result in different income calculations. The three most significant differences between the definitions are:

- Child support payments are not included in the IRS Form 1040 definition of income.
- The IRS Form 1040 definition allows the deduction of alimony payments.
- Inheritance and insurance settlements are included in the HUD Section 8 asset calculation, but not included in the Census or IRS definitions of annual income.

Treatment of Assets

The HUD Section 8 definition of annual income requires the special computations concerning assets. The Census Long Form and IRS Form 1040 definitions do not require such calculations. However, income from certain kinds of assets may be included under these definitions.



SECTION 5 CALCULATING ADJUSTED GROSS INCOME

5.1 NAHASDA ALLOWANCES

To determine the total tenant payment (TTP) for monthly rent or homebuyer payment, staff must determine the household's **adjusted gross income** and **monthly adjusted income**. The TTP is based upon a percentage of adjusted income, which is defined as the annual income that remains after excluding the following amounts in accordance with Section 4(1) of NAHASDA. The statutory definition is as follows:

(1) ADJUSTED INCOME- *The term 'adjusted 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.*

(G) OTHER AMOUNTS- *Such other amounts as may be provided in the Indian housing plan for an Indian tribe.*

The above described allowances are applicable regardless of which definition of income is utilized.



5.2 ALLOWANCE FOR DEPENDENTS

For each dependent, \$480 must be deducted. A dependent is any household member (other than the head of the household or the spouse of the head of the household) who is under 18 years of age, or who is 18 years of age or older and a person with disabilities or a full-time student.

Some family members may never qualify as dependents regardless of age, disability, or student status:

- The head of the family, the spouse, and the co-head may never qualify as dependents.
- A foster child, an unborn child, a child who has not yet joined the family or a live-in attendant may never be counted as a dependent.

5.2.1 Family Sharing Custody Deduction

When more than one family shares custody of a child and both live in assisted housing, only one family at a time can claim the dependent deduction for that child. The family with primary custody or with custody at the time of the initial certification or annual recertification receives the deduction.

If there is a dispute about which family should claim the dependent deduction, the family should refer to available documents such as copies of court orders or an IRS return showing which family has claimed the child for income tax purposes.

5.3 ELDERLY AND DISABLED DEDUCTION

A \$400 elderly or disabled family deduction should be allowed ONLY if the head, co-head or spouse is age 62 or older, or a person with disabilities.

The term “person with disabilities” is defined by 24 CFR §1000.10 and means a person who –

-
- (1) Has a disability as defined in section 223 of the Social Security Act;
 - (2) Has a developmental disability as defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act;
 - (3) Has a physical, mental, or emotional impairment which-
 - (i) Is expected to be of long-continued and indefinite duration;
 - (ii) Substantially impedes his or her ability to live independently; and



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(iii) Is of such a nature that such ability could be improved by more suitable housing conditions;

(4) The term “person with disabilities” includes persons who have the disease of acquired immunodeficiency syndrome or any condition arising from the etiologic agent for acquired immunodeficiency syndrome;

(5) Notwithstanding any other provision of law, no individual shall be considered a person with disabilities, for purposes of eligibility for housing assisted under this part, solely on the basis of any drug or alcohol dependence. The Secretary shall consult with Indian tribes and appropriate Federal agencies to implement this paragraph;

(6) For purposes of this definition, the term “*physical, mental or emotional impairment*” includes, but is not limited to:

(i) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological, musculoskeletal, special sense organs, respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or

(ii) Any mental or psychological condition, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.

(iii) The term “*physical, mental, or emotional impairment*” includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech, and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, mental retardation, and emotional illness.

This definition can be used to determine when a live-in attendant is necessary. The definition will also be used to determine which applicants are eligible to deduct their medical and attendant care expenses from their adjusted income (which in turn will affect their monthly payments).

This deduction is a household deduction only. If the family is an elderly couple, only one \$400 per household deduction would be allowed.

Other considerations:

- Receipt of Social Security Disability (SSD) benefits or Supplemental Security Income (SSI) disability benefits **DOES** qualify an applicant to be a person with disabilities.
- Receipt of government benefits (or private disability benefits such as workers' compensation) **DOES NOT ALWAYS** qualify an applicant to be a person with



disabilities.

- Receipt of Veterans Administration disability benefits (or other disability benefits) **DOES NOT NECESSARILY** meet the current HUD definition of a person with disabilities.
- An individual is not considered to be a person with disabilities solely based on any drug or alcohol dependence.

5.4 MEDICAL AND ATTENDANT EXPENSES DEDUCTION

According to NAHASDA medical expenses are deductible for elderly and disabled families only to the extent that the gross annual income of the family is exceeded by three percent of the gross annual income. The expenses include

- Medical expenses, in the case of an elderly or disabled family;

AND

- 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.

Medical expenses can only be deducted if:

- They are paid out-of-pocket by the family and not reimbursed by an outside source such as insurance, Medicare, or grants by a state agency or charitable organization.
- They are anticipated to be paid by the household in the 12 months following the date of certification/recertification.

It is up to the Recipient to define medical attendant care and auxiliary apparatus expenses in the admission and occupancy policy. Exhibit 5-1 identifies rules used by 24 CFR Part 5.



EXHIBIT 5-1 Medical and Attendant Care Allowance

Attendant care and auxiliary apparatus expenses may be allowed if they are:

- 1. Necessary to enable a family member (including a person with disabilities) to be employed.**
- 2. Anticipated to be paid by the household in the 12 months following the effective date of the certification/recertification.**
- 3. NOT reimbursed by an outside source such as insurance, Medicare, grants by a State agency or charitable organization.**
- 4. NOT paid to a family member living in the household.**

Auxiliary apparatus includes, but is not limited to:

- 1. Wheelchairs.**
- 2. Reading devices for visually impaired.**
- 3. Equipment added to cars and vans to permit their use by the handicapped or disabled family member.**

Examples of medical expenses include:

- Services of physicians and other health care professionals
- Services of health care facilities
- Medical insurance premiums (including Medicare premiums)
- Prescription and non-prescription medicines
- Transportation to/from treatment
- Dental expenses
- Eyeglasses
- Hearing aids, batteries
- Attendant care or periodic medical care



- Payments on accumulated medical bills

5.5 HOW IS ADJUSTED INCOME CALCULATED?

Adjusted income is derived by subtracting any of five deductions (or allowances) that apply to the household from the household’s annual (gross) income. The household’s eligibility for deductions depends, in part, on the type of household. Not all households are eligible for all deductions. Exhibit 5-2 summarizes these deductions by household type:

EXHIBIT 5-2 ALLOWABLE DEDUCTIONS

Type of Deduction Permitted	Type of Household	
	Elderly or Disabled	Family
Elderly or disabled Household	✓	
Dependent	✓	✓
Childcare	✓	✓
Medical expenses	✓	
Disability assistance expenses	✓	✓

5.5.1 Elderly and Disabled Households

As noted in Exhibit 5-2, a household’s eligibility for adjustments to annual income depends in part on whether the household qualifies as an “elderly” household, a “disabled” household or a “family” (non-elderly) household.

An elderly household is any household in which the head, spouse or sole member is 62 years of age or older; two or more persons who are at least 62 years of age live together; or one or more persons who are at least 62 years of age live with one or more live-in aides. Exhibit 5-3 provides examples of elderly households.



EXHIBIT 5-3

Each of the following are considered elderly households:

- Alice Smith (age 65) and her husband Joe (age 60)
 - Juan Azul (age 69) and Rosa Ramirez (age 63) who live together
 - Jane Green (age 92)
 - Thomas Miller (age 74) and his live-in aide
-

A disabled household is one in which the head, spouse or sole member is a person with disabilities. Two or more persons with disabilities living together and one or more persons with disabilities living with one or more live-in aides also qualify as disabled households. The following examples in Exhibit 5-4 are considered disabled households:

EXHIBIT 5-4

- Carlos Blanco (age 25 and disabled)
 - Fred Jones (age 42) and his wife Suzanne (age 41 and disabled)
 - Daniel Jackson (age 35 and disabled), his housemate Charlie Andrews (age 38 and disabled), and their live-in aide □
-

Certain households may, however, include elderly or disabled household members and still not qualify as an elderly or disabled household. For example, neither of the following households qualifies as an elderly or disabled household:

EXHIBIT 5-5

- Bob and Carol Jackson (age 50 and age 49, respectively) who have taken in Bob's mother (age 70) to live with them. Because Bob's mother is not the household head or spouse, this is not an elderly household.
- Ted and Alexis Cooper (both age 35) have a son (age 14) who is disabled. Because the son is not the household head or spouse, this household is not a disabled household. □



Exhibit 5-6 illustrates a family who is eligible for a combined deduction for both disability assistance and medical assistance.

5.5.2 Allowance for Child Care Expenses

Childcare expenses are defined as the amount anticipated to be paid by the family for the care of children (including foster children) during the period for which annual income is computed. Childcare is only deductible where such care is necessary to enable a family member to be gainfully employed or to further his or her education. It is up to housing policies to determine under what age, if any, children must be to be eligible for a childcare deduction.

EXHIBIT 5-6

Special Calculation for Families Who Are Eligible for Disability Assistance and Medical Expense Deductions	
Head (retired/disabled)—SS/pension income	\$16,000
Spouse (employed)—employment income	+ \$4,000
Total Annual Income	\$20,000
Total disability assistance expenses	\$500
Total medical expenses	\$1,000
Step 1: Determine if the disability assistance expenses exceed 3% of the family's total annual income.	
Total disability assistance expenses	\$500
Minus 3% of total annual income (.03 x \$20,000)	-\$600
	(\$100)
<i>No portion of the disability expenses exceeds 3% of the annual income; therefore, the disability assistance deduction is \$0.</i>	
Step 2: Calculate if the medical expenses exceed the balance of 3% of the family's total annual income.	
Total medical expenses	\$1,000
Minus the balance of 3% of total annual income	- \$100
Allowable medical expenses deduction	\$900



Suggested Rules for Child Care Allowances:

Deduct Child Care expenses if:

- The amount(s) deducted are reasonable.
- If childcare enables a family member to be gainfully employed, the amount deducted should not exceed employment income.
- The amount is not paid or reimbursed by an agency or individual outside the household.

Childcare expenses incurred to permit a family member to work must not exceed the amount earned by the family member made available to work during the hours for which childcare is paid.

Do not deduct:

- If child support payments are for children who do not live in the unit.
- If expenses are for the care of a person with disabilities who is older than the age determined by policy.

NOTE: *If the individual or organization providing childcare also cares for other family members, prorate the total cost and allocate a specific amount for the care of children under the age set by the policy!*

5.5.3 Earned Income of Minors

This allowance excludes any earned income of any member of the family who is less than 18 years of age.

5.5.4 Excessive Travel Expenses

This allowance is for the benefit of families who must travel long distances to and from work or school. It is important to remember that this allowance can only be allowed for excessive travel for employment or education purposes. The allowance must be reasonable and **may not exceed \$25 per week** for the entire household, not per traveler.

5.5.5 Other Amounts



The Recipient may determine and define other allowances that may be deducted from a family’s annual income. These deductions should be included in the admissions policy and the Indian Housing Plan.

5.6 TOTAL TENANT PAYMENT (TTP) COMPUTATION

The TTP is the amount a tenant is expected to contribute for rent. TTP for NAHASDA-assisted programs is typically calculated based on a percentage (not to exceed 30 percent) of adjusted gross income. Some programs provide a utility allowance which is subtracted from the TTP, leaving the amount equaling the tenant rent. It is possible for tenant rent to be \$0 if the utility allowance is greater than the TTP.

EXHIBIT 5-7

Example – Calculating Tenant Rent with Utility Allowance Based on Monthly Adjusted Gross Income	
Annual Income	\$21,000
Deductions	<u>- \$ 960</u>
Adjusted Annual Income	\$20 ,040
Adjusted Monthly Income	\$ 1,670 X .30
TTP:	\$ 501
Utility Allowance:	<u>-\$ 84</u>
Tenant Rent	\$ 417



**Exercise – Calculating Tenant Rent
Based on Monthly Adjusted Gross Income**

The Star family’s annual income is \$24,000 and \$25 per week in Food Stamps. They are an elderly family. The head of household works 25 hours every week and must travel over 50 miles to get to work. The housing department allows \$25 per week, per family for excessive travel expenses for employment or education related travel. The housing department also limits their Total Tenant Payment to 30% of the adjusted monthly income. It also provides a \$50 monthly utility allowance. How much would the Stars pay for their monthly rent?

Annual Income \$ _____

Deductions - \$ _____

Adjusted **Annual** Income \$ _____

_____ ÷ 12 months = \$ _____
Adj Annual Income Adj Monthly Income

_____ x .3 = \$ _____
Adj. Monthly Income Total Tenant Payment (TTP)

TTP: \$ _____

Monthly utility allowance: -\$ _____

Monthly rent \$ _____

5.7 Low-Income TTP Computation Issues

Section 203(a) of NAHASDA states that rent or homebuyer payments for low-income families cannot exceed 30 percent of the family’s monthly adjusted income. The Recipient may choose to use a lower percentage of adjusted income for calculating house payments. A sample excerpt from an admissions and occupancy policy is provided in Exhibit 5-8.



5.7.1 Flat Rate

In accordance with 24 CFR §1000.126, the Recipient may now charge a flat or income-adjusted rent or homebuyer payment provided that rent or payment does not exceed 30 percent of the family's adjusted income. However, the Recipient must ensure that procedures are in place to ensure that a low-income family's house payment does not violate the 30 percent rule.

EXHIBIT 5-8

1. RENTAL PAYMENTS FOR LOW-RENT HOUSING FOR SENIORS

- a. Gross annual income will be defined in accordance with the Section 8 definition.
- b. Rent will be based on 15% of adjusted gross income of the household.
- c. Gross annual income will be adjusted by the following deductions:
 - (1) Dependents \$480
 - (2) Documented childcare up to \$1,200
 - (3) Utility deduction of \$1,000 per year.
 - (4) Elderly deduction of \$400 per elderly household using the home as their principal residence.
 - (5) Per capita payments of tribal members if there is enough income to meet the minimum payment requirements.

5.7.2 Less Than 30 Percent

If the Recipient chooses to charge less than 30 percent of adjusted gross income for all families, less income will be generated to operate the housing program as a business. In this instance, the Recipient may have to find other income to fill the gap or reduce operating expenses accordingly. This also applies when the Recipient charges lower rates for elderly, disabled families, and/or veterans.

Regardless of what percentage is used, the occupancy staff will have to calculate the monthly rent or house payment. Today, many housing programs have computerized systems that compute rent and house payment calculations based on the definition of income that is adopted. It is important to remember that after deciding on the definition of income that is to be used, the exclusions from income apply as defined in NAHASDA and 24 CFR Part 1000.

5.8 WHEN IS A FAMILY CONSIDERED LOW-INCOME?



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

- In the case of rental housing, at the time of the family's initial occupancy of such unit.
- In the case of a contract to purchase existing housing, at the time of purchase.
- In the case of a lease-purchase agreement for existing housing or for housing to be constructed, at the time the agreement is signed,
- In the case of a contract to purchase housing to be constructed, at the time the contract is signed.
- If the family subsequently becomes a non-low-income family due to an increase in income, the family may continue to participate in the program in accordance with the Recipient's admission and occupancy policies.

5.9 CALCULATING ASSISTANCE FOR NON-LOW-INCOME FAMILIES

Without HUD approval, a Recipient may use up to 10 percent of the amount planned for the tribal program year for families whose income falls within 80 to 100 percent of the median income. HUD approval is required if a Recipient plans to use more than 10 percent 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.

Non-low-income families cannot receive the same benefits provided low-income Indian families. The amount of assistance non-low-income families may receive will be determined as follows:

- 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.
- Other assistance, including down payment assistance, to non-low-income families cannot exceed: $(\text{Income of family at 80 percent of median income} / \text{Income of non-low-income family}) \times (\text{Present value of the assistance provided to family at 80 percent of median income})$.

To determine the fair market rent for your area, visit www.huduser.org/datasets/fmr.html.



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The requirements set forth in this section do not apply to non-low-income families that the Recipient has determined to be essential under §1000.106(b).

Guidance on Calculating Down Payment Assistance, Calculating Rental Monthly Payments, and Calculating Homebuyer Payments for non-low-income families are provided in **APPENDIX 5**.



SECTION 6 VERIFICATION PROCESS

6.1 PROCESSING APPLICATIONS

Before the final selection process can occur, admissions and occupancy staff should interview the applicant family and obtain current information about the applicant family's circumstances in order to prepare for the verification process.

At the interview:

- Confirm and update all information provided on the application.
- Explain program requirements, verification process, and penalties for providing false information.
- Obtain current family income and household composition information and other data needed to certify eligibility and compute the applicant's rent or homebuyer payment.

6.2 VERIFICATION OF INFORMATION

In accordance with 24 CFR §1000.128, housing staff must verify that a family is income-eligible based on the family's anticipated annual income. Verifications must be retained in the resident's file as it will be reviewed during compliance monitoring.

Recipients are required to verify information relating to eligibility, assets, income, and deductions from income, admission preferences, and compliance with applicant selection criteria. Exhibit 6-1 provides examples of typical items that need to be verified for housing assistance programs.

Because Recipients have flexibility in designing its programs, program specific items need to be verified as well. Likewise, some items mentioned in Exhibit 6-1 may not be applicable. Whatever the situation, each program must be governed by policies and procedures applicable to that assistance.



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Exhibit 6-1

- Eligibility for admission, such as:
 - Proof of tribal affiliation
 - Income, assets and asset income
 - Family composition
 - Social Security numbers

- Recipient Preferences if any, such as:
 - Tribal member preference
 - Other federally recognized enrolled member
 - Program-specific preference (i.e., homeownership, veterans, etc,)

- Recipient Priorities
 - Income targeting, income tiers, broad range of income goals
 - Never been served
 - Elderly
 - Homeless
 - Displacement by natural disaster, governmental action, domestic violence

- Deductions, such as:
 - Family members (other than head or spouse) under age 18
 - Age or disability of family head or spouse
 - Disability of family members other than head or spouse
 - Full-time student status of family members other than head or spouse
 - Childcare costs
 - Disability assistance expenses (working families only)
 - Unreimbursed medical costs (Elderly and Disabled Families only)

- Recipient standards for Applicant Selection Criteria, such as:
 - Documented ability to abide by Recipient lease/contract requirements
 - Landlord references
 - Home visits
 - Credit checks
 - Previous history of tenancy, rent paying, caring for a home
 - Utility history
 - Criminal history of all adult household members, if required

- Other Program Requirements, if applicable, such as:
 - Emergency Housing
 - Congregate Housing
 - Special Needs Housing



Exhibit 6-1
<input type="checkbox"/> Housing Rehab <input type="checkbox"/> Down Payment Assistance

For example, the Any Tribal Housing Authority operates a down payment assistance program for low-income families. The level of assistance is \$5,000 for any low-income family who can qualify to purchase a home and income qualify under NAHASDA. In this case, the Recipient needs to verify gross annual income. Factors such as displacement or disability will not even be a priority consideration. Exhibit 6-2 provides verification items specific to other programs.

6.2.1 Verifying Social Security Numbers

One of the most important tools for identification is an applicant’s/participant’s Social Security number. Prior to admission each family member who has a Social Security number and who is at least 6 years of age is required to disclose and verify that Social Security number. Children on whose behalf welfare benefits are paid have Social Security numbers.

TIP: If your tenants need an updated SS benefits statement, they can go online using the following link to request that a copy be sent to their home:
<https://secure.ssa.gov/apps6z/BEVE/main.html>

The best verification of the Social Security number is the original Social Security card. If the card is not available, the Recipient may accept letters from Social Security that establish and state the number. Documentation from other governmental agencies should also be accepted that establishes and states the number. A driver’s license, military ID, passport, or other official document that establishes and states the number is also acceptable. The documents used to verify social security numbers should be copied and placed in the applicant’s file.

If applicants state that they do not have Social Security numbers, the Recipient should ask if the applicants have ever worked, had a bank account, received any government benefits, or attended school in the United States. If applicants respond negatively to these questions and continue to state that they do not have a Social Security number, they are required to sign a certification to this effect.

The Recipient may not require any individual who does not have a Social Security number to obtain a Social Security number. Most methods of verification require the Social Security number, so the Recipient should be familiar with how an applicant may obtain a Social Security number locally.

If applicants indicate they have Social Security numbers, but cannot readily verify them,



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the family cannot be assisted until verification is provided. Applicants who have Social Security numbers but refuse to provide them are not eligible for housing assistance.

If a member of a tenant family indicates he/she has a Social Security number, but cannot readily verify it, he or she shall be asked to certify to this fact and shall be given 60 days to provide the verification. If the individual is at least 62 years of age, they may be given up to 120 days at the Recipient's discretion.



Exhibit 6-2: Verification Examples for Other Programs

Down Payment Assistance Additional Verification Requirements

- Completion of 18 hours of homebuyer education
- Two years' stable employment
- Mortgage readiness
- Appraisal
- Private financing commitment
- Insurance
- No outstanding debt to the housing authority
- First-time homeowner
- Principal residence

Housing Rehabilitation Grant Assistance

- Residential status
- Principal residence
- One-time assistance
- Home inspection
- Scope of work
- Cost analysis
- Ownership status
- Priorities
 - o Senior citizen
 - o Families with children
 - o Veterans
- Work priority 1 – Emergency
- Work priority 2 – Major essential improvements
- Work priority 3 – Minor essential improvements

Revolving Loan Assistance:

- Ownership status
- First-time assistance
- Maintenance counseling
- Ability to repay
- Home inspection
- Scope of work
- Essential improvements



6.3 TYPES OF VERIFICATION

To assure that the data upon which a determination of eligibility is to be based are full, true, and complete, the information submitted by each tenant is to be verified before any action or change can take effect. Complete and accurate verification records are to be maintained in the tenant's folder. Although there are three types of verifications that the Recipient can pursue, every attempt should be made to use third-party verification. If third-party verification is unsuccessful, the tenant file should be documented describing the efforts and result. All three methods are explained below.

6.3.1 Third-Party Verification

Housing staff sends directly to the source and the documentation is returned directly to the housing office.

1. Third-party verifications should be obtained whenever possible. This type of verification comes directly from the income or information source. A third-party verification form should never be hand carried by the applicant to be filled out. The applicant will usually sign the top portion of the verification form confirming his or her permission to release the information. The form is then sent by the housing staff to the entity verifying the information and that entity returns the form directly to the housing office.

The completed verification form can be sent via e-mail, fax, or regular mail. **NOTE:** It is important that the method of return delivery clearly indicate that it is being provided directly from the information source. If an employer faxes a completed employment verification form to the housing office, then the fax number, date, and name of sender should appear on the top of the fax. If it is sent via e-mail, then the cover e-mail should be included with the completed verification form in the file to show the source of the income and the date and time it was received. Original verifications that are returned via regular mail should have housing's received stamp showing the date it was returned.

Sometimes the third-party verification form is not filled out by the entity completing the form. When this occurs, clarifications can be obtained via telephone follow up. The clarification must be on a separate form or memo as housing staff should **never** write in the areas of a verification form that are to be completed by the third party. The clarification record should indicate the name of the person contacted and the company, the date and time of the follow-up contact, the questions that were asked, and the information received. The housing staff person who made the follow-up call must also sign and date the clarification form.



Possible third-party verification sources can be obtained from, but not limited to, the following:

- Credit bureau
- Internal Revenue Services for income verification
- Federal matching programs for Social Security, income, public assistance
- Social Services/TANF for income
- Employer(s)
- Financial institutions
- Bureau of Indian Affairs
 - Credit and trust income
 - Certificate of Indian Blood
- Educational institutions
- Employment verification
- GA benefit verification
- Child support verification
- VA benefits verification

6.3.2 Second-Party Verification

2. Second-Party Verification is to be used when third-party verification has proven unsuccessful. The admissions and occupancy policy must address when circumstances warrant second party verification. As an example, a Recipient may require three attempts prior to relying on second party verification. In any event documentation must be included in the file demonstrating that all efforts were made and the decision to resort to second-party verification. The following represents examples of second party documents:

- Check stubs
- Social Security award letters provided by the applicant
- Copies of tax returns provided by the applicant



6.3.2 First-Party Verification

3. First-Party Verification is the least reliable method for verifying household information. You may use documents submitted by the applicant when:
 - Information does not require third-party verification, e.g., birth certificates and Social Security cards.
 - Third-party verification is impossible or delayed for a considerable period.
 - You may wish to accept an applicant's notarized statement or signed affidavit if:
 - Such certifications are authorized, e.g., alien certification or asset disposal.
 - Other preferred methods can't be obtained.
 - Where family income is derived solely from cash transactions or through barter.
 - To document lack of any income.

A copy of these documents should be kept in the applicant's file (later to be resident's file). The resident file should also include a memorandum issued by the appropriate housing employee when third-party verification is not available.

6.4 TIMING OF INCOME CERTIFICATIONS

All households that receive assistance must be income eligible at the time assistance is provided. This declaration of income eligibility is called the **certification**. Verification of income is the process by which certification of income eligibility is established. The Recipient has the option to establish a time limit for which verification is valid. For example, some programs allow a 60-day period before the verification process must begin again. The "date of assistance" may vary depending on the activity. For example, in the homebuyer activity, it is close of escrow; however, for housing rehabilitation, it would be at the time a promissory note is executed.



Establishing a deadline for formal eligibility determinations is a challenging part of the planning process. The certification, the formal determination of income eligibility, must be made shortly before a household receives assistance. Because eligibility determination involves verification of income, waiting too long can delay assistance. Conducting income certifications too early in the process, however, might mean that certifications become outdated and must be redone. As an example, a Recipient may allow on 60 days.

6.5 VERIFICATION FORMS

When verifying information, occupancy staff should:

- Develop standard, professional looking forms requesting all information that must be verified including a general *Consent to Release Information* form, which provides a useful tool for acquiring necessary information. 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
- Standard verification forms include, but are not limited to, the following:
 - Consent to Release Information
 - Verification of Employment
 - Verification of Income
 - Verification of Trust Income
 - Verification of Savings
 - Verification of Pension
 - Landlord Verification

See **APPENDIX 17** for sample verification forms.

- Ask applicants to sign multiple copies of each verification form. If the third party misplaces the first copy, immediately forward another request for information



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without obtaining an additional signature. Alternatively, a clause can be included in the verification form in which the applicant provides permission that allows for the use of copies of the form.

- Send self-addressed stamped envelope with the request for information.
- Make personal contacts with major employers and public agencies from which many tenants receive income.
- Give the family an opportunity to explain any significant differences between the amounts they report, and amounts reported by the third party.

6.6 PROVISIONS FOR REFUSAL TO SIGN

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



SECTION 7 WAITING LIST MANAGEMENT

7.1 WAITING LIST ORGANIZATION

Once an applicant is determined to appear eligible to receive housing assistance pursuant to your policies, the applicant's name is placed on the waiting list. The waiting list is the mechanism used to implement the preference system and establishes the order in which housing assistance is offered to qualified applicants.

Policies should include the following topics:

- a. Essential application information required for waiting list placement
- b. Preferences and priorities within those preferences
- c. Opening and closing the waiting lists, as applicable
- d. Waiting list organization (i.e., by location, bedroom size, and program type)
- e. Entering new applicants
- f. Updating
- g. Removal from the waiting list
- h. Making and rejecting offers
- i. Reporting

Setting up and maintaining the waiting list properly is essential to carrying out admissions in accordance with program regulations and local policies. A well-organized waiting list is also a source of data about need and demand for units by size, type, and location. The waiting list may be closed if the number of applications greatly exceeds the available units.

7.2 PREFERENCES

The admissions policies may include preferences, which do not guarantee admission but rather, establish the order of placement on the waiting list. Assigning preferences to applicants who meet certain criteria is a method intended to provide housing opportunities to applicants based upon household circumstances.



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Applicants with preferences are selected from the waiting list and receive an opportunity for an available unit earlier than those who do not have a preference. Preferences affect only the order of applicants on the waiting list. They do not make anyone eligible who was not otherwise eligible, and they do not change an owner's right to adopt and enforce tenant screening criteria.

Recipients' policies identify available preferences and give all applicants an opportunity to show that they qualify for available preferences. The preference specifically identified under NAHASDA allows Recipients to give preference to tribal members first in providing housing assistance. Exhibit 7-1 provides an excerpt from a Recipient's policy regarding tribal preference.

EXHIBIT 7-1

Example – A&O Policy Statement

Tribal & Indian Preference

Notwithstanding the other provisions of this section or this Policy, the Cullowhee Tribe will give preference in admissions to members of the respective Bands of the Cullowhee Indian Tribe of Somewhere. The order and application of these preferences shall be set forth elsewhere in this Policy.

Other examples of preferences are:

- Length of residency in the Indian Area
- Mortgage readiness
- Homelessness
- Students



7.3 PRIORITIES

The admissions policies may also identify priorities within program preferences to ensure consistency with specific program requirements or to correct any inequities, such as families who have never been assisted versus those who have been previously assisted. Exhibit 7-2 provides examples of priorities for a Lease/Purchase Program.

EXHIBIT 7-2 HOMEBUYER PROGRAMS

Lease/Purchase Program can establish priorities including, but not limited to, the following:

- First time homebuyer
- Length of stable employment
- Creditworthiness
- Affordability
- Savings

7.4 PLACEMENT ON THE WAITING LIST

The Recipient must review each completed application received and make a preliminary assessment of the family's eligibility. Placement on the waiting list does not indicate that the family is, in fact, eligible for admission. A final determination of eligibility and qualification for preferences will be made when the family is selected from the waiting list. The admissions and occupancy policy must identify the circumstances under which an application is considered eligible to be placed on the waiting list. A common practice is to consider only **completed** applications. This makes sense for large housing programs because of the huge demand for housing assistance. However, incomplete applications must still be reviewed in order to identify missing information and tracked. The admissions and occupancy policy should address how incomplete applications are handled and the applicant is notified.

If it appears that the applicant is likely to be eligible, the Recipient may send written notification of the family's placement on the waiting list. If applicable, the notice will also indicate the waiting list preference(s) for which the family appears to qualify.



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The Recipient must place on the waiting list families for whom the list is open unless the Recipient determines the family to be ineligible. Where the family is determined to be ineligible, the family must be notified in writing. The notice will specify the reasons for ineligibility and inform the family of their right to request an informal hearing and explain the process for doing so.

7.5 UPDATING THE WAITING LIST

It is a good practice to update waiting lists annually by contacting applicants to confirm that the information in their applications is still accurate, and to reaffirm that they are still interested in the housing assistance for which they applied. If staff determines that the applicant is no longer eligible or if the applicant requests to be removed, staff should document this and remove the applicant from the waiting list.

Waiting lists can be maintained manually or in an automated system. The primary advantages of automation are the quick manipulation of a large amount of data and greater objectivity. However, the data is only as good as the staff inputting the data.



SECTION 8 SELECTION

8.1 NAHASDA TENANT AND HOMEBUYER SELECTION PLAN

Section 207(b) of NAHASDA describes the tenant selection criteria for housing assistance provided with IHBG funds:

*(b) **TENANT AND HOMEBUYER SELECTION-** The owner or manager of affordable rental housing assisted with grant amounts provided under this Act shall adopt and utilize written tenant and homebuyer selection policies and criteria that—*

- (1) are consistent with the purpose of providing housing for low-income families;*
- (2) are reasonably related to program eligibility and the ability of the applicant to perform the obligations of the lease; and*
- (3) provide for—*
 - (A) the selection of tenants and homebuyers from a written waiting list in accordance with the policies and goals set forth in the Indian housing plan for the tribe that is the grant beneficiary of such grant amounts; and*
 - (B) the prompt notification in writing to any rejected applicant of that rejection and the grounds for that rejection.*

8.2 TENANT SELECTION PLAN

Recipients must develop and make public written tenant selection policies and procedures that include descriptions of the income and other eligibility requirements that must be met for admission. Exhibit 8-1 provides a sample outline of the areas that a tenant selection plan should address.



EXHIBIT 8-1

Required Topics

1. Income eligibility requirements
2. Indian Preference requirements
3. Other preferences and priorities
4. Definition of “family”
5. Project specific eligibility requirements
6. Social Security number requirements
7. Income limits
8. Procedures for accepting applications and selecting from the waiting list:
 - Procedures for accepting applications and pre-applications
 - Procedures for applying preferences (including income-targeting)
 - Applicant screening criteria
 - Required drug-related or criminal activity criteria
 - Other allowable screening criteria
9. Procedures for rejecting ineligible applicants
10. Occupancy standards
11. Unit transfer policies, including selection of in-place residents versus applicants from the waiting list when vacancies occur
12. Section 504 of the Rehabilitation Act requirements & the Indian Civil Rights laws and statutes
13. Policy for opening and closing the waiting list for the property
14. Applicant notification and opportunity to supplement information already provided
15. Procedures for identifying applicant needs for the features of accessible units or reasonable accommodations
16. Policy for notifying applicants and potential applicants of changes in the tenant selection plan

8.3 SELECTION CRITERIA

Selection criteria for tenants and homebuyers are established by policy. Examples of permissible criteria are:

- Demonstrated ability to make monthly rental or homebuyer payments on time and to be a good customer and neighbor
- Comments from current and prior landlords



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- Credit references
- Housekeeping habits
- Criminal background checks (to document illegal drug use or criminal activity)
- Units which are handicapped accessible
- Reasonable accommodation to disabled applicants
- Consideration of any extenuating circumstances
- Use/necessity of assistive animals

The following criteria are **prohibited**:

- Physical Examination
 - Physical examinations or medical testing may not be required as a condition of admission.
 - Pregnant applicants may not be required to undergo medical testing to determine a child's sex for assigning bedroom size.
- All applicants may be uniformly required to furnish evidence of ability to meet the obligations of tenancy, but greater burdens may not be imposed on individuals with handicaps. Persons with handicaps may meet the requirements of occupancy with the assistance of others, such as attendant care providers.
- Disability Status.
 - Except for units specifically designed for individuals with disabilities, (where an applicant requests such a unit or preference) it is unlawful to make an inquiry to determine whether an applicant for a dwelling unit, a person intending to reside in that dwelling unit after it is rented or made available, or any persons associated with that person, has a disability, or to make an inquiry as to the nature or severity of the disability of such a person.

8.4 OVERVIEW OF SELECTION PROCESS

Generally, the steps in the selection process are as follows:



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- An applicant must complete a preliminary application which provides enough information to determine eligibility to receive housing assistance in order to be placed on the waiting list.
- When an appropriate unit becomes available, the top applicant on the waiting list is notified of pre-selection and asked to come in for an interview to collect current information.
- During the verification process, the staff will determine if the applicant still meets the qualifications for the specific program.
- Once verification is completed and eligibility is confirmed, an offer of housing assistance is extended and, if it is accepted, a unit is assigned.

Many systems for selecting participants have been developed to ensure fairness and prevent conflict of interest issues from occurring. The methodology chosen by the Recipient must be established by policy. Some of the selection methods include, but are not limited to, the following:

- Lottery
- First come, first serve
- Points system

A sample selection criterion score sheet using a points system for a rental program and a lease purchase program are included in Exhibits 8-2 and 8-3 respectively.



EXHIBIT 8-2

RENTAL SELECTION SCORE SHEET

DESCRIPTION	POINTS VALUE	AWARDED
LOCAL AREA BONUS POINTS: Lives in the community	25	
1. Elderly Head of Household	60	
2. On time housing expense payments for two years	30	
3. Sufficient Income to meet all housing expenses	25	
4. Housing Counseling Commitment	20	
5. References	15	

EXHIBIT 8-3

LEASE PURCHASE SELECTION SCORE SHEET

DESCRIPTION	POINTS VALUE	AWARDED
LOCAL AREA BONUS POINTS: Enrolled Tribal Member Family living in the community	25	
1. Mortgage Qualify		
a. Immediately	100	
b. 2 to 3 months	90	
c. Up to 6 months	80	
d. Up to 18 months	70	
e. Up to 24 months	60	
f. Up to 30 months	50	
g. Up to 36 months	40	
2. Housing Counseling Commitment	MANDATORY	
7. Mortgage ready in 3 years	20	



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8.5 SELECTION PROCESS

Upon availability of a unit, the staff will select an applicant from the top of the appropriate waiting list. Some housing programs select the top two applicants to expedite the process so that if the first family does not qualify, they can quickly move on to the next family.

Generally, the following selection procedures will apply:

- Send written invitation to top family (or families) on the appropriate waiting list.
- Respondents submit notice of acceptance within a prescribed time frame—typically 14 working days from the date of the letter of pre-selection.
- Staff requires meeting with family to provide orientation and update them about the requested information for verification.
- Staff verifies all information and determines income and program eligibility.
- After determining that all criteria for selection have been satisfied, the housing staff will proceed to final selection and move-in.
- Once a determination is made, written notice must be mailed to the family. The notice should include at least the following:
 - A description of the determination
 - A time frame for receipt of a response from the family
 - A description of hearing appeals process
- If an applicant rejects two offers, your policies could require that they be removed from the waiting list for a specified period—typically 6 months.



SECTION 9 OCCUPANCY STANDARDS

9.1 UNIT SIZE

One of the most difficult aspects of selecting families for housing is determining the appropriate size of the housing unit. Because the number of family members increases and/or decreases over time, a dwelling unit appropriate today may not be appropriate a year from now. It may be necessary to anticipate the size of the family to avoid having to move them to a larger home in the future. However, it is never appropriate to place a family in an overcrowded situation in anticipation of the family size decreasing in the future.

There are no set requirements specified by NAHASDA or HUD as to what size of unit should be assigned to a family at the time of move-in. Consider developing occupancy standards for determining unit size at move-in. In doing so, think about:

- The number of people in the household
- Children expected to be born
- Children who are in the process of being adopted
- Children whose custody is expected to be obtained by a member of the household
- Live-in attendants
- Children who are away at school, but live with the family when school is out
- Families requiring additional bedrooms due to health or medical reasons
- Possible growth potential of the family (in homeownership programs)

9.1.1 General Guidelines for Unit Size

The Recipient should follow these guidelines:

- Determine how many persons can share a bedroom or whether persons of the opposite sex can share a bedroom.
- In developing standards, consider the size of the unit, and the number and size of the bedrooms.



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- Determine whether children of the same sex may share a bedroom.
- Consider (when reasonable to do so) the number of persons in the household and the relationship and sex of the persons.
- Consider whether the number of persons required to share a bedroom should be limited.
- Consider whether unrelated adults and persons of the opposite sex (other than spouses) should not be required to share a bedroom.
- Consider whether a child may be required to share a bedroom with a parent, depending on the child’s age.
- Consider whether it is permissible to provide additional bedroom space for others who are not members of the household—such as adult children on active military duty, or visitors.

To avoid overcrowding, it is advisable to match the family size to the bedroom size of the home in accordance with locally established Occupancy Standards. Such standards could be waived when necessary to achieve or maintain full occupancy. Exhibit 9-1 below shows typical standards.

Exhibit 9-1 SAMPLE OCCUPANCY STANDARDS

Bedrooms	Minimum Persons	Maximum Persons
1	1	3
2	2	5
3	3	7
4	4	9
5	5	11



SECTION 10 A&O ISSUES FOR OTHER PROGRAMS

10.1 OVERVIEW

This manual provides comprehensive coverage of standard admissions and occupancy practices governing typical low-rent housing assistance. While these policies apply to housing programs in general, Recipients have created additional programs which generated unique requirements. These include NAHASDA-enabled activities such as the following:

- Down payment and closing costs assistance
- Tenant-based rental assistance
- Housing rehabilitation assistance
- Homeowner loan improvement assistance
- Mold remediation assistance
- Weatherization
- Emergency assistance

Sample policies are included in the Appendices.

10.2 DOWN PAYMENT ASSISTANCE POLICY

Recipients operating down payment assistance programs must establish policies governing the eligibility of participants and the delivery of assistance. Regardless of the content of the policy, the first order of business is to determine income eligibility. In addition to the basic admission requirements, down payment assistance programs are developed by the Recipient based on needs of the tribal community. In designing a program, the Recipient should consider the following factors:

- Number of families who can qualify
- Grant assistance or loan
- Availability of housing existing housing stock/new construction
- Area economy



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- Affordability ratios
- Mortgage financing lenders
- Useful life

When using NAHASDA funds, there must be binding agreements to comply with affordability requirements which defines the period for repayment or recapture of the funds based on the amount of funds invested in the home purchase. The example below outlines a Recipient's approach to useful life. Program Guidance 2020-02 *Useful Life and Binding Agreements*, **APPENDIX 8**, describes in detail NAHASDA useful life requirements.

EXHIBIT 10-1

Per Unit MFA Investment	Minimum Recapture Period	Secured by:	Financing Terms
<\$5,000	1 year	Subordinate mortgage promissory note as determined by the Executive Director	Contingent upon Affordability, income
\$5,000 - \$10,000	10 years	Subordinate mortgage and/or Assignment of trust/lease income, land, promissory note	Contingent upon Affordability, income
\$10,000 - \$15,000	15 years	Subordinate mortgage and/or Assignment of trust/lease income, land, promissory note	Contingent upon Affordability, income
\$15,000 - \$25,000	20 years	Subordinate mortgage and/or Assignment of trust/lease income, land, promissory note	Contingent upon Affordability, income
\$25,000 - \$40,000	30 years	Subordinate mortgage and/or Assignment of trust/lease income, land, promissory note	Contingent upon Affordability, income

Exhibit 10-2 provides sample eligibility criteria for down payment assistance.



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EXHIBIT 10-2

CATEGORY	DESCRIPTION
1. Purpose	Addresses tribal community needs
2. Eligibility Requirements	Income, affordability
3. Housing Counseling Requirements	Includes credit repair, homebuyer education, debt management
4. Selection Criteria	First qualify for mortgage financing, first served
5. Eligible Property Type	Standard condition
6. Property Value	Establish cost limit, may apply TDC
7. Maximum Assistance for Low-Income Families	\$10,000
8. Maximum Assistance for Moderate Income Families	Use HUD formula to calculate maximum assistance depending on moderate income level
9. Property Standards	Set parameters for unit condition
10. Eligible Costs	Down payment, closing costs, legal review, appraisal
11. Financing Source	Terms of financial assistance; terms in the event of resale or other disposition of the property
12. Period of Repayment, Recapture, or Resale Provisions	Establishes a period of affordability for assistance:
13. Leveraging	Encourages participant to personally invest in the home or find other funds
14. Monitoring Requirements	Monitor debt service repayment and useful life tracking
15. Application Procedures	Standard application, copy of loan documents, conditional grant document or subordinate mortgage document, record documents as lien on property

APPENDIX 18 contains a sample down payment assistance policy.

Lease purchase programs provide an exclusive option to the homebuyer to purchase the home within an option period based on when the applicant can achieve mortgage readiness. Analysis of income and education requirements exceed those required for a simple rental assistance program. Some programs require a prequalification waiting period to be sure the applicant is committed to becoming mortgage ready. Whatever program design the Recipient chooses must be based on the demand for such a program and the cost for developing and operating a lease purchase program.

10.3 LEASE PURCHASE PROGRAM

Because this type of program requires credit and debt monitoring as well as strict affordability requirements, the selection process is more rigorous as show in Exhibit 10-3.

EXHIBIT 10-3

Priority Poin[s] in Selection of Homebuyers

1	Credit	50 pt.
2	Stability in Employment (2 or more years)	50 pt.
3	Income	40 pt.
4	Housing Ratios	20 pt.
5	Housing Counseling	10 pt.
6	Savings	5 pt.

Homebuyer education and intense one-on-one housing counseling represent the components critical to the success of a homebuyer program. Exhibit 10-4 outlines the steps typical of a successful lease purchase program.



EXHIBIT 10-4

1. Admission Orientation for Applicant

- Review application with the applicant.
- Review a list of all the required documents that applicant must provide.

2. Initial Intake Interview (Individual Setting):

- Staff member completes standardized application with the applicant.

3. Staff Reviews Application

- Staff reviews the Credit Report(s) and compares it to the applicant's debt information contained in the application.
- Staff calculates the debt-to-income ratio and the "estimated" home loan affordability ratio for said applicant.
- Staff will recommend eligibility or ineligibility.

4. First Draft Client Action Plan (CAP):

- Staff member uses the information gathered from the application, credit report(s), ratios to prepare a draft of the applicant's CAP.

5. Client Action Plan (CAP) Review Session (Individual Setting):

- Schedule a CAP review session with the applicant.
- Discuss with the applicant program requirements and how these correlates to their CAP.
 - Explain the "estimated" home affordability and debt-to-income ratios.
 - Explain obstacles; identify goals.
 - Review the CAP with the applicant and referring to credit report when necessary.
 - Make any changes to the CAP while you have the applicant in your office.
 - Applicant determines whether they can be successful at reaching their CAP goals. Adjust if/when needed.
 - Review education classes required and get an idea of the applicant's schedule.
 - Record entire session in your applicant's CAP.
 - Review the CAP in its entirety one last time.
 - Staff member and applicant sign the CAP and provide copy of signed CAP to the applicant.

6. Family Pre-Qualification Waitlist (12 months):

- Applicants that have completed all their counseling requirements, CAP 1-year goals, and have all documentation in their file in 12 months will be placed on final waitlist.
- If any of the activities are incomplete, the applicant will remain on the pre-qualification waitlist, unless there are other circumstances that were cause for removal.

7. Final Selection:

- Applicant placed in home with a 3-year option period

8. Option Exercised

- Homebuyer obtains a mortgage for the home that was leased to them.
-



10.4 OCCUPIED HOME REPAIR OR REHAB PROGRAMS

One of the common uses of IHBG funds is to assist homeowners with repairs and/or major rehab. To accomplish this, the Recipient must create a process for implementing the steps to operate the program. These steps include but are not limited to:

- Establishing a written owner-occupied rehabilitation program which describes who will be served, the assistance to be provided, and the requirements to receive the assistance.
- Marketing the program and accepting applications.
- Processing applications and selecting participants.
- Performing environmental reviews.
- Establishing binding commitments to ensure assisted housing remain affordable according to the established useful life.
- Developing a scope of work.
- Obtaining wage rates.
- Establishing a project plan including detailed budgets, schedule, and production method.
- Competitively procuring a contractor or, if using force account, competitively procuring materials, tools and equipment, and hiring workers.
- Obtaining necessary insurance.
- Implementing work in accordance with plans and specifications.
- Regularly inspecting work to ensure quality.

Probably the most important element of this program is the complete understanding of the obligations and responsibilities of all parties involved throughout the entire process. Failure to put this information in writing often results in unrealistic expectations and hard feelings. Therefore, it is important that a checklist be used, such as the sample provided in Exhibit 10-5 following, to ensure nothing is missed or misunderstood.

A housing rehabilitation program must include all the relevant income and program eligibility requirements for staff to perform the admissions component of the program. Additionally, an orientation for applicants should be conducted for applicants to fully comprehend their responsibilities in arranging for the work to be performed and



maintaining the property once the work is completed. A sample policy is contained in **APPENDIX 19**.

EXHIBIT 10-5

REHAB PROGRAM CHECKLIST

STEP 1: ELIGIBILITY

- Income
- Consent to release information
- Verifications
- Ownership status

STEP 2: DEFINE SCOPE OF WORK (SOW)

- Inspect property
- Prepare SOW
- Environmental
- DOL
- Cost analysis
- Procurement
- Budget
- Insurance

STEP 3: EXECUTE AGREEMENT

- Meet with applicant
- Review documents

STEP 4: COMMENCE WORK

- Inspect
- Make payments
- Final inspection, payment
- Certificate of occupancy

STEP 5: FINAL PROCESS

- Record lien
- Monitor

10.4.1 Home Repair Agreement

Another important document that needs to be completed is a Home Repair Agreement, such as Exhibit 10-6. This agreement should include provisions that comply with NAHASDA useful life requirements. The Useful Life Program Guidance 2020-02 contains other sample agreements as well. Additionally, agreements must be recorded, and insurance requirements apply.



EXHIBIT 10-6

SAMPLE HOME REPAIR PROGRAM AGREEMENT

The (Tribe/TDHE), hereinafter referred to as "Tribe/TDHE", and _____ hereinafter referred to as "Homeowner", hereby agree as follows:

1. The Homeowner has applied for the Home Repair Program. Based on the information supplied by the Homeowner and verified by the Tribe/TDHE, the Homeowner has been determined to be eligible for the program.
2. An Inspection and Environmental Review of the property located at _____ has been done by the Tribe/TDHE and substandard conditions have been verified and included in the Scope of Work, which is attached and considered a part of this Agreement.
3. (Elderly Only) A grant in the amount of \$ _____ has been approved. No payback of this grant is required.
4. (Non-Elderly Only) A loan in the amount of \$ _____ has been approved. This loan will be amortized over _____ years and no repayment will be required if the Homeowner does not sell or otherwise transfer ownership of the home during this amortization period. If the Homeowner does sell or otherwise transfer ownership of the home during this period, the unamortized portion of the loan shall be due and payable immediately. In addition, the Tribe/TDHE will place a lien on the property during the amortization period.
5. (Non-Elderly Only) The Homeowner must agree to carry Homeowner's Insurance on the dwelling, naming the Tribe/TDHE as Loss Payee and providing insurance certificates to the tribe for same. The insurance must be in an amount necessary to protect the loan investment in the property for a minimum of ten years after the date of the loan, or until the loan obligation is satisfied.
6. The Homeowners certifies that the home described in this Agreement is the primary residence of the Homeowner, and acknowledges that if any of the information provided to the Tribe/TDHE is false or misleading, participation in this program will be terminated and all costs incurred by the Tribe/TDHE shall be due and payable immediately, including any costs associated with collecting this debt.
7. The Tribe/TDHE agrees to have all work described in the Scope of Work performed in a professional and satisfactory manner. The Homeowner agrees that no further work will be done other than the work described in the Scope of Work.
8. All work shall be done either by the Tribe/TDHE or by subcontractors selected by the Tribe/TDHE. It shall be at the Tribe/TDHE discretion as to how the work is completed. All payments related to this work shall be made directly to the vendor. No payments of any kind shall be made to the Homeowner.

Agreed to this _____ day of _____, _____ by:
TRIBE/TDHE **HOMEOWNER**

10.5 WEATHERIZATION

Weatherization programs have similar considerations as do housing rehabilitation programs. The standard application form may be used to determine eligibility. However, additional questions need to be asked to determine the extent of assistance required. Useful life and insurance requirements may apply depending on the amount of assistance. The following list includes additional information that must be gathered to respond to the intent of a weatherization program.



Admissions & Occupancy

- Energy Audit consent
- Primary Secondary Heating Sources
 - Oil / Propane
 - Natural Gas
 - Electricity
 - Wood
 - Coal
- Types of Appliances
- Structural Deficiencies
- Consent Form for Utility Usage Data
- Weatherization Education Requirements
- Property Value Information
- Property Standards Requirements
- Warranty

Exhibit 10-7 lists the minimum steps that must be implemented to ensure program success for housing rehabilitation, weatherization, and or emergency assistance.



Exhibit 10-7

GENERAL STEP	INVOLVEMENT
Intake	Meet and interview tenant, homebuyer, or homeowner; take a pre-application, determine income eligibility, determine type of assistance, explain program and counseling requirements.
Initial Inspection	Schedule property inspection, inspect property, write deficiency list; prepare detailed work write-up and cost estimate (scope of work).
Verification	Prepare and submit verification forms, order title search, order appraisal (if applicable).
Verify Homeowner Income	Prepare and submit verification forms.
Schedule Counseling	Discuss during initial contact, insurance requirements, maintenance counseling.
Finalize Agreement	Complete all application documents.
Construction	Choose force account or conventional method of construction. Activities include but are not limited to the following: Comply with procurement and labor requirement, schedule construction, mobilize force account crew, Tenant/Homebuyer/Owner preconstruction conference, sign notice to proceed and scope of work.
Contracting	Solicit bids for electrical, heating, or other specialty items. Negotiate price and contract terms when applicable.
Construction Management	Conduct progress-inspections, final inspections, obtain owner approval.



SECTION 11 LEASE MANAGEMENT & COMPLIANCE

11.1 NAHASDA REQUIREMENTS

Tribes or housing authorities are required to adopt a *rental program dwelling lease* that contains the provisions described below from Section 207 of NAHASDA. *Lease-to-own* and *homeownership* programs may have separate leases and occupancy agreements. All leases and occupancy agreements, and any changes to them, should be reviewed by an attorney before they are implemented.

NAHASDA SEC. 207. LEASE REQUIREMENTS AND TENANT SELECTION.

(a) LEASES- Except to the extent otherwise provided by or inconsistent with tribal law, in renting dwelling units in affordable housing assisted with grant amounts provided under this Act, the owner or manager of the housing shall utilize leases that—

(1) do not contain unreasonable terms and conditions;

(2) require the owner or manager to maintain the housing in compliance with applicable housing codes and quality standards;

(3) require the owner or manager to give adequate written notice of termination of the lease, which shall be the period of time required under State, tribal, or local law;

(4) specify that, with respect to any notice of eviction or termination, notwithstanding any State, tribal, or local law, a resident shall be informed of the opportunity, prior to any hearing or trial, to examine any relevant documents, records, or regulations directly related to the eviction or termination;

(5) require that the owner or manager may not terminate the tenancy, during the term of the lease, except for serious or repeated violation of the terms or conditions of the lease, violation of applicable Federal, State, tribal, or local law, or for other good cause; and

(6) provide that the owner or manager may terminate the tenancy of a resident for any activity, engaged in by the resident, any member of the household of the resident, or any guest or other person under the control of the resident, that—

(A) threatens the health or safety of, or right to peaceful enjoyment of the premises by, other residents or employees of the owner or manager of



the housing;
(B) threatens the health or safety of, or right to peaceful enjoyment of their premises by, persons residing in the immediate vicinity of the premises; or
(C) is criminal activity (including drug-related criminal activity) on or off the premises.

11.2 DWELLING LEASES

The dwelling lease is one of the most important documents used in occupancy. It defines the binding contractual obligations between the Recipient and the resident and offers the opportunity for the Recipient to exercise its discretion. However, there are several suggested "dos and don'ts" you should consider. A list of inclusions is contained in Exhibit 11-1 and a sample dwelling lease is included in **APPENDIX 20**.

EXHIBIT 11-1: RENTAL LEASE INCLUSIONS

- Identification of the parties who will reside in the dwelling unit
- Dwelling unit location
- Term
- Amount and due date of payments
- Other charges
- Amount and use of security deposit
- Resident's right to use and occupancy
- Receipt of policies
- Notice procedures
- Court jurisdiction
- Recertification, changes in house payments, household composition
- Utility services provided (if any)
- Tenant responsibility for utilities, solid waste
- Inspections
- Resident's maintenance responsibilities
- Housekeeping standards
- Defects hazardous to life, health or safety
- Tenant caused damages, charges, corrective action
- Entry of dwelling unit during tenancy
- Termination of the lease
- Grievance procedures
- Provisions of modifications
- Criminal activity, Illegal drug use
- Appliance use as intended (i.e., not using kitchen stove to heat house)
- Septic system guidelines (i.e., proper use)
- Appliance use as intended (i.e., not using kitchen stove to heat house)
- Recipient obligations
- Evictions
- Administrative remedies
- Signature clause
- Pet and or livestock restrictions (if any)
- Parking restrictions (if any)
- Abandoned vehicles



Here are some suggested addenda to dwelling leases many programs use. These items are part of the lease and are usually signed and dated separately by the resident. The reason they are included with the lease is because the information or requirements may change periodically during the term of the lease, and it is easier to change the addendum rather than the entire lease.

- List of occupants residing in the unit
- Notice of payment and collections procedures
- Federal Privacy Act statement
- Drug-Free Housing
- Rules of occupancy
- Requirement to maintain “essential family” status for continued occupancy

11.3 EXCLUSIONS

The following are some 'prohibited lease provisions,' or exclusions, along with a short description of each.

- **Confession of judgment:** Residents cannot be required to give consent to judgments against him/her before you have made any lawsuit against the resident. Residents cannot be required to say "I'm guilty" before he or she even knows the charges.
- **Seizure of personal property for rent or other charges:** It is not allowable to establish an agreement that will permit you to take the resident's property or possessions as collateral for rent or other charges specified in the lease. For example, impounding a resident's car because he or she owes maintenance charges is illegal.
- **Exculpatory clauses:** You cannot wash your hands of all liability before the fact. Requiring the resident to agree to such a clause in the lease is not permitted.
- **Waiver of legal notice by resident prior to actions for eviction or money judgments:** The resident must be given the right to notice of your intended legal actions against him or her. He or she cannot be denied this right.
- **Waiver of legal proceedings:** The resident cannot be denied his or her right to legal proceedings in the event of a dispute. Starting eviction proceedings or holding a resident's possessions prior to the resident's right to legal proceedings



is prohibited.

- **Waiver of jury trial:** The resident cannot be denied the Constitutional right for legal proceedings relevant to disputes between the resident and the Recipient.
- **Waiver of right to appeal judicial error in legal proceedings:** In the event the court makes an error in its ruling, the lease cannot require that the resident be denied his or her right to appeal.
- **Resident responsible for cost of legal actions regardless of outcome:** Residents cannot be required to pay for court costs and/or attorney fees for any legal action that you initiate, regardless of who wins. For example, if you have an established cost of \$20 for each non-payment of rent case taken to court, the resident cannot be billed for the \$20 if the court's judgment is in the resident's favor. On the other hand, if the resident loses, you may charge the \$20.

If you are at all familiar with the Constitution of the United States, you will recognize that these exclusions reinforce many rights all American citizens enjoy. These rights also apply to residents of Indian housing programs.

Your lease should contain all the terms and conditions necessary to protect the rights and uphold the responsibilities of both the housing program and its customers. The lease should be practical, enforceable, and consistent with the qualifications and expectations of your customers. Remember, the dwelling lease is the legal agreement that outlines how you and your residents will interact.

11.4 LEASE PURCHASE AGREEMENT

A Lease Purchase Agreement is a lease that allows the homebuyer to purchase their unit or to lease the unit with an exclusive option to purchase. This agreement specifies the resident's obligation over the term of the contract, such as:

- The obligation to perform or pay for required maintenance
- The ability to provide a contribution in land, materials, cash, or labor
- The capacity to pay monthly homebuyer payments
- The capacity to pay utilities and monthly administrative charges, if any

Because financial eligibility criteria for homebuyer programs are more stringent than the rental program, some Recipients have separate admissions policies designed to identify prospective homebuyers with the ability to meet the obligations of the program.

Admissions and occupancy policies may also include mandatory housing counseling



requirements to help participants understand their financial and social responsibilities as participants in the homebuyer program.

11.5 ORIENTATION

Regardless of program type, an orientation for any applicant family must include a thorough review of the applicable lease agreement. For example, important points that should be covered when reviewing the lease for a rental unit include the following:

- Use the unit only as a principal, private residence.
- Pay rent and utilities on a regular basis.
- Keep the unit in good and safe condition.
- Cooperate with annual income recertification procedures and periodic inspections.
- Assure that household members and guests follow reasonable rules and do not disturb neighbors.
- Explain who is responsible for furnishing the specified utilities and appliances.
- Explain tenant's responsibility to maintain the property in decent, safe and sanitary condition.
- Familiarize the tenant with the process for requesting maintenance work, and policies about charging tenants for tenant-caused damage.
- Explain how the tenant should notify the housing program office when changes in family circumstances occur or when the family intends to move out.
- Describe the procedures that will be followed in terminating tenancy if the tenant violates the lease, and how disputes and grievances will be handled.
- Review insurance coverage available including:
 - Insurance provided by the Recipient.
 - Resources for tenants to obtain content (renters) insurance.
 - Process for filing claims.
 - Circumstances under which tenant family is responsible for payment of deductible.



11.6 COMPLIANCE ISSUES

Lease compliance issues range from simple issues that can be handled by staff to complex issues that may require legal action. In all cases, preventative approaches ensure that time and money are spent more appropriately on housing services than on court actions. Basic compliance areas that are critical to continued occupancy include:

- Maintenance
- Inspections
- Recertification
- Housing counseling (see Section 12)
- Collections (see Section 13)

11.7 MAINTENANCE

Maintenance responsibilities vary based on specific program requirements. Generally, tribes or housing authorities provide maintenance for rental housing, while homebuyers and homeowners must provide most or all the work on their properties. Most program funds restrict maintenance services to normal wear and tear and non-routine maintenance. Where tenant damage exceeds normal wear and tear, the Recipient may adopt a policy to charge tenants for the work required.

Maintenance policies describe the responsibilities of the Recipient and the tenant. A basic policy covering at least the following topics provides a helpful tool for occupancy staff working with families:

- Emergency, urgent, routine, and non-routine services
- Vacated unit repair
- Preventive maintenance
- Inspections
- Right of access
- Work order process
- Standards of work
- Schedule of costs



- Forms
- Maintenance counseling

It is a good idea to include excerpts of the maintenance policy in the standard lease agreement. Regardless of the housing assistance program, all families are expected to maintain the property in a safe and sanitary condition.

Exhibit 11-2 contains a sample “Failure to Perform Maintenance” clause included in a homeownership occupancy agreement.

EXHIBIT 11-21

FAILURE TO PERFORM MAINTENANCE

Failure of the participant to perform his maintenance obligations constitutes a breach of this policy and is grounds for termination of program assistance. Upon a determination by housing staff that a breach has occurred, the staff shall require the participant to agree to a specific plan of action to cure the breach and to assure future compliance. The plan shall provide for maintenance work to be done within a reasonable time by the housing staff in a good workmanlike manner in accordance with the Uniform Building Code. If the tenant fails to carry out the plan, the tribe shall have the work completed and charge the cost to the participant. Such charges will be billed to the participant as additional rent.

11.8 INSPECTIONS

Generally, all housing programs have requirements for unit inspections. A tribal housing program that is responsible for the management and operation of 1937 Act homes and housing developed using IHBG funds must perform inspections in accordance with PIH Notice 2012-45 as follows:

11.8.1 Initial Inspections

Initial inspections must be performed on all units constructed, acquired, and/or rehabilitated with NAHASDA funds. These units must be inspected by a recipient subsequent to, during the provision of such assistance, and prior to occupancy by the beneficiary household or, in the instance of owner-occupied housing, upon completion of rehabilitation work to ensure that the work performed and/or the condition of the housing meets the approved standards.



It is strongly recommended that the recipient document when and by whom the inspections were performed and that the results of the inspections be maintained by the recipient and made available during an on-site monitoring review.

11.8.2 Recurring Inspection Requirements

NAHASDA requires recipients to review their housing for compliance not less frequently than annually, and, as part of that review, to carry out an “appropriate level of onsite inspection”. Evaluating the condition of housing assisted under NAHASDA is an integral part of a recipient’s self-assessment responsibilities. In determining the appropriate level of onsite inspection, it is incumbent upon a recipient to include the inspection of housing on a reasonable schedule in its policies governing the management and maintenance of assisted housing (Section 203(e)). Periodic, scheduled inspections will allow a recipient to adequately assess the on-going compliance of such units with the requirements of NAHASDA.

Recurring inspections apply to NAHASDA-assisted housing units, regardless of the location of the unit. When the recipient owns, operates, or maintains the unit, it has an ongoing responsibility to ensure that an appropriate level of onsite inspections is carried out to ensure the proper maintenance and upkeep of the unit, or, to ensure that maintenance is provided by the purchaser/occupant. Examples of units for which a recipient has recurring inspection responsibilities are:

- Rental and homeownership units constructed, acquired, and/or rehabilitated with funds provided under the United States Housing Act of 1937 (Section 502(b) of NAHASDA);
- All units constructed, acquired, and/or rehabilitated with NAHASDA funds owned by the recipient, and those assisted units not owned by the recipient but for which the recipient has an ongoing responsibility to provide maintenance;
- All units constructed, acquired, and/or rehabilitated with NAHASDA funds and operated or managed by the recipient, but maintained by the occupant/purchaser under a lease-purchase agreement;
- Rental units constructed, acquired, and/or rehabilitated with NAHASDA funds and owned by the recipient, but operated or managed by another entity;
- Rental units constructed, acquired, and/or rehabilitated with NAHASDA funds that are owned by another entity, but are operated or managed by the recipient as affordable housing under NAHASDA.

Recurring inspections do not apply to owner-occupied units that receive NAHASDA assistance for rehabilitation, or units that are being purchased by a family with



NAHASDA-based financing or mortgage assistance. These units would, however, be subject to an inspection prior to and during the period of rehabilitation, or prior to purchase and occupancy of the beneficiary household to ensure recipient standards of quality is met. Lease-purchase units occupied by a family are subject to recurring inspection requirements because they are owned, operated, or managed by the recipient.

Recurring inspections requirements are also not applicable to housing units that are assisted with NAHASDA funds but not owned, operated, or managed by the recipient (e.g., this may include Section 8 type units, and student housing units).

Period of Recurring Inspection Responsibilities:

The recurring recipient inspection requirement will eventually terminate. For rental housing, the requirement expires when the unit is no longer required to remain as affordable housing upon the end of its “useful life” as defined under 24 CFR §1000.142. For Mutual Help homes developed under Sec. 202 of the United States Housing Act of 1937 and lease-purchase housing developed with NAHASDA funds, the recurring inspection requirement expires when unit ownership is conveyed to the homebuyer/purchaser.

11.9 RECERTIFICATION

Even though recertifying the income of residents or homebuyers is not required, it is still a good practice to require recertification annually, especially for rentals. The purpose of recertification is to determine and adjust, if required, the monthly payment to be charged; and to determine if the unit size is appropriate for rental program residents.

11.9.1 Scheduling

Recertification may be scheduled on the anniversary date of the lease or homebuyer agreement execution. You may also wish to recertify residents on alternative dates to spread out the workload. All residents of a certain community or neighborhood may be recertified at the same time for efficiency. Alternative dates may also be desirable, especially when families are dispersed over a wide geographic area. In any event, recertification scheduling should be well planned so it can be performed in a timely and effective manner.

11.9.2 Timing of Recertification

You should begin recertification at least 90 days in advance of the scheduled recertification date. You may elect to send out an initial notice in advance to schedule the recertification interview and provide a checklist of what you would like your resident to bring to the recertification interview.

During the interview, a staff member should obtain the proper signatures on the verification and release forms. Of course, after obtaining the proper signatures, staff should send out the documents to verify the information that affects the family's income and their rent or homebuyer payment. Verifications should be obtained by a third party whenever possible. Once all verifications are obtained, complete the necessary income and payment calculations. This procedure should be completed no later than 30 days in advance of the scheduled effective date of recertification. This affords the time to give the resident the proper 30-day notice of a rent increase (if necessary) as required by most tenant/landlord laws.



11.9.3 Interim Recertification

You may establish policies and standards for the adjustment of the monthly payment charge between regularly scheduled recertification. The policy should be effectively communicated in writing to the residents to assure that they understand their obligation to report interim changes in income and household characteristics that affect their rent/homebuyer payment.

NOTE: *It is a good idea to have something in your lease and/or policy that states if the tenant does not promptly report income changes, the re-computation of rent will be backdated to the date the change occurred.*

Some examples where interim recertification may be appropriate:

- A resident loses his or her job and goes on unemployment or welfare.
- A resident retires and is going on Social Security.
- A resident pass away and there is a loss of income and change in family



composition.

- A resident moves out and there is a change of income and family composition.
- A resident changes employment and receives a substantial increase in pay.
- A resident family has a baby and there is a change in family composition.
- A resident who was certified as unemployed obtains employment.
- A resident has experienced a substantial increase in allowances, such as childcare medical expenses, handicap assistance or excessive travel.
- A resident turns 62 years of age.

Your policies should guide the implementation of the recertification process. Continued occupancy is determined through the recertification process. To obtain the family's cooperation, staff should thoroughly cover the requirement during the orientation process and the lease review session. Noncompliance should typically follow the same process mentioned above for compliance with maintenance and inspection requirements.

11.10 CORRECTIVE ACTION

In all instances where there appears to be a failure to perform, legal actions should be preceded by taking the following actions:

- Initiate communications by phone.
- Make a home visit.
- Write the first letter to explain the following:
 - Efforts to contact the family.
 - Nature of the issue.
 - Process to resolve the issue.
 - Time frame by which the housing staff must be notified.
- Write a second letter to explain:
 - Efforts to contact the family.
 - Nature of the issue.
 - Process to resolve issue.
 - Time frame by which the staff must be notified.
- Write a third letter informing the family that the situation is being referred for legal action.



Admissions & Occupancy

When dealing with maintenance, recertification, and collection issues, **documentation is critical** if legal action is pursued. Letters describing non-compliance and the corresponding corrective action details must be supported with written documentation. Phone contact prior to submitting a corrective action plan facilitates the opportunity to prepare the family prior to receiving the notices.

Note. **APPENDIX 23** contains sample letters used to describe a noncompliance issue and the corrective action plan to be followed.



SECTION 12 COUNSELING

12.1 PURPOSE

Increasingly, Native people are accessing housing assistance opportunities through a wide variety of programs. Tribes and housing authorities are offering program designs such as tenant-based rental assistance, emergency housing, and lease with option to purchase, rental housing, down payment assistance, and home purchase. As a result, housing counseling is becoming more and more critical to help families navigate through the myriad of housing programs and their requirements. Ongoing housing counseling can be a critical component of helping residents to become and remain successful homeowners or renters.

12.2 WHAT IS HOUSING COUNSELING?

Housing counseling is a process in which the sharing of information between a client and a housing counselor helps to **alleviate the client’s housing problems**. It is:

- **Personal** and **specific** to each client and usually conducted **one-on-one**.
- The art of helping people discover ways to **help themselves**.
- A relationship between a **trained helping person** and a client with a problem.
- The process of solving problems in a **professional manner**.

A **housing counselor** is a staff person who works with the client to overcome obstacles to meeting housing obligations. Some areas of housing counseling include:

Housing Counseling Topics	
<ul style="list-style-type: none"> • Budgeting for financial housing obligations • Debt management • Credit repair • Homebuyer education • Advocacy • Self-sufficiency services • Financial literacy • Maintenance counseling • Fire safety • Pre-purchase counseling 	<ul style="list-style-type: none"> • Early intervention before delinquency • Mortgage delinquency • Loss mitigation • Post-purchase (including home improvement and rehabilitation) • Mobility and relocation assistance • Rental Assistance/Section 8 • Renters insurance (<i>The housing entity covers the building but not personal contents</i>) • Grievance policy



12.3 HOUSING COUNSELING GOALS

Some common housing counseling goals for tribes and housing authorities are:

- To **increase homeownership opportunities** for low- and moderate-income families through problem-solving strategies.
- To foster the **development of life skills**, such as household budgeting, financial management, and home maintenance.
- To foster human development, **individual empowerment** and an improved quality of life through education and economic self-sufficiency.
- To foster **community development** by strengthening the social and economic bonds of Native communities through increased housing assistance.
- To provide a **case management approach** to serving clients in which both housing and non-housing needs are addressed through a comprehensive community resource network.

12.4 COMMON CHALLENGES

Providing housing counseling brings counselors face-to-face with a myriad of challenges confronting families. The following represent the most common challenges:

- Hardships with meeting housing obligations occur for any number of reasons, such as too much debt or lack of stable employment. Many families fail to make house payments in a timely manner because they lack the resources to save money and handle emergencies. Debt management, budgeting, and credit repair services are critical to meeting housing obligations and achieving housing goals.
- Many tenants do not have the resources to properly handle home maintenance obligations. Carrying out simple home maintenance procedures is another challenge tenants face because many have never turned off the water to the house, reset the breaker box, or turned a gas furnace or stove back on after an outage. And finally, for many, housekeeping and cleaning routines may be new to them.

The following table identifies other issues families encounter and the tools housing counselors use when counseling clients



COUNSELING BARRIERS	COUSELING TOOLS
• Slow payment	• Budgeting worksheets, debt monitoring
• Credit issues	• Credit repair letters
• Insufficient income	• Second job, varies
• High Debt or Slow Payment	• Powerpay or other debt Monitoring method
• Low savings	• Budgeting worksheets
• Employment stability	• Resume, referral to tribal office, varies
• Trust property	• Lease, resolution, varies

12.5 TYPES OF HOUSING COUNSELING

Housing counseling includes many types that respond to challenges families experience to acquire housing or meet lease obligations. Each of the following types involves budgeting but focuses on a family’s specific need(s).

- Pre-occupancy counseling matches the family with the program best suited to the family’s needs.
- Rental occupancy counseling assists the family in meeting financial obligations of leasing,
- Pre-purchase counseling assists families become mortgage readiness.
- Credit repair counseling assists those facing credit issues.
- Debt management counseling helps families better manage their expenses.
- Post purchase counseling assists families having trouble in meeting their homeownership obligations.

12.6 DELIVERING HOUSING COUNSELING SERVICES

Programs may combine group sessions with one-on-one meetings to give attendees a chance to discuss matters they may not wish to discuss in a group setting. Sessions should be offered at convenient times and locations.

- **Client Intake Meeting.** This initial meeting affords the staff to meet the family, introduce the services offered and explain the family application process and the various consent to release information forms. Scheduling a future appointment to review credit and debt and registering for classes should be completed during this meeting.



- **Group Instruction.** This is an orientation program that informs families about the steps they need to take to prepare themselves for the financial obligations and responsibilities of renting and homeownership. Presented in a **group setting** and facilitated by housing staff, an orientation can be fun and informative.
- **One-On-One Counseling.** Housing counseling services are most effective when 90 percent of the counseling effort is delivered as one-on-one counseling. Many families experience financial hardship for a variety of reasons. Some duties expected of occupancy staff include the ability to assess family financial needs and work one-on-one with the family to develop an action plan to meet housing goals. This process involves:
 - Establishing financial goals
 - Reviewing credit reports
 - Calculating debt ratios
 - Creating and/or reviewing a budget
 - Developing an action plan which outlines the client's:
 - Obstacles to meeting financial obligations
 - Steps to overcoming obstacles
 - Time frame for completing steps
 - Schedule of follow-up sessions

Appendix 21 contains a sample client action plan.

12.7 INDIVIDUAL COUNSELING TROUBLESHOOTING TOOLS

The following tools can assist staff in their efforts to help families overcome challenges to meeting financial housing obligations.

- **Credit Rebuilding Letters** are available in the *Pathways Home: A Native Guide to Homeownership*. They can be used by a housing counselor or provided to a client to initiate and document a constructive dialogue with creditors and credit-reporting agencies to assist in rebuilding credit.



- The **PowerPay® Debt-Reduction System** developed by F. Dean Minor, Jr. and Judy L. Harris of Utah State University addresses the issue of excessive debt. **PowerPay®** can be used by staff to help their clients develop a family budget using effective repayment methods for accelerated debt reduction. It is a free, online program (www.powerpay.org) with numerous features that anyone can access.
- **Budgeting Worksheets** can assist the housing counselor in developing a spending plan to achieve housing goals. These tools help a client establish a realistic budget, identify wasteful spending, and accumulate the savings needed for family goals. Forms listed below may be found in the excerpt from *Pathways Home: A Native Guide to Homeownership* in **APPENDIX 22**.
 - Monthly Budget Worksheet
 - Debt Worksheet
 - Income Worksheet
 - Prequalifying Worksheet

12.8 TOOLS FOR STRUCTURED LEARNING

Pathways Home: A Native Homeownership Guide, a curriculum available through the National American Indian Housing Council, is an excellent tool for acquainting families with financial obligations associated with housing. It is divided into eight modules plus a glossary:

Module 1: Exploring Homeownership

Module 2: Considering Mortgage-Based Homeownership

Module 3: Budgeting for Homeownership and Calculating Affordability

Module 4: Evaluating Credit for Homeownership

Module 5: Finding a Home

Module 6: Applying for a Home Loan

Module 7: Meeting Your Financial Obligations

Module 8: Protecting Your Investment



SECTION 13 COLLECTIONS

13.1 PURPOSE OF COLLECTIONS POLICY

The purpose of a ***Collections Policy*** is to inform the tenants and homebuyers of established guidelines for the collection of rent, house payments, housing services, and payment of work orders and other charges. The goal of the policy is to collect the amounts owed to the program to ensure the continuation of adequate housing services, while providing for the safety and well-being of residents, and promoting fairness and due process. The policy should apply to residents who have entered into a lease or homeownership agreement with the Recipient. A sample policy is included in **Appendix 24**.

13.1.1 Collection procedures

The following requirements may be included in the policy:

- The amount of the required ***monthly payment*** will be stipulated in the lease or homeownership agreement.
- If the resident fails to meet his or her financial obligations including payment of required rent, the account should be handled as a ***delinquent account***. The ability to meet financial obligations is a requirement for initial admission and for continued occupancy.
- If the resident presents evidence of inability to make full payment due to ***hardship***, the policy may allow for the consideration of an extension and the negotiation of a settlement. The resident should contact the staff **prior** to the due date to receive an extension. The extension deadline will become the new due date. Extreme circumstances may be considered in approving an extension of the due date. Such conditions may include a death in the immediate family or other disaster that affects the financial state of the family.
- When the resident presents credible evidence that clearly shows an inability to make full payment, a ***partial payment*** may be accepted.
- A ***notice of delinquency*** may be sent to a resident who has not made his or her



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- full monthly payment by the time specified. The notice of delinquency is a written demand for immediate payment on the past due balance. The notice shall inform the delinquent resident to make an immediate payment for continued occupancy of the housing unit. Upon service of the notice of delinquency, the resident has specified amount of time to remit the delinquent amount in full or commit to a **payback agreement**. The notice also may recommend that the delinquent resident immediately contact the housing staff regarding any financial problems or unusual circumstances. The notice may inform the resident that failure to comply with the notice will result in a **notice of termination**.
- A **budget counseling session** may be scheduled with the resident during the period of account delinquency. While the policy should require a minimum of one budget counseling session prior to termination of the lease or homebuyer agreement, a series of follow-up counseling sessions is recommended. A housing counselor is responsible for providing family budgeting and maintenance counseling. They often have the discretion to negotiate a **payment agreement** with delinquent resident before a **notice of termination** is served.
- A **payback agreement** may be negotiated with the delinquent resident as an alternative to immediate termination, though the policy may limit the number of times a resident may enter into a payback agreement within a specified period.
- Failure to make the required monthly payment and/or breach of subsequent pay back agreement and termination of the resident's lease or homeownership agreement may result in **permanent loss of eligibility for future services** or benefits offered by the tribal housing program.
- If the resident does not comply with the notice of delinquency or the resident otherwise breaches the lease, the resident may be served with a written **notice of termination** by certified mail return receipt requested. The notice states the reason for the termination. The resident may respond to the notice or may cure the violation or bring the delinquent amount current.
- The resident has the right to request a hearing in accordance with the grievance procedure if there is a discrepancy with any of the notices. Otherwise, the Recipient may begin its **administrative hearing process**.



- At the administrative hearing, if the resident is delinquent and has not violated any of the other provisions, staff may negotiate a **payback agreement** with the homebuyer in which the resident will be required to pay an additional amount on top of his/her required monthly payment to pay off the past due balance. If the resident defaults on the payback agreement, the Recipient may commence eviction proceedings.

13.2 EVICTION

If collection and negotiation efforts are not successful, an eviction proceeding provides a remedy of last resort. Upon termination of a lease or homeownership agreement and the failure of the resident to peaceably vacate the unit within the required time, the Recipient may file a civil action against the resident for eviction and restitution in the appropriate legal jurisdiction.

The complaint is usually premised on the breach of the resident's agreement with the tribe or the housing authority. The contractual breach arises from non-payment or failure to make the full monthly payment. Other violations not pertaining to non-payment or failure to make the full monthly payment shall be defined as "other just cause."

Copies of the lease or homeownership agreement and notices (delinquency, termination, administrative hearing and intent to sue) should be attached as exhibits to the legal complaint. The Recipient asks the court for an eviction of the resident and judgment on the delinquent amount owed.

If the resident has paid the delinquent amount in full or has made a payment arrangement which has been agreed upon by both parties before the court date, there may be a motion to dismiss without prejudice with the court, along with a stipulated judgment. Alternatively, the court may order the resident to pay the delinquent amount within a specific period or may order the resident(s) to be evicted.

NOTE: *The ability to use eviction as a remedy depends on the applicable legal jurisdiction and the program being administered. For example, eviction is not used in Oklahoma or Alaska for homeownership programs.*

13.3 BENEFITS OF COLLECTION

There is certainly good news and bad news with NAHASDA with respect to a tribal housing programs ability to collect amounts due. The good news is that program flexibility allows housing programs to tailor charges and responsibilities to community requirements, needs, and affordability. No minimum charge is required. For example, a Recipient may build a home and give it to a qualified family with basic requirements for occupancy and insurance for its useful life. The housing program can even pick up the



cost of insurance. As discussed, the maximum charge for rental or lease/purchase programs for low-income families is 30 percent of adjusted family income with some common ceiling charges of the local fair market rent (FMR) or a conventional mortgage loan.

The bad news is that failure to collect these charges hurts housing programs and the limited resources and tremendous unmet need throughout Indian Country requires that

families pay something for the housing services received. Housing must remain affordable and insured (for assistance in excess of \$5,000) for its useful life. The Recipient is responsible to ensure compliance and the costs of collections, insurance, maintenance and repairs, bad debt expense, legal and other costs all take away from the potential for other affordable housing activities.

13.3.1 Credit Basics

In the private sector, credit policy is essential to optimize sales, gross margins, and profit in a business setting. It is a decision-making process that establishes the relationship between the business and its customers. That relationship is often described in terms such as the 4 C's: credit, capacity, capital, and collateral. Finding the right balance is often a combination of science and art. Similarly, in the public sector, governments and non-profits establish policies to extend services to their members, constituents, or the public. When those services require payment or other types of performance, standards are established and applied.

For example, a homeownership program may include both minimum and maximum income standards for applicants. A maximum standard because the program is limited or targeted to low-income families; and a minimum standard because the program requires financial capacity to pay a required monthly payment, utilities, insurance, and maintenance. Families which earn or receive less than the minimum standard can be predicted to encounter difficulties in meeting their financial obligations.

The flexibilities offered by NAHASDA allow tribal housing programs to establish a "credit" relationship through their housing program policies and procedures. Effective policies will consider the needs and abilities of the "customers" and establish a rapport that will result in a successful relationship.

13.3.2 Housing Program Design Considerations

Some questions to consider when developing new housing assistance programs:

- Is the program in line with the needs and wants of the community?
- Can the tribal housing program and families afford the program?



- Will the families pay for the program?

Of course, these and many other questions along with the anticipated answers will be included in the housing program policies.

13.3.3 Three Recommendations

Finally, recognizing the differences and special circumstances found throughout Indian Country, tribes and housing authorities may want to consider the following recommendations:

- Everyone has a role in collections and compliance.
- Everything they do can have an impact on the program's success.
- Make all the efforts for collection and compliance positive and constructive.

13.4 CASE MANAGEMENT

Like much work in social services, collections and compliance is most effectively done on a "case-by-case" basis, and customer families benefit from case management. A model for case management for housing collections and compliance is illustrated with a grid established by two factors: willingness & ability. To the extent that a family's conditions and circumstances can be identified, the model places the family in one of the four quadrants, which identifies possible or appropriate action along with desirable skills for the case managers.

13.4.1 Case Management Communication Styles

Upper Right – Willing & Able – Families in this quadrant pay every month, maintain their housing units appropriately, and communicate well and freely with the housing program staff. Targeted housing program activities for these families should be supportive. These are not only families doing what "is expected," but also serving as models for all other families. Don't take them for granted.



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WILLING

UNABLE

<p>Temporary Conditions Receptive to "A Plan" Communicates – Willing to work with you Looking for a Permanent Solution</p> <p>[Skills: Job & Financial Counseling, Financing]</p> <ul style="list-style-type: none"> • Often open to options for repayment, collection, or financing agreements, payroll deductions • Job training, self-sufficiency programs • Restructure debt • Temporary solution may include conversion 	<p>Pays Every Month (\$0 TARs) Good Maintenance Record "Yeah!"</p> <p>[Skills: Cheerleader, Customer Service]</p> <ul style="list-style-type: none"> • Support them - keep them Willing and Able • Send the message to all participants that it is desirable to be current • Celebrate! • Priority for Modernization/Replacement activities & use of equity.
<p>Won't communicate "Blood out of a stone" Maintenance Problems / May be high risk Broken promises Waiting for housing program to take action</p> <p>[Skills: Communications, Documentation, Legal actions]</p> <ul style="list-style-type: none"> • Last resort – ejection or eviction. 	<p>Often willing to communicate – sometimes too much. Sometimes at an impasse -- someone needs to give. There's a "story."</p> <p>[Skills: Mediation and Negotiations]</p> <ul style="list-style-type: none"> • Fix the problem. Break through the impasse. • If issues are just \$\$, try to resolve in small claims court or through other money judgments.

ABLE

UNWILLING



Upper Left – Willing, But Unable – Families in this quadrant are unable to meet their responsibilities often because of an unexpected, and temporary, change in family conditions. They remain willing to communicate and are open to options for repayment, collection or refinancing agreements – payroll deductions, assignment of tribal payments, etc. Employment, job training and self-sufficiency programs may be an effective way to help these families move back to the “upper right.”

Lower Left – Unable & Unwilling – Families in this quadrant have given up on meeting their responsibilities and are often at risk for other problems. High maintenance problems may also place family members in unsafe conditions and at personal risk. Little or no communications and avoidance of housing program staff efforts to resolve the situation are also common. They are waiting for the housing program staff to act. Effective and creative communications efforts may be needed as well as efficient and effective legal actions. These families may be creating substantial risks for the housing program and they should not be ignored or left waiting. A last resort is foreclosure, eviction or ejection.

Lower Right – Able, But Unwilling – Families in this quadrant usually have a reason for not meeting their responsibilities. They often have a “story” and are very willing to share it with the housing program staff (and many others). There is often an impasse in making progress to moving the family back to “Willing & Able.” Target activities may

include fixing or resolving the “problem” or a formal negotiation or mediation effort. These families are “able” and if the issues are resolvable with money, a court action such as a small claims judgment may be appropriate and effective.

Housing staff skills associated with the appropriate collections and compliance activities should be identified and developed. Some of these include customer service, communications, counseling, and legal services.

13.5 COLLECTIONS TIPS

- Establish ability and willingness to evict.
- Match policies with your practices.
- Follow up. Make sure your promises are always kept.
- Use receipts and remember to say, “thank you.”



- Recognize a participant of the month – emphasize positive payment history.
- Aggressively offer job placement services. Promote self-sufficiency.
- Address the toughest cases in monthly staffing meetings.
- Revisit incentives for prompt payment.
- Communicate with both spouses and other adult family members, if appropriate.
- Develop skills in using the appropriate court system.

13.6 STRATEGIES FOR EFFECTIVE COMMUNICATION WITH RESIDENTS

13.6.1 Active Listening and Communication

Admissions & occupancy specialists work closely with residents during occupancy to resolve a broad range of issues. These issues may include dealing with maintenance problems, enforcing lease requirements, or providing counseling services to help a resident qualify for homeownership. By becoming an “active listener,” staff can improve their communication skills and resolve issues that arise more effectively.

The following information is adapted from a book called *Learn to Listen* by Jim Dugger (National Press Publications, 1992).

“The goal of all good listening is to tune in to the speaker.”

Active listening is a method of improving your listening skills so that you can be effective in your business and personal life. There are five steps to active listening:

1. **Listen to the content.** Content is the words of the speaker and the facts, figures, ideas, and logic the words convey.
2. **Listen to the intent.** The intent of the message is a balance between the content, the nonverbal communication, the speaker’s background, and whatever bias or position the speaker may have regarding the subject.



3. **Assess the speaker's nonverbal communication.** About 55 percent of nonverbal communication is body language. About 35 percent is tone of voice, and 10 percent is verbal content. You can use body language to actively "SOFTEN" the discussion:

Smile
Open Stance
Forward Lean
Touch
Eye Contact
Nod

4. **Monitor your nonverbal communications and filters.** Filters are ways of responding to information, ideas, words, and even nonverbal communications that you have developed during your lifetime.
5. **Listen to the speaker with empathy and without judgment.** Empathy means that you accept the speaker and the speaker's communication as worthwhile—you don't have to accept the speaker's ideas or point of views.

Sometimes it is a challenge to listen actively when you are meeting with residents. The following active listening techniques may help to keep you focused:

- Eliminate external distractions.
- Eliminate internal distractions by controlling your emotions.
- Come to meetings prepared.
- Take notes if your mind wanders.
- Do not respond only to what the speaker implies—respond to the total communication including content, intent, non-verbal cues.
- Identify words that trigger your emotions.
- Respond to the speaker without judging.
- Do not prepare your response while someone is speaking.
- Do not "listen" with your mind already made up.



-
- Negotiate behavior with yourself.
 - If you realize you are not listening, physically move forward.
 - Do not rely on others to interpret what was said.

Another great way to make your communications more effective is to be a *reflective listener*. Reflective listening mirrors what the speaker is saying by reflecting back to the speaker what you heard, thus allowing a fresh perspective on what they have communicated. Some tips for reflective listening:

- Continue to practice good active listening techniques.
- Provide feedback to the speaker.
- Make sure the feedback is expressed and without judgment.

13.6.2 Negotiating Effectively

In some situations, an occupancy specialist must negotiate with residents to solve problems they encounter. So, it may be helpful for you to polish your negotiating skills.

The following information is adapted from the book *Successful Negotiating: Letting the Other Person Have Your Way* by Ginny Pearson Barnes (National Press Publications, 1998).

Negotiation is the “art of reaching agreement through an effective exchange of information.” There are eight steps to successful negotiations.

1. Unravel the mystery of negotiations.
2. Understand what drives you and others.
3. Learn to celebrate differences.
4. Negotiate with honor, knowledge, and understanding.
5. Do your homework before negotiating.
6. Negotiate actively, honestly, and fairly.
7. Create a champion from a naysayer.
8. Create satisfaction with your outcome.



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SECTION 14 APPENDIX

1	NAHASDA
2	NAHASDA Regulation
3	Program Guidance 2020-01 <i>Fiscal Year 2020 Income Limits under the Native American Housing Assistance and Self-Determination Act of 1996</i>
4	Program Guidance 2013-05(R) <i>Calculating Annual Income for Purposes of Eligibility under NAHASDA</i>
5	PIH Notice 2014-02 <i>Providing Assistance to Non-Low-Income Families under the Native American Housing Assistance and Self-Determination Act of 1996</i>
6	Program Guidance 2010-03 <i>Affordable Housing Activities and Administrative Expenses</i>
7	Program Guidance 2014-03 <i>Insurance Requirements under the IHBG Program</i>
8	Program Guidance 2020-02 <i>Useful Life and Binding Commitments</i>
9	Program Guidance 2002-13 <i>Conflict of Interest in IHBG Housing Admissions</i>
10	Admissions and Occupancy Policy
11	Sample Lease Purchase Policy
12	Sample Job Descriptions
13	Sample General Application
14	Section 8 Annual Income Definition
15	Zero Income Verification
16	How to Calculate Income
17	Sample Verification Forms
18	Sample Down Payment Assistance Policy
19	Sample Rehab Policy
20	Sample Dwelling Lease
21	Sample Client Action Plan
22	Excerpt from <i>Pathways Home: A Native Guide to Homeownership</i>
23	Sample Corrective Action Letters
24	Sample Collections Policy
25	Alaska Landlord and Tenant Act

PROGRAM GUIDANCE

PROGRAM: Indian Housing Block Grant (IHBG)

FOR: All Tribal Government Leaders and Tribally Designated Housing Entities

R.J.B.

FROM: Rodger J. Boyd, Deputy Assistant Secretary for Native American Programs, PN

TOPIC: Calculating Annual Income for Purposes of Eligibility under NAHASDA

Purpose: This guidance provides instructions to IHBG recipients on how to calculate annual income under the IHBG program for the purpose of program eligibility. It covers the three definitions of annual income that recipients may adopt in their policies. It includes an updated list of Federally Mandated Exclusions from annual income, and provides guidance on how to treat certain payments received by individuals pursuant to the recent settlement in the case entitled *Elouise Cobell et al. v. Ken Salazar et al. (Cobell Settlement)*, and a number of other Tribal Trust settlements. This Program Guidance replaces Program Guidance 1999-02.

Background: Housing assistance under the IHBG program is generally limited to low-income Indian families. A low-income family is defined in the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA) as a family whose income does not exceed 80 percent of area median income or the national median income whichever is higher. In order to determine whether a family is eligible to receive assistance under the IHBG program, recipients must first determine a family's annual income.

Calculating Annual Income: To calculate a family's annual income for purposes of IHBG eligibility, a recipient should follow these steps:

Step 1: Adopt a Definition in Policies – A recipient must indicate in its written policies that govern the eligibility, admission, and occupancy of families for IHBG assistance, the definition(s) of annual income it will use. The IHBG regulations at 24 CFR §1000.10 provide recipients with the option to choose any one of the following three definitions of “annual income”:

1. Section 8 Limits. Annual Income as defined for HUD's Section 8 programs 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). **Attachment A** contains the Section 8 definition of annual income.
2. Census Definition. Annual income as reported under the U.S. Census long form for the most recent available decennial Census. This means the definition of income used by the Census, not the dollar amount reported. **Attachment B** contains the Census definition.
3. IRS Definition. Adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 series for individual Federal annual income tax purposes. Recipients should review the program participant's appropriate past IRS Form 1040s to obtain this information. On the 1040 Form (in 2012), this is line 37. On the 1040A Form, this is line 21. On the 1040EZ Form, this is line 4. Payments received under the *Cobell* Settlement are not included in that individual's adjusted gross income. **Attachment C** contains additional information on what is included and excluded in adjusted gross income on IRS Form 1040.

The recipient does not need to limit its definition to only one of the three outlined in this guidance. For example, the policy may state that the tribe or tribally designated housing entity (TDHE) will use the definition most advantageous to the family or to the housing entity.

Step 2: NAHASDA Exclusions – Section 4 (9) of NAHASDA defines the term “income” as income from all sources of each member of the household as determined in accordance with criteria prescribed by HUD, except that the following amounts may not be considered as income:

1. Any amounts not actually received by the family.
2. Any amounts that would be eligible for exclusion under Section 1613(a)(7) of the Social Security Act. This relates to certain amounts received from the United States that are attributable to underpayments of benefits due for one or more prior months under the Social Security Act.
3. Any amounts received by any member of the family as disability compensation under Chapter 11 of Title 38, United States Code, or dependency and indemnity compensation under chapter 13 of such title. This relates to amounts received from the Department of Veterans Affairs by a family for service-related disabilities of a member of the family, and survivor benefits. (See PIH Notice 2011-15).
4. Exclude any payments that are expressly excluded from annual income under these NAHASDA exclusions.

Step 3: Federally Mandated Exclusions – Federally mandated exclusions are amounts specifically excluded under other Federal statutes from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under NAHASDA. HUD periodically publishes a notice in the *Federal Register* identifying the benefits that qualify for this exclusion. The most recent notice was published on December 14, 2012, and can be found in the *Federal Register* at 77 FR 74495. The most common Federally Mandated Exclusions are also included in this Guidance in **Attachment D**.

Per Capita Payments and Recent Trust Case Settlements:

Generally, *per capita* payments that are not derived from interests held in trust or restricted lands are included in a family's annual income. For instance, if a tribal member receives the Form 1099-Misc, Miscellaneous Income, from a tribe for reporting Indian gaming profits, this payment must be included as annual income as defined by HUD's Section 8 Program, the Census, and the IRS Form 1040. However, certain *per capita* payments under several recent Tribal Trust settlements may be excluded from annual income under the IHBG program as explained below.

Cobell Settlement:

The Federally Mandated Exclusions include lump sum or periodic payments received by an individual Indian in the case entitled *Elouise Cobell et al. v. Ken Salazar et al.* These *Cobell* Settlement payments are statutorily excluded pursuant to the Claims Resolution Act of 2010 (Pub. L. 111–291). This exclusion will apply for a period of one year after receipt of payment. Once a payment is received, that payment is not counted as income or as a resource for a period of one year from the time of receipt of that payment. The exemption attaches to the payment and applies for a one year period from that payment. Payments may not be counted as a part of an individual's income for purposes of determining initial eligibility, ongoing eligibility, or level of IHBG assistance.

Other Tribal Trust Cases:

In addition to the *Cobell* Settlement, the United States recently entered into settlement agreements with a number of federally recognized Indian tribes, settling litigation in which the tribes alleged that the Department of the Interior and the Department of the Treasury mismanaged monetary assets and natural resources the United States holds in trust for the benefit of the tribes. In some circumstances, proceeds from these settlements have resulted, or will result in, *per capita* payments being provided to Indian families.

On January 14, 2013, the Internal Revenue Service issued IRS Notice 2013-1, which is available at: http://www.irs.gov/irb/2013-03_IRB/ar08.html, and is entitled "Per Capita Payments from Proceeds of Settlements of Indian Tribal Trust Cases." The Notice clarifies that, under 25 U.S.C. § 117b(a), *per capita* payments made from the proceeds of an agreement between the United States and an Indian tribe settling the tribe's claims that the United States mismanaged monetary assets and natural resources held in trust for the benefit of the tribe by the Secretary of the Interior are excluded from the gross income of the members of the tribe receiving the *per capita* payments. Therefore, IHBG recipients that adopt the IRS Form 1040 definition of annual income should exclude *per capita* payments from these settlements from a family's annual income. This IRS Notice provides some additional limitations. For instance, *per capita* payments that exceed

the amount of the Tribal Trust case settlement proceeds and that are made from an Indian tribe's private bank account in which the tribe has deposited the settlement proceeds, are included in the gross income of the members of the tribe receiving the *per capita* payments. This IRS Notice also provides guidance concerning the federal income tax treatment of per capita payments that members of Indian tribes receive from proceeds of certain settlements of tribal trust cases between the United States and those Indian tribes.

IHBG recipients that choose to adopt a definition of annual income other than the IRS Form 1040 definition should note that *per capita* payments received from these Tribal Trust settlements may also be excluded if they fall under an exclusion in either the Section 8 definition of annual income, or the Census definition. For example, nonrecurring *per capita* payments made to tribal members may in some instances qualify as "temporary, nonrecurring or sporadic income" that is excluded under the Section 8 definition of annual income. A payment may also be excluded as one time lump-sum payment under the Census definition.

Step 4: Income Verification: The IHBG regulations at 24 CFR § 1000.128 require the recipient to verify that a family is income eligible based on anticipated annual income. The family's annual income may not exceed the applicable income limit. The family is required to provide income documentation to verify this determination. The recipient must have income verification policies in place and is required to maintain the documentation on which the determination of eligibility is based. The recipient may also require a family to periodically verify its income in order to determine housing payments or continued occupancy consistent with locally adopted policies. The recipient may choose to use third party income verification methods or request documentation such as income tax returns, W-2s, pay stubs, and other appropriate information as stipulated by their policies to adequately estimate annual income.

Questions: If you have any questions regarding the calculation of annual income for applicants and participants, please contact your local Area Office of Native American Programs.

Attachments

24 CFR § 5.609 - Annual income.

- [CFR](#)
- [Table of Popular Names](#)
- [State Regulations](#)

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§ 5.609 [Annual income](#).

(a) *Annual income* means all amounts, monetary or not, which:

(1) Go to, or on behalf of, the [family](#) head or spouse (even if temporarily absent) or to any other [family](#) member; or

(2) Are anticipated to be received from a source outside the [family](#) during the 12-month period following admission or annual reexamination effective date; and

(3) Which are not specifically excluded in [paragraph \(c\)](#) of this section.

(4) [Annual income](#) also means amounts derived (during the 12-month period) from assets to which any member of the [family](#) has access.

(b) [Annual income](#) includes, but is not limited to:

(1) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;

(2) The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the [family](#);

(3) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in [paragraph \(b\)\(2\)](#) of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the [family](#). Where the [family](#) has [net family assets](#) in excess of \$5,000, [annual income](#) shall include the greater of the actual income derived from all [net family assets](#) or a percentage of the value of such assets based on the current passbook savings rate, as determined by [HUD](#);

(4) The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, [disability](#) or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in [paragraph \(c\)\(14\)](#) of this section);

(5) Payments in lieu of earnings, such as unemployment and [disability](#) compensation, worker's compensation and severance pay (except as provided in [paragraph \(c\)\(3\)](#) of this section);

(6) *Welfare assistance payments.*

(i) [Welfare assistance](#) payments made under the Temporary Assistance for Needy Families (TANF) program are included in [annual income](#) only to the extent such payments:

(A) Qualify as assistance under the TANF program definition at [45 CFR 260.31](#); and

(B) Are not otherwise excluded under [paragraph \(c\)](#) of this section.

(ii) If the [welfare assistance](#) payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the [welfare assistance](#) agency in accordance with the actual cost of shelter and utilities, the amount of [welfare assistance](#) income to be included as income shall consist of:

(A) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus

(B) The maximum amount that the [welfare assistance](#) agency could in fact allow the [family](#) for shelter and utilities. If the [family's](#) [welfare assistance](#) is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.

(7) Periodic and determinable allowances, such as alimony and [child](#) support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling;

(8) All regular pay, special pay and allowances of a member of the Armed Forces (except as provided in [paragraph \(c\)\(7\)](#) of this section).

(9) For section 8 programs only and as provided in [24 CFR 5.612](#), any financial assistance, in excess of amounts received for tuition and any other required fees and charges, that an individual receives under the [Higher Education Act of 1965 \(20 U.S.C. 1001 et seq.\)](#), from private sources, or from an institution of higher education (as defined under the [Higher Education Act of 1965 \(20 U.S.C. 1002\)](#)), shall be considered income to that individual, except that financial assistance described in this paragraph is not considered [annual income](#) for persons over the age of 23 with [dependent](#) children. For purposes of this paragraph, "financial assistance" does not include loan proceeds for the purpose of determining income.

(c) [Annual income](#) does not include the following:

(1) Income from employment of [children](#) (including foster [children](#)) under the age of 18 years;

(2) Payments received for the care of foster [children](#) or foster [adults](#) (usually persons with disabilities, unrelated to the [tenant family](#), who are unable to live alone);

(3) Lump-sum additions to [family](#) assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in [paragraph \(b\)\(5\)](#) of this section);

(4) Amounts received by the [family](#) that are specifically for, or in reimbursement of, the cost of [medical expenses](#) for any [family](#) member;

- (5) Income of a [live-in aide](#), as defined in [§ 5.403](#);
- (6) Subject to [paragraph \(b\)\(9\)](#) of this section, the full amount of student financial assistance paid directly to the student or to the educational institution;
- (7) The special pay to a [family](#) member serving in the Armed Forces who is exposed to hostile fire;
- (8)
- (i) Amounts received under training programs funded by [HUD](#);
- (ii) Amounts received by a person with a [disability](#) that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
- (iii) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, [child](#) care, etc.) and which are made solely to allow participation in a specific program;
- (iv) Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the [PHA](#) or [owner](#), on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the [PHA](#)'s governing board. No resident may receive more than one such stipend during the same period of time;
- (v) Incremental earnings and benefits resulting to any [family](#) member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a [family](#) member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the [family](#) member participates in the employment training program;
- (9) Temporary, nonrecurring or sporadic income (including gifts);
- (10) Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
- (11) Earnings in excess of \$480 for each [full-time student](#) 18 years old or older (excluding the [head of household](#) and spouse);
- (12) Adoption assistance payments in excess of \$480 per adopted [child](#);
- (13) [Reserved]
- (14) Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs [disability](#) benefits that are received in a lump sum amount or in prospective monthly amounts.

(15) Amounts received by the [family](#) in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;

(16) Amounts paid by a State agency to a [family](#) with a member who has a developmental [disability](#) and is living at home to offset the cost of services and equipment needed to keep the developmentally [disabled family](#) member at home; or

(17) Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in [24 CFR 5.609\(c\)](#) apply. A notice will be published in the Federal Register and distributed to [PHAs](#) and housing [owners](#) identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.

(d) *Annualization of income.* If it is not feasible to anticipate a level of income over a 12-month period (*e.g.*, seasonal or cyclic income), or the [PHA](#) believes that past income is the best available indicator of expected future income, the [PHA](#) may annualize the income anticipated for a shorter period, subject to a redetermination at the end of the shorter period.

[[61 FR 54498](#), Oct. 18, 1996, as amended at [65 FR 16716](#), Mar. 29, 2000; [67 FR 47432](#), July 18, 2002; [70 FR 77743](#), Dec. 30, 2005; [79 FR 36164](#), June 25, 2014; [81 FR 12370](#), Mar. 8, 2016]

Attachment B

U.S. Census Definition of Income

For each person 15 years old and over, the Census counted income from the following sources:

1. Earnings. The Census Bureau classifies earnings from longest job (or self-employment) and other employment earnings into three types:
 - a. Money wage or salary income is the total income people receive for work performed as an employee during the income year. This category includes wages, salary, armed forces pay, commissions, tips, piece-rate payments, and cash bonuses earned, before deductions are made for items such as taxes, bonds, pensions, and union dues.
 - b. Net income from nonfarm self-employment is the net money income (gross receipts minus expenses) from one's own business, professional enterprise, or partnership.
 - c. Net income from farm self-employment is the net money income (gross receipts minus operating expenses) from the operation of a farm by a person on their own account, as an owner, renter, or sharecropper.
2. Unemployment compensation includes payments the respondent received from government unemployment agencies or private companies during periods of unemployment and any strike benefits the respondent received from union funds.
3. Workers' compensation includes payments people receive periodically from public or private insurance companies for injuries received at work.
4. Social security includes social security pensions and survivors' benefits and permanent disability insurance payments made by the Social Security Administration prior to deductions for medical insurance.
5. Supplemental security income includes federal, state, and local welfare agency payments to low-income people who are 65 years old and over or people of any age who are blind or disabled.
6. Public assistance or welfare payments include cash public assistance payments low-income people receive, such as temporary assistance to needy families (TANF), general assistance, and emergency assistance.
7. Veterans' payments include payments disabled members of the armed forces or survivors of deceased veterans receive periodically from the Department of Veterans Affairs for education and on-the-job training, and means-tested assistance to veterans.
8. Survivor benefits include payments people receive from survivors' or widows' pensions, estates, trusts, annuities, or any other types of survivor benefits.
9. Disability benefits include payments people receive as a result of a health problem or disability (other than those from social security).

10. Pension or retirement income includes payments from the following sources: companies or unions; federal government (Civil Service); military; state or local governments; railroad retirement; annuities or paid-up insurance policies; individual retirement accounts (IRAs), Keogh, or 401(k) payments; or other retirement income.

11. Interest income includes payments people receive (or have credited to accounts) from bonds, treasury notes, IRAs, certificates of deposit, interest-bearing savings and checking accounts, and all other investments that pay interest.

12. Dividends include income people receive from stock holdings and mutual fund shares.

13. Rents, royalties, and estates and trusts includes net income people receive from the rental of a house, store, or other property, receipts from boarders or lodgers, net royalty income, and periodic payments from estate or trust funds.

14. Educational assistance includes Pell Grants; other government educational assistance; any scholarships or grants; or financial assistance students receive from employers, friends, or relatives not residing in the student's household.

15. Child support includes all periodic payments a parent receives from an absent parent for the support of children, even if these payments are made through a state or local government office.

16. Alimony includes all periodic payments people receive from ex-spouses. Alimony excludes one-time property settlements.

17. Financial assistance from outside of the household includes periodic payments people receive from non-household members. This type of assistance excludes gifts or sporadic assistance.

18. Other income includes all other payments people receive regularly such: state programs such as foster child payments, military family allotments, and income received from foreign government pensions.

The Census Bureau does not count the following receipts as income: (1) capital gains people received (or losses they incur) from the sale of property, including stocks, bonds, a house, or a car (unless the person was engaged in the business of selling such property, in which case the CPS counts the net proceeds as income from self-employment); (2) withdrawals of bank deposits; (3) money borrowed; (4) tax refunds; (5) gifts; and (6) lump-sum payments such as inheritances or insurance payments.

For the prevailing information on the Bureau of the Census, U.S. Department of Commerce, visit their website <http://www.census.gov>.

Attachment C

IRS Form 1040 Adjusted Gross Income

This lists the inclusions and exclusions as they appear on the 2012 IRS Form 1040.

Inclusions

1. Wages, salaries, tips, etc.
2. Taxable interest.
3. Dividends.
4. Taxable refunds, credits or offsets of State and local income taxes. There are some exceptions - refer to Form 1040 instructions.
5. Alimony (or separate maintenance payments) received.
6. Business income (or loss).
7. Capital gain (or loss).
8. Other gains (or losses) (i.e., assets used in a trade or business that were exchanged or sold).
9. Taxable amount of individual retirement account (IRA) distributions. (Includes simplified employee pension [SEP] and savings incentive match plan for employees [SIMPLE] IRA.)
10. Taxable amount of pension and annuity payments.
11. Rental real estate, royalties, partnerships, S corporations, trusts, etc.
12. Farm income (or loss).
13. Unemployment compensation payments.
14. Taxable amount of Social Security benefits.
15. Other income. (Includes: prizes and awards; gambling, lottery or raffle winnings; jury duty fees; Alaska Permanent fund dividends; reimbursements for amounts deducted in previous years; income from the rental of property if not in the business of renting such property; and income from an activity not engaged in for profit).

Exclusions

1. Educator expenses
2. Certain business expenses of reservists, performing artists, and fee-basis government officials.
3. Health savings account deduction.
4. Moving expenses.
5. Deductible part of self-employment tax.
6. Self-employed SEP, SIMPLE, and qualified plans
7. Self-employed health insurance deduction
8. Penalty on early withdrawal of savings
9. Alimony paid
10. IRA deduction
11. Student loan interest deduction
12. Tuition and fees.
13. Domestic production activities deduction.

Attachment D

Federally Mandated Exclusions from Annual Income

Following is the list of benefits that currently qualify for this income exclusion. The list includes those relevant exclusions that may be applicable to the IHBG program.

1. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017(b))
2. Payments to Volunteers under the Domestic Volunteer Service Act of 1973 (42 U.S.C. 5044(f)(1), 5058)
3. Certain payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c))
4. Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e)
5. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f))
6. Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, section 6)
7. The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first \$2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407)

Please note the recipient may need to examine certain per capita shares to determine whether the proceeds are covered by this provision, such as bingo and gambling proceeds. Although some gaming funds are called "per capita payments", the National Indian Gaming Commission's General Counsel and the Solicitor's office of the Department of the Interior confirmed that the proceeds of gaming operations regulated by the Commission are not funds that are held in trust by the Secretary for the benefit of an Indian tribe, therefore, they do not qualify as per capita payments within the meaning of the Per Capita Distribution Act.

Also, if a tribal member receives the Form 1099-Misc, Miscellaneous Income, from the tribe for reporting Indian gaming profits, this payment does not qualify for this provision. These gaming profits are income that must be included as annual income as defined by HUD's Section 8 Program, the Census, and the IRS. Further, the tribal member must report this miscellaneous income on the "other income" line of the Federal Income tax 1040 Form;

8. Amounts of scholarships funded under title IV of the Higher Education Act of 1965 (20 U.S.C. 1070), including awards under federal work-study programs or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu).
9. Payments received from programs funded under title V of the Older Americans Act of 1965 (42 U.S.C. 3056g)
10. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund (Pub. L. 101–201) or any other fund established pursuant to the settlement in In Re Agent Orange Liability Litigation, M.D.L. No. 381 (E.D.N.Y.)
11. Payments received under the Maine Indian Claims Settlement Act of 1980 (Pub. L. 96–420, 25 U.S.C. 1721)
12. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q)
13. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95–433)
14. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d))
15. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602(c))
16. Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931(a)(2))
17. Any amount received under the Richard B. Russell School Lunch Act (42 U.S.C. 1760(e)) and the Child Nutrition Act of 1966 (42 U.S.C. 1780(b)), including reduced-price lunches and food under the Special Supplemental Food Program for Women, Infants, and Children (WIC)
18. Payments, funds, or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990 (25 U.S.C. 1774f(b))
19. Payments from any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts as provided by an amendment to the definition of annual income in the U.S. Housing Act of 1937 (42 U.S.C. 1437A) by section 2608 of the Housing and Economic Recovery Act of 2008 (Pub. L. 110–289). This exclusion will apply when an IHBG recipient adopts the Section 8 definition of annual income

20. A lump sum or a periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the case entitled *Elouise Cobell et al. v. Ken Salazar et al.*, 816 F. Supp. 2d 10 (Oct. 5, 2011 D.D.C.), as provided in the Claims Resolution Act of 2010 (Pub. L. 111–291). This exclusion will apply for one year from the time that payment is received.

21. Major disaster and emergency assistance received by individuals and families under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Pub. L. 93–288, as amended) comparable disaster assistance provided by States, local governments, and disaster assistance organizations shall not be considered as income or a resource when determining eligibility for or benefit levels under federally funded income assistance or resource-tested benefit programs (42 U.S.C. 5155(d)).

**DEPARTMENT OF HOUSING AND
URBAN DEVELOPMENT**

[Docket No. FR-5741-N-01]

**Federally Mandated Exclusions From
Income—Updated Listing**

AGENCY: Office of the Assistant Secretary for Public and Indian Housing, and Office of the Assistant Secretary for Housing—Federal Housing Commissioner, HUD.

ACTION: Notice.

SUMMARY: HUD's regulations provide for HUD to periodically publish in the Federal Register a notice that lists amounts specifically excluded by any Federal statute from consideration as income for purposes of determining eligibility or benefits in a HUD program. HUD last published a notice that listed Federally mandated exclusions from consideration of income on December 14, 2012. This notice replaces the previously published version adds a new exclusion, includes an inadvertent omission, and corrects two previously listed exclusions.

FOR FURTHER INFORMATION CONTACT: For the Rent Supplement, section 236, and Project-based section 8 programs administered under 24 CFR parts 880, 881, and 883 through 886: Yvette Viviani, Director, Housing Assistance Policy Division, Office of Housing Assistance and Grant Administration, Department of Housing and Urban Development, 451 7th Street SW., Room 6138, Washington, DC 20410, telephone number 202-708-3000. For other section 8 programs administered under 24 CFR part 882 (Moderate Rehabilitation) and under part 982 (Housing Choice Voucher), and the Public Housing Programs: Shauna Sorrells, Director, Office of Public Housing Programs, Office of Public and Indian Housing, Department of Housing and Urban Development, 451 7th Street SW., Room 4206, Washington, DC 20410, telephone number 202-402-2769, or the Public and Indian Housing

Information Resource Center at 1-800-955-2232. For Indian Housing Programs: Rodger Boyd, Deputy Assistant Secretary, Office of Native American Programs, Office of Public and Indian Housing, Department of Housing and Urban Development, 451 7th Street SW., Room 4126, Washington, DC 20410, telephone number 202-401-7914. With the exception of the telephone number for the PIH Information Resource Center, these are not toll-free numbers. Persons with hearing or speech impairments may access these numbers via TTY by calling the Federal Relay Service at 1-800-877-8339 or by visiting <http://federalrelay.us/> or <http://www.federalip.us/>.

Please note: Members of the public who are aware of other federal statutes that require any benefit not listed in this notice to be excluded from consideration as income in these programs should submit information about the statute and the benefit program to one of the persons listed in the **“FOR FURTHER INFORMATION CONTACT”** section above. Members of the public may also submit this information to the Regulations Division, Office of General Counsel, Department of Housing and Urban Development, 451 7th Street SW., Room 10276, Washington, DC 20410-0500.

SUPPLEMENTARY INFORMATION: Under several HUD programs (Rent Supplement under 24 CFR 200.1303 (although loans in existence immediately before May 1, 1996, continue to be governed by 24 CFR part 215 (1995 ed.)); Mortgage Insurance and Interest Reduction Payment for Rental Projects under 24 CFR part 236; section 8 Housing Assistance programs; Public Housing programs), the definition of income excludes amounts of other benefits specifically excluded by federal law.

Background

In certain HUD-subsidized housing programs, annual income is a factor in determining eligibility and the level of benefits. Annual income is broadly defined as the anticipated total income from all sources received by every family member. Federal statutes that require certain income sources be disregarded as income are universally applicable to all HUD programs where income is a factor in determining eligibility and benefits. Other Federal statutes specify that income exclusions are specific to certain HUD programs. As directed by various statutes, HUD excludes from consideration of income certain types of benefits from

applicants' and participants' annual income, as listed in 24 CFR 5.609, this notice, or otherwise specified by statute.

Changes to the Previously Published List

HUD last published in the **Federal Register** a notice of Federally mandated exclusions from income on December 14, 2012, at 77 FR 74496. Today's notice replaces the previously published version by adding a new exclusion, including an inadvertent omission, and correcting two previously listed exclusions:

(1) Adds exclusion of any amounts in an "individual development account" as provided by the Assets for Independence Act, as amended in 2002 (Pub. L. 107-110, 42 U.S.C. 604(h)(4)), listed as exclusion (xxiv);

(2) Includes previously omitted exclusion of any allowance paid under the provisions of 38 U.S.C. 1833(c) to children of Vietnam veterans born with spina bifida (38 U.S.C. 1802-05), children of women Vietnam veterans born with certain birth defects (38 U.S.C. 1811-16), and children of certain Korean service veterans born with spina bifida (38 U.S.C. 1821)), listed as exclusion (xvi);

(3) Clarifies the criteria for Section 8 participants for exclusion (viii); and

(4) Corrects the timeline of exclusion (xxiii) for settlements payments pursuant to the case entitled *Elouise Cobell et al. v. Ken Salazar et al.*

Updated List of Federally Mandated Exclusions From Income

The following updated list of federally mandated exclusions supersedes the notice published in the **Federal Register** on December 14, 2012. The following list of program benefits is the comprehensive list of benefits that currently qualify for the income exclusion in either any Federal program or in specific Federal programs (exclusions (viii), (xiii), (xxi), and (xxii) have provisions that apply only to specific HUD programs):

(i) The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017(b));

(ii) Payments to volunteers under the Domestic Volunteer Service Act of 1973 (42 U.S.C. 5044(f)(1), 5058);

(iii) Certain payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c));

(iv) Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);

(v) Payments or allowances made under the Department of Health and

Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));

(vi) Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, section 6);

(vii) The first \$2000 of per capita shares received from judgment funds awarded by the National Indian Gaming Commission or the U.S. Claims Court, the interests of individual Indians in trust or restricted lands, and the first \$2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408). This exclusion does not include proceeds of gaming operations regulated by the Commission;

(viii) Amounts of scholarships funded under title IV of the Higher Education Act of 1965 (20 U.S.C. 1070), including awards under federal work-study programs or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu). For section 8 programs only (42 U.S.C. 1437f), any financial assistance in excess of amounts received by an individual for tuition and any other required fees and charges under the Higher Education Act of 1965 (20 U.S.C. 1001 *et seq.*), from private sources, or an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall not be considered income to that individual if the individual is over the age of 23 with dependent children (Pub. L. 109-115, section 327) (as amended);

(ix) Payments received from programs funded under title V of the Older Americans Act of 1965 (42 U.S.C. 3056g);

(x) Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund (Pub. L. 101-201) or any other fund established pursuant to the settlement in *In Re Agent Orange Liability Litigation*, M.D.L. No. 381 (E.D.N.Y.);

(xi) Payments received under the Maine Indian Claims Settlement Act of 1980 (Pub. L. 96-420, 25 U.S.C. 1728);

(xii) The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858g);

(xiii) Earned income tax credit (EITC) refund payments received on or after January 1, 1991, for programs administered under the United States Housing Act of 1937, title V of the Housing Act of 1949, section 101 of the Housing and Urban Development Act of 1965, and sections 221(d)(3), 235, and

236 of the National Housing Act (26 U.S.C. 32(l));

(xiv) Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433);

(xv) Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));

(xvi) Any allowance paid under the provisions of 38 U.S.C. 1833(c) to children of Vietnam veterans born with spina bifida (38 U.S.C. 1802-05), children of women Vietnam veterans born with certain birth defects (38 U.S.C. 1811-16), and children of certain Korean service veterans born with spina bifida (38 U.S.C. 1821).

(xvii) Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602(c));

(xviii) Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931(a)(2));

(xix) Any amount received under the Richard B. Russell School Lunch Act (42 U.S.C. 1760(e)) and the Child Nutrition Act of 1966 (42 U.S.C. 1780(b)), including reduced-price lunches and food under the Special Supplemental Food Program for Women, Infants, and Children (WIC);

(xx) Payments, funds, or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990 (25 U.S.C. 1774f(b));

(xxi) Payments from any deferred U.S. Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts (42 U.S.C. § 1437a(b)(4));

(xxii) Compensation received by or on behalf of a veteran for service-connected disability, death, dependency, or indemnity compensation as provided by an amendment by the Indian Veterans Housing Opportunity Act of 2010 (Pub. L. 111-269; 25 U.S.C. 4103(9)) to the definition of income applicable to programs authorized under the Native American Housing Assistance and Self-Determination Act (NAHASDA) (25 U.S.C. 4101 *et seq.*) and administered by the Office of Native American Programs;

(xxiii) A lump sum or a periodic payment received by an individual

Indian pursuant to the Class Action Settlement Agreement in the case entitled *Elouise Cobell et al. v. Ken Salazar et al.*, 816 F.Supp.2d 10 (Oct. 5, 2011 D.D.C.), for a period of one year from the time of receipt of that payment as provided in the Claims Resolution Act of 2010 (Pub. L. 111–291);

(xxiv) Any amounts in an “individual development account” as provided by the Assets for Independence Act, as amended in 2002 (Pub. L. 107–110, 42 U.S.C. 604(h)(4));

(xxv) Per capita payments made from the proceeds of Indian Tribal Trust Cases as described in PIH Notice 2013– 30 “Exclusion from Income of Payments under Recent Tribal Trust Settlements” (25 U.S.C. 117b(a)); and

(xxvi) Major disaster and emergency assistance received by individuals and families under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Pub. L. 93–288, as amended) and comparable disaster assistance provided by States, local governments, and disaster assistance organizations (42 U.S.C. 5155(d)).

Dated: May 12, 2014.

Deborah A. Hernandez,

General Deputy Assistant Secretary for Public and Indian Housing.

Laura M. Marin,

Associate General Deputy Assistant Secretary for Housing—Associate Deputy Federal Housing Commissioner.

[FR Doc. 2014–11688 Filed 5–19–14; 8:45 am]

DEPARTMENT OF THE INTERIOR

Please provide a copy of your comments to the Service Information Collection



**U. S. Department of Housing and Urban Development
Public and Indian Housing**

Special Attention of:
All HUD Recipients

Notice PIH 2013-30

Issued: December 17, 2013

Expires: Effective until Amended,
Superseded, or Rescinded

Cross Reference(s): 24 CFR 5.609;
Office of Native Americans (ONAP),
Program Guidance 2013-05(R)

1. Subject: Exclusion from Income of Payments under Recent Tribal Trust Settlements

2. Purpose: The purpose of this notice is to provide guidance to PHAs, Indian tribes, tribally designated housing entities (TDHE), and other recipients of HUD programs on the treatment of certain trust settlement payments recently received by members of Indian tribes. This Notice covers how PHAs, Indian tribes, TDHEs, and other recipients of HUD programs should treat settlement payments received pursuant to the settlement in the case entitled *Elouise Cobell et al. v. Ken Salazar et al.* (Cobell Settlement). This Notice also provides guidance on the exclusion of payments received pursuant to a number of other recent Tribal Trust Settlements with Indian tribes.

3. Background: Recently, the United States settled a number of lawsuits filed by individual tribal members and Indian tribes. These settlements have resulted in some Indian families receiving monetary payments. On May 6, 2013, the Office of Native American Programs issued Program Guidance (Recipient) 2013-05, which explained how to calculate annual income and determine program eligibility under the Indian Housing Block Grant (IHBG) program. Since that time, recipients of other HUD programs have questioned how these payments should be counted for purposes of calculating a family's annual income under other HUD programs that, similar to the IHBG program, adopt the definitions of annual income found in 24 CFR § 5.609, the Census Long Form, or the IRS Form 1040.

Generally, *per capita* payments received by tribal members in excess of the first \$2,000 of per capita shares are included in a family's annual income for purposes of determining eligibility. However, as explained below, payments under the *Cobell* Settlement, and certain *per capita* payments under the recent Tribal Trust Settlements, must be excluded from annual income in HUD programs that adopt the definitions of annual income in 24 CFR § 5.609, the Census Long Form, and the IRS Form 1040.

Note: A payment received by a tribal member from the tribe for distribution of Indian gaming profits is not a per capita payment within the meaning of the Per Capita Distribution Act and does not qualify for income exclusion. If a tribal member receives the Internal Revenue Service (IRS) Form 1099-Misc, Miscellaneous Income, from the tribe for reporting Indian gaming profits, this payment must be counted towards a family's annual income.

4. Per Capita Payments and Recent Trust Case Settlements:

Cobell Settlement: In *Elouise Cobell et al. v. Ken Salazar et al.*, a class of individual members of Indian tribes filed suit against the United States for its failure to adequately manage certain trust assets. The settlement was authorized pursuant to the Claims Resolution Act of 2010 (Pub. L. 111–291). In accordance with the Act, lump sum or periodic payments received by an individual Indian under the *Cobell* Settlement are statutorily excluded from counting towards a family's annual income, or as a resource, for purposes of determining initial eligibility or level of HUD assistance, for a period of one year from the time of receipt of that payment. This exclusion from income applies to all HUD programs. This exclusion is also included in the attached list of Federally Mandated Exclusions from Annual Income that HUD periodically publishes in the Federal Register. The exclusions are listed in the **Attachment** to this Notice and are also available at: <http://www.gpo.gov/fdsys/pkg/FR-2012-12-14/pdf/2012-30210.pdf>

Note: For a more extensive list of federally mandated exclusions specific to Indian families, please refer to the following comprehensive list compiled in 2011 by the United States Department of Agriculture:
http://www.fns.usda.gov/fdd/programs/fdpi/Excluded_Native_American_Funds_2011.pdf

Tribal Trust Settlements: In addition to the *Cobell* Settlement, the United States recently entered into settlements with a number of federally recognized Indian tribes, settling litigation in which the tribes alleged that the Department of the Interior and the Department of the Treasury mismanaged monetary assets and natural resources the United States holds in trust for the benefit of the tribes. In some circumstances, proceeds from these settlements have resulted, or will result in, *per capita* payments being provided to Indian families by Indian tribes.

Unlike payments under the *Cobell Settlement*, Congress did not enact a law that provided for a separate statutory exclusion for these payments. However, PHAs, Indian tribes, TDHEs, and other HUD recipients that apply the definitions of annual income in 24 CFR § 5.609, the Census Long Form, or the IRS Form 1040, should note that *per capita* payments received from these Tribal Trust Settlements may also be excluded from a family's annual income if they fall under one of the exclusions from annual income found in these definitions. For example, under 24 CFR § 5.609(c), nonrecurring or lump sum *per capita* payments made to tribal members may be excluded as "lump sum additions" to a family's assets, or as excluded "temporary, nonrecurring or sporadic income."

On January 14, 2013, the IRS issued IRS Notice 2013-1, which is available at: http://www.irs.gov/irb/2013-03_IRB/ar08.html, and is entitled "Per Capita Payments from Proceeds of Settlements of Indian Tribal Trust Cases." The Notice clarifies that, under 25 U.S.C. § 117b(a), *per capita* payments made from the proceeds of these Tribal Trust Settlements are

excluded from the gross income of the members of the tribe receiving the *per capita* payments. Therefore, all recipients that adopt the IRS Form 1040 definition of annual income should exclude payments from these Tribal Trust Settlements from a family's annual income.

This IRS Notice provides some additional limitations. For instance, *per capita* payments that exceed the amount of the Tribal Trust Settlement proceeds and that are made from an Indian tribe's private bank account in which the tribe has deposited the settlement proceeds are included in the gross income of the members of the tribe receiving the *per capita* payments. The IRS periodically publishes an updated list of Indian tribes that have entered into these Tribal Trust Settlements with the United States. See IRS Notice 2013-55, available at:

<http://www.irs.gov/pub/irs-drop/n-13-55.pdf>. PHAs, Indian tribes and TDHEs, and other HUD recipients should note that to date, at least 70 Indian tribes have settled Tribal Trust cases.

For questions on how to calculate these payments under HUD programs, please contact your local HUD field office. Persons with hearing or speech impairments may access their field office via TTY by calling the Federal Information Relay Service at (800) 877-8339.

/s/

Sandra B. Henriquez, Assistant Secretary
for Public and Indian Housing

Attachment

Attachment

Federally Mandated Exclusions from Annual Income

The following is a list of benefits that currently qualify for income exclusion:

1. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017(b))
2. Payments to Volunteers under the Domestic Volunteer Service Act of 1973 (42 U.S.C. 5044(f)(1), 5058)
3. Certain payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c))
4. Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e)
5. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f))
6. Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, section 6)
7. The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court, and the interests of individual Indians in trust or restricted lands, and the first \$2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408)

Please note the recipient may need to examine certain per capita shares to determine whether the proceeds are covered by this provision, such as bingo and gambling proceeds. Although some gaming funds are called "per capita payments", the National Indian Gaming Commission's General Counsel and the Solicitor's office of the Department of the Interior confirmed that the proceeds of gaming operations regulated by the Commission are not funds that are held in trust by the Secretary for the benefit of an Indian tribe, therefore, they do not qualify as per capita payments within the meaning of the Per Capita Distribution Act.

Also, if a tribal member receives the Form 1099-Misc, Miscellaneous Income, from the tribe for reporting Indian gaming profits, this payment does not qualify for this provision. These gaming profits are income that must be included as annual income as defined by HUD's Section 8 Program, the Census, and the IRS. Further, the tribal member must report this miscellaneous income on the "other income" line of the Federal Income tax 1040 Form;

8. Amounts of scholarships funded under title IV of the Higher Education Act of 1965 (20 U.S.C. 1070), including awards under federal work-study programs or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu).
9. Payments received from programs funded under title V of the Older Americans Act of 1965 (42 U.S.C. 3056g).
10. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund (Pub. L. 101–201) or any other fund established pursuant to the settlement in *In Re Agent Orange Liability Litigation*, M.D.L. No. 381 (E.D.N.Y.).
11. Payments received under the Maine Indian Claims Settlement Act of 1980 (Pub. L. 96–420, 25 U.S.C. 1721).
12. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q).
13. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95–433).
14. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d)).
15. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602(c)).
16. Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931(a)(2)).
17. Any amount received under the Richard B. Russell School Lunch Act (42 U.S.C. 1760(e)) and the Child Nutrition Act of 1966 (42 U.S.C. 1780(b)), including reduced-price lunches and food under the Special Supplemental Food Program for Women, Infants, and Children (WIC).
18. Payments, funds, or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990 (25 U.S.C. 1774f(b)).
19. Payments from any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts as provided by an amendment to the definition of annual income in the U.S. Housing Act of 1937 (42 U.S.C. 1437A) by section 2608 of the Housing and Economic Recovery Act of 2008 (Pub. L. 110–289). This exclusion will apply when an HUD recipient adopts the Section 8 definition of annual income.

20. A lump sum or a periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the case entitled *Elouise Cobell et al. v. Ken Salazar et al.*, 816 F. Supp. 2d 10 (Oct. 5, 2011 D.D.C.), as provided in the Claims Resolution Act of 2010 (Pub. L. 111–291). This exclusion will apply for one year from the time that payment is received.

21. Major disaster and emergency assistance received by individuals and families under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Pub. L. 93–288, as amended) comparable disaster assistance provided by States, local governments, and disaster assistance organizations shall not be considered as income or a resource when determining eligibility for or benefit levels under federally funded income assistance or resource-tested benefit programs (42 U.S.C. 5155(d)).

TEMPLATE FOR CALCULATING TOTAL HOUSEHOLD INCOME AND ADJUSTED GROSS INCOME

Asset Income

1a. Family Member Name	FM #	1b. Asset Type	1c. C/I	Calculation for Asset Cash Value (mv - expenses)	1d. Cash Value of Asset	Calculation for Asset Income (mv x int/div)	1e. Actual Annual Asset Income
TOTAL					\$		\$
If 1d. Total is <i>greater than \$5,000</i> , complete Line 2. and Line 3.							
If 1d. Total is <i>less than or equal to \$5,000</i> , enter \$0 in Line 2. ; complete Line 3.							
2. Imputed income from assets				HUD approved passbook rate (.02) x 1d.Total			\$
3. Total Asset Income				Greater of Line 2. or 1e. Total			\$

Annual Income

4a. Family Member Name	4b. FM #	Calculation	4c. Employment or Business	4d. Social Security, Pensions, etc.	4e. Public Assistance	4f. Other Income
4g. Total Income from each source			\$	\$	\$	\$
5. Total Income All Sources			Add all amounts on Line 4g. above:			\$
6. Total Annual Income			Add Line 5. + Total Asset Income:			\$

Adjusted Income

6. Total Annual Income: Carryover from Line 6. on Annual Income table		\$
7. Enter 3% of Total Annual Income (Line 6. x .03)		
Dependent Allowance		
8. Allowance for Dependents (# of dependents _____ x \$480)		\$
Child Care Allowance		
9. Child Care Allowance (Line 9a. plus Line 9b.)		\$
9a. Expense enabling family member to work (may not exceed \$ earned by family member enabled to work)	\$	
9b. Expense enabling family member to attend school and/or look for work	\$	
Elderly/Disabled Household Allowance		
10. Elderly/Disabled Household Allowance (\$400 or \$0)		\$
Disability Assistance Expenses		
11. Enter total unreimbursed disability assistance expenses:	\$	
12. Maximum allowable disability assistance expense (Line 11. minus Line 7.)		
• If positive or zero, enter in Box 12a.	12a. \$	
• If negative, enter as positive number in Box 12b.	12b. \$	
13. Enter \$ earned by family member enabled to work as a result of disability expenses	\$	
14. Enter lower of Line 12a. or Line 13. If Line 12a. is blank or zero, enter zero	\$	
Medical Expenses		
15. Enter the total annual unreimbursed medical expenses for all family members of a disabled or elderly family	\$	
Medical/Disability Assistance Expenses Allowance		
16. Enter the total of Line 14. and Line 15.	\$	
17. Enter Line 12b. If Line 12b. is blank or zero, enter zero.	\$	
18. Medical/Disability Assistance Expense: Line 16. minus Line 17. (but not less than zero)		
Travel Expense		
19. Travel Expense (Line 19a. plus Line 19b.)		\$
19a. Expense enabling family member to work or to attend school and/or look for work	\$	
20. Total Allowances: Total of Lines 8., 9., 10. 18, and 19.		
Total Adjusted Income		
21. Adjusted Annual Income: Line 6. minus Line 20		



**ANNUAL INCOME CERTIFICATION/RECERTIFICATION
(TO BE COMPLETED BY OWNER/MANAGEMENT)**

TENANT INCOME CERTIFICATION

Effective Date: 05/01/2020

Initial Certification Recertification Other INTERIM

Move-in Date: 03/20/2014
(MM/DD/YYYY)

PART I. DEVELOPMENT DATA

Property Name: NPHA - Limited Partnership I Address: Nez Perce Drive #19
LAPWAI, ID 83540

BIN #: ID-01-00043 County: Nez Perce Unit Number: 0119 # Bedrooms: 3

Vacant Unit

PART II. HOUSEHOLD COMPOSITION

HH Mbr #	Last Name	First Name & Middle Initial	Relationship to Head of Household	Date of Birth (MM/DD/YYYY)	F/T Student (Y or N)	Last 4 Digits of SSN or Alien Reg.
1	WHITEPLUME	ANDREA	Head	04/02/1989	N	6252
2	TwoMoons	Nick-les	Adult	04/10/1986	N	1051
3	Todacheenie	Candace	Dependent	09/03/2008	Y	8301
4	Todacheenie	Hunter M	Dependent	03/24/2013	Y	6256
5	Todacheenie	Ramona	Dependent	09/11/2014	N	0000
6	Twomoons	Kikeeye	Dependent	02/01/2018	N	4321
7						

PART III. GROSS ANNUAL INCOME (USE ANNUAL AMOUNTS)

HH Mbr #	(A) Employment or Wages	(B) Soc. Security/Pensions	(C) Public Assistance	(D) Other Income
2	2,400.00			
TOTALS	\$ 2,400.00	\$ 0.00	\$ 0.00	\$ 0.00
Add totals from (A) through (D), above				TOTAL INCOME (E): \$ 2,400.00

PART IV. INCOME FROM ASSETS

HH Mbr #	(F) Type of Asset	(G) C/I	(H) Cash Value of Asset	(I) Annual Income from Asset
1	Checking	C	\$35.00	\$0.00
TOTALS:			\$ 35.00	\$ 0.00
Enter Column (H) Total If over \$5000		\$ 0.00	X	Passbook Rate Currently .06%
				= (J) Imputed Income
Enter the greater of the total of column I, or J: imputed income				TOTAL INCOME FROM ASSETS (K)
				\$ 0.00
(L) Total Annual Household Income from all Sources [Add (E) + (K)]				\$ 2,400.00

PART V. DETERMINATION OF INCOME ELIGIBILITY

RECERTIFICATION ONLY:

TOTAL ANNUAL HOUSEHOLD INCOME FROM ALL SOURCES: From item (L) on page 1 **\$ 2,400.00**

Household Meets Income Restriction at:

Current Income Limit x 140%:
\$ 0.00

- 60% 50%
 40% 30%
 Other _____%

Household Income exceeds 140% at recertification:
 Yes No

Current Income Limit per Family Size: **\$ 25,740.00**

Household Income at Move-in: **\$ 3,515.20**

Household Size at Move-in: **5**

PART VI. RENT

Tenant Paid Rent: **\$ 148.00**

Rent Assistance: **\$ 0.00**

Utility Allowance: **\$ 271.00**

Other non-optional charges: **\$ 0.00**

GROSS RENT FOR UNIT: (Tenant paid rent plus Utility Allowance & other non-optional charges) **\$ 419.00**

- Unit Meets Rent Restriction at:
 60% 50% 40% 30% _____%

Maximum Rent Limit for this unit: (as of recertification effective date) **\$ 576.00**

PART VII. STUDENT STATUS

ARE ALL OCCUPANTS FULL TIME STUDENTS?

- Yes No

If yes, Enter student explanation* (also attach documentation)

Enter 1-5:

*Student Explanation:

- 1 TANF assistance
- 2 Job Training Program
- 3 Single parent/dependent child
- 4 Married/joint return
- 5 Former Foster Care

PART VIII. PROGRAM TYPE

Mark the program(s) listed below (a. through e.) for which this household's unit will be counted toward the property's occupancy requirements. Under each program marked, indicate the household's income status as established by this certification/recertification.

- | | | | | |
|--|--|--|---|---|
| a. Tax Credit <input checked="" type="checkbox"/>
See Part V above. | b. HOME <input type="checkbox"/>
<i>Income Status</i>
<input type="checkbox"/> ≤ 50% AMGI
<input type="checkbox"/> ≤ 60% AMGI
<input type="checkbox"/> ≤ 80% AMGI
<input type="checkbox"/> OI** | c. Tax Exempt <input type="checkbox"/>
<i>Income Status</i>
<input type="checkbox"/> ≤ 50% AMGI
<input type="checkbox"/> ≤ 60% AMGI
<input type="checkbox"/> ≤ 80% AMGI
<input type="checkbox"/> OI** | d. AHDP <input type="checkbox"/>
<i>Income Status</i>
<input type="checkbox"/> ≤ 50% AMGI
<input type="checkbox"/> ≤ 80% AMGI
<input type="checkbox"/> OI** | e. Other <input type="checkbox"/>
(Name of Program)
<i>Income Status</i>
<input type="checkbox"/> _____
<input type="checkbox"/> _____
<input type="checkbox"/> OI** |
|--|--|--|---|---|

** Upon recertification, household was determined over-income (OI) according to eligibility requirements of the program(s) marked above.

PART IX. HOUSEHOLD DEMOGRAPHIC

HH Mbr #	Race Code	Ethnicity Code	Disabled? (Y/N)
1	3	2	N
2	3	2	N
3	3	2	N
4	3	2	N
5	3	2	N
6	3	2	N
7			

Race Code	
1	White
2	Black/African American
3	American Indian/Alaska Native
4	Asian
5	Native Hawaiian/other Pacific Island

Ethnicity Code	
1	Hispanic or Latino
2	Not Hispanic or Latino

HOUSEHOLD CERTIFICATION & SIGNATURES

The information on this form will be used to determine maximum income eligibility. I/we have provided for each person(s) set forth in Part II acceptable verification of current anticipated annual income. I/we agree to notify the landlord immediately upon any member of the household moving out of the unit or any new member moving in. I/we agree to notify the landlord immediately upon any member becoming a full time student.

Under penalties of perjury, I/we certify that the information presented in this Certification is true and accurate to the best of my/our knowledge and belief. The undersigned further understands that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in the termination of the lease agreement.

Signature	<i>(Date)</i>	Signature	<i>(Date)</i>
Signature	<i>(Date)</i>	Signature	<i>(Date)</i>

SIGNATURE OF OWNER/REPRESENTATIVE

Based on the representations herein and upon the proofs and documentation required to be submitted, the individual(s) named in Part II of this Tenant Income Certification is/are eligible under the provisions of Section 42 of the Internal Revenue Code, as amended, the Land Use Restriction Agreement (if applicable), to live in a unit in this Project.

SIGNATURE OF OWNER/REPRESENTATIVE	DATE
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**U.S. Department of Housing and Urban Development
Office of Public and Indian Housing**

Special Attention of:

Administrators, Offices of Native American Programs;
Tribes, Tribally Designated Housing Entities (TDHEs)

Notice PIH 2014-02

Issued: January 24, 2014

Expires: Effective until amended,
revoked or superseded

Cross References: 24 CFR §§
1000.104 - 1000.118
PIH Notice 1999-6

1. SUBJECT: Providing Assistance to Non-Low-Income Families under the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA).

2. PURPOSE: This Notice provides guidance on the requirements of Section 201(b) of NAHASDA, the recent revisions to the Indian Housing Block Grant (IHBG) regulations that became effective on January 3, 2013, and replaces PIH Notice 1999-6. It describes how non-low-income families (families with incomes over 80 percent of the HUD median income limits) may receive assistance under NAHASDA, and provides details on exceptions for essential families and law enforcement officials. This Notice also explains the process for documenting these determinations and how to request HUD approval to assist non-low-income families.

3. BACKGROUND: One of the national objectives of NAHASDA is to assist and promote affordable housing activities to develop, maintain, and operate affordable housing in safe and healthy environments for occupancy by low-income families on Indian reservations and in other Indian areas. Generally, assistance under NAHASDA is limited to low-income Indian families on Indian reservations and other Indian areas. Section 201(b) provides some exceptions to this requirement.

4. TYPES OF ELIGIBLE NON-LOW-INCOME FAMILIES: IHBG recipients may provide non-low-income families with IHBG assistance as defined below:

Ten Percent Non-Low-Income. Recipients may use up to 10 percent of the amount planned for the tribal program year for families with incomes that fall between 80 percent and 100 percent of the median income without HUD approval if the recipient determines that the need for housing for such families cannot be met without such IHBG assistance. For purposes of the Notice, this exception to the low-income requirement is called the “10 percent authority”.

Non-low-income families assisted under this provision may receive the same **type** of benefits as low-income families; however the dollar amount of benefits and assistance will be altered. Non-

low-income families will pay more or receive less assistance for benefits such as rent or down payment assistance or other benefit. The calculation of the reduced benefit is covered in section

Essential Families. A non-low-income family may receive IHBG assistance if the recipient determines that the presence of the family is essential to the well-being of Indian families and the need for housing for such family cannot be met without such IHBG assistance. Families assisted under this provision can receive the same amount of benefits as low-income families, as provided in 24 CFR § 1000.110(e), and they do not count as non-low-income families for the purposes of the 10 percent authority even though HUD approval is not required. Guidance on documenting these determinations is covered further in this Notice.

To be considered an essential family, an IHBG recipient must first determine a family is essential to the well-being of the Indian families residing in the Indian area, and determine that the need for housing the family cannot be reasonably met without IHBG assistance. The criteria and rationale for determining if a family is essential should be clearly described in the recipient's policy, and documentation must be maintained that clearly supports the determination. The recipient must make a determination about each essential family and document its determination even in cases when HUD approval is not required. The recipient may use the guidance in this Notice when determining if there is a need for housing for the family that cannot be reasonably met without IHBG assistance.

Law Enforcement Families. The recipient may provide housing or housing assistance for law enforcement officers on an Indian reservation or other Indian areas without HUD approval. The following three criteria must be met:

- The officer must be employed on a full-time basis by the Federal Government or a state, county, or other unit of local government, or lawfully recognized tribal government;
- The officer, in implementing such full-time employment, must be sworn to uphold, and make arrests for, violations of Federal, state, county, or tribal law; and
- The recipient determines that the presence of the law enforcement officer on the Indian reservation or other Indian area may deter crime.

Law enforcement officers assisted under this provision can receive the same amount of benefits as low-income families and they do not count toward the 10 percent authority.

Continued Occupancy. If a rental or homeownership family was low-income at the time it entered the program (as described in 24 CFR § 1000.147), and subsequently becomes non-low-income, it may continue to participate in the program if the recipient's admission and occupancy policies authorize such families to continue to receive assistance (including a determination that there is a need for housing for each family that cannot reasonably be met without such assistance). This includes a family member or household member who subsequently takes ownership of a homeownership unit, by inheriting a homeownership unit.

Whether a family can receive the same benefit as low-income families is also subject to the recipient's admission and occupancy policies, which may include the limitation on receiving the

same level of benefits as low-income families by applying the “Calculating Benefits for Non-Low-Income Families” provision (#5 below). Such families do not count toward the 10 percent authority for the non-low-income persons that may be served.

Secretary Approved Non-Low-Income Families. HUD approval is required if the IHBG recipient plans to: (1) use more than 10 percent of the amount planned for the tribal program year for assistance to non-low income families (2) provide housing for families with income over 100 percent of the median income. The standard for HUD approval is that the family’s housing needs cannot be met without IHBG assistance. The request for approval must be submitted as outlined in 24 CFR § 1000.108 and in this Notice. In cases under (1) above, such assistance is not prohibited by the 10 percent authority cap. It is irrelevant to cases in (2) involving families with incomes over 100% of mean. These non-low-income families will be required to pay more or receive less assistance for benefits such as rent or down payment assistance.

See ATTACHMENT A for the methods a recipient may use to track its use of the 10 percent authority for its tribal program year.

The table below summarizes the circumstances when non-low-income families can be assisted and the requirements for those families.

**Summary of Requirements
For Serving Non-Low-Income Families**

Applicability	HUD Approval Required	Rent/Homebuyer Payment differential Required by HUD	Counts Against 10% Authority
Essential Family	No	No	No
Law Enforcement	No	No	No
Continued Occupancy	No	Determined by Tribe/TDHE Occupancy Policy	No
Non-Low- Income Families (10% Authority) between 80-100% of median income	No	Yes	Yes
Secretary Approved: Exceeding 10% Authority to serve Indian families at 80 – 100% of median income	Yes	Yes	By definition these families exceed the 10% cap.
Secretary Approved: Indian family over 100% of median income	Yes	Yes	No

5. CALCULATING BENEFITS FOR NON-LOW-INCOME FAMILIES: As specified in 24 CFR § 1000.110(d), the following formulas apply for determining the amount of assistance that may be provided to Secretary approved non-low-income Indian families and ten percent non-low-income families:

- The rent (including homebuyer payments under a lease purchase agreement) to be paid by a non-low-income family cannot be less than [income of non-low-income family/income of

family at 80 percent of median income] × [rental payment of family at 80 percent of median income], but need not exceed the fair market rent or value of the unit.

- Other assistance, including down payment assistance, to non-low-income families, cannot exceed [income of family at 80 percent of median income/income of non-low-income family] × [present value of the assistance provided to family at 80 percent of median income].

See ATTACHMENT B for more information about calculating non-low-income benefits.

6. DETERMINING HOUSING NEED FOR NON-LOW-INCOME FAMILIES: A recipient must make a determination and document the determination of housing need for non-low-income families. The following guidance is not all inclusive. A recipient may identify other methods of assessing need.

To determine if a housing need exists, recipients should consider the following factors.

- **Inadequate housing.** Such housing includes substandard and overcrowded housing. For the purposes of this Notice, inadequate housing is defined as housing that: (1) is not safe; (2) is not in a physically sound condition with all systems performing the intended design functions; or, (3) does not provide adequate space and privacy for all intended household members.
- **Temporary housing and homelessness.** Families living in temporary housing such as emergency shelters or transitional housing, or in a public or private place not designated for, or ordinarily used as, a regular sleeping accommodation for human beings.
- **Cost burden.** When a family pays over 50 percent of its gross income for housing (including utilities) due to the lack of more affordable housing, it can be determined that there is a housing need or a need for housing that is more affordable.

Determining Need for IHBG Assistance: Once the need for housing is established, the next step is to determine if the non-low-income family could secure adequate housing without IHBG assistance:

The following information should be considered when making this determination.

- **Rental and homeowner housing.** In cases where a family is living in inadequate rental housing, the recipient should determine if the family could find adequate rental housing without requiring IHBG assistance.
- **Income and assets.** It should be determined if the family has sufficient income and/or assets that would enable it to obtain adequate housing (which may mean rental housing) without IHBG assistance.
- **Private and governmental programs.** In cases involving homeownership, the recipient should determine if the family could qualify for a conventional or government backed mortgage, (for example, HUD's Section 184 Loan Guarantees for Indian Housing

program, Federal Housing Administration, Veterans Administration, U.S. Department of Agriculture, Rural Development, or local or state programs). For a family who could qualify for a mortgage, but was rejected due to credit problems, the recipient should consider if the family would be able to meet program requirements including repayment, if applicable.

- **Housing market/location conditions.** It should be determined whether there are sufficient number of affordable units on the market that would allow the family to find an adequate unit without IHBG assistance. The recipient may consider the availability of housing and the location when determining if the housing need can be met without IHBG assistance.
- **Overcrowded conditions.** In cases of overcrowded conditions, the recipient should review the overcrowded conditions and consider if the family or families have adequate resources to alleviate the overcrowded conditions without IHBG assistance.

If the recipient determines that a family seeking IHBG assistance does not have a legitimate housing need, the recipient should notify the family in writing of the reasons the family is not eligible to receive assistance.

7. DOCUMENTING NEED: Documentation demonstrating need must be maintained by recipients at all times while families are receiving assistance.

Recipients must carefully document their determination of housing need for non-low income families and the reasons the housing need cannot reasonably be met without IHBG assistance must also be documented. Because housing need and the inability to secure housing without IHBG assistance can occur due to a variety of different circumstances, the type of documentation required will vary depending on the situation. The recipient should consider the documentation listed below and determine, based on the circumstances of the non-low-income family, the type(s) of documentation that would best support its determinations.

- Property inspections (completed by the recipient or other reliable sources); code violation letters from a local government citing unsafe conditions; family information including size and the number, age, and gender of children living in the home.
- A statement from a temporary housing facility stating that the family has been residing at the facility because they have no other reasonable alternative. For homeless families, the lack of any information indicating that the family has adequate housing along with an explanation from the family stating why they do not have adequate housing would be sufficient documentation.
- A statement signed by the head of household explaining why the family has a housing need that cannot be met without assistance. The statement should specify the reasons why a housing need exists and the steps that the family has taken to secure housing without assistance. The family should provide the recipient with verification to support its statement.

- Copies of tax returns, payroll stubs, rent receipts, utility receipts or canceled checks, etc. Third party verifications can be used to confirm information provided by the family.
- Rejection letters from financial institutions or landlords.
- Letters from state, local, or federal agencies stating that the family does not qualify for housing programs or that there are no programs available.
- Notes including names and phone numbers of persons the family has contacted in an attempt to secure housing.

If HUD approval is required before a family can obtain assistance, a copy of the recipient's documentation and request for HUD approval should be sent to the Area Office of Native American Programs (ONAP). If HUD approval is not required, the recipient's documentation should be kept on-site and HUD may review these documents on-site or request copies at any time and that, if HUD disagrees with the recipient's determination in any particular case, it may impose a specified remedy, using the procedures at 24 C.F.R. § 1000.532. A determination and supporting documentation must be completed on a case-by-case basis for each family seeking assistance.

Recipients' policies and procedures for assisting non-low-income families, including information to be provided by the family, the types of documentation required, recipient verification procedures, etc., must be developed and adopted prior to assistance being provided.

As part of its policy, a recipient may allow a non-low-income family to appeal the recipient's decision and permit the family to provide additional information that might cause the recipient to change its determination.

8. REQUEST TO HUD TO ASSIST NON-LOW-INCOME FAMILIES: In cases when HUD approval is required prior to providing assistance to non-low-income families, the recipient should submit its request, including supporting documentation, to its Area ONAP. The Area ONAP will be consulting with the applicant during the review process. If the Area ONAP determines that the information provided by the recipient is incomplete or inadequate, the Area ONAP will deny the request and notify the recipient of specific reasons why the request cannot be approved. The recipient may appeal the request to provide assistance to a non-low income family as outlined below in Section 9.

If the Area ONAP determines the information provided is complete and adequate, the Area ONAP will forward the request to the ONAP Office of Grants Management (OGM) in headquarters with its recommendation for approval. OGM will review the information and forward it to the Deputy Assistant Secretary for Native American Programs for approval.

HUD has 60 calendar days after receiving the request to notify the recipient in writing that the request to provide assistance to non-low-income Indian families is approved or disapproved. If

no decision is made by HUD within 60 calendar days of receiving the proposal, the proposal is deemed to have been approved by HUD.

9. APPEAL OF HUD DENIAL TO ASSIST NON-LOW-INCOME FAMILIES: When the Area ONAP notifies a recipient that their request to provide assistance to a non-low-income Indian family, the recipient may request reconsideration of the denial in writing. The request must be made within 30 calendar days of receipt of HUD's denial and must include justification for the reconsideration. Within 20 calendar days of receiving the request, the Area ONAP, the Office of Grants Management or the Deputy Assistant Secretary of ONAP shall reconsider the recipient's request and will either affirm or reverse its initial decision in writing, setting forth its reasons for the decision.

The recipient may appeal any denial by the Area ONAP, the Office of Grants Management or the Deputy Assistant Secretary of ONAP to the Assistant Secretary for Public and Indian Housing within 20 calendar days of receiving the denial. The appeal shall set forth the reasons why the recipient does not agree with HUD's decision and submit justification for the reconsideration. Within 20 calendar days of receipt of the appeal, the Assistant Secretary shall review the recipient's appeal and act on the appeal, stating the reasons for the decision. Any decision made by the Assistant Secretary constitutes final agency action.

10. NON-DISCRIMINATION REQUIREMENTS: In making the case-by-case determinations outlined in this Notice, recipients must comply with the applicable non-discrimination requirements in 24 CFR § 1000.12. The Indian Civil Rights Act (ICRA), which is Title II of the Civil Rights Act of 1968, applies to federally recognized, Indian tribes that exercise powers of self-government. This Act provides that no Indian tribe, in exercising powers of self-government, should deny to any person within its jurisdiction the equal protection of its laws or deprive any person of liberty or property without due process of law. Section 504 of the U.S. Rehabilitation Act of 1973 (See 24 CFR 8) and the Age Discrimination Act of 1975 (See 24 CFR 146) are applicable in their entirety. Recipients must document the rationale for determinations to demonstrate consistency and non-discrimination. Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968 (commonly known as the Fair Housing Act) requirements do not apply to actions under NAHASDA by federally recognized Indian tribes and their TDHEs.

11. ADDITIONAL INFORMATION: If you have any questions or require further information, please contact your Area ONAP. Persons with hearing or speech impairments may access their Area Office of Native American Programs via TTY by calling the Federal Information Relay Service at (800) 877-8339.

/s/
Sandra B. Henriquez, Assistant Secretary
for Public and Indian Housing

Attachments

ATTACHMENT A

Tracking Percent Authority

There are various methods that can be used to determine the amount of IHBG assistance provided to non-low-income families. Therefore, it is important that the recipient document in its policies the method that it will use to determine the assistance that can be provided to non-low-income families in its respective areas.

The following method may be used by a recipient to track assistance provided within the 10 percent authority amount planned for the tribal program year. Note that recipients should include the calculation methods they plan to use in their respective occupancy policies.

<u>Program Year Period:</u>	10/1/2012 through 9/30/2013
<u>Program Year Planned Expenditures:</u> <u>(from Line 1, Column D of the Sources of Funding Table from IHP)</u>	\$356,000
<u>10% Authority Amount:</u>	\$35,600

Example 1: The recipient is assisting a non-low income Indian family with rental assistance. The tribe has decided to use the monthly Fair Market Rent (FMR) of \$698 as the rental value for assistance.

\$698 FMR value x 12 months = \$8,376 of NAHASDA assistance.

Example 2: The recipient is assisting a non-low-income Indian family with homeownership assistance. The monthly value of the homebuyer unit is \$850.

\$850 value x 12 months = \$10,200 of NAHASDA assistance.

Example 3: The recipient is assisting a non-low-income Indian family with down payment assistance. Amount of assistance being provided to non-low-income Indian family is \$7,400.

Participant	Amount of Assistance Provided	Balance of 10% Authority
10% of planned PY Expenditures		\$35,600
Rental Assistance- Example 1	\$8,376	\$27,224
Homeownership Assistance – Example 2	\$10,200	\$17,024
Down payment Assistance – Example 3	\$7,400	\$9,624

ATTACHMENT B

Calculation of Rental/Homebuyer Payments and Other Assistance for Non-Low Income Families

RENTAL AND HOMEBUYER PAYMENTS: The rent payment or homebuyer payment to be paid by a non-low-income Indian family cannot be less than:

[Income of the non-low-income family at 80 percent of median income limit] X
[Rental or homebuyer payment of the family at 80 percent of median income], but
need not exceed the fair market rent or value of the unit.

The “income of family at 80 percent of median income” referred to above, means the dollar amount representing 80 percent of the HUD median income limits adjusted by family size.

Eligibility and rents should be determined in accordance with the recipients’ policies, and when determining the rental or homebuyer payment of the family at 80 percent of median income, ensure that the adjusted income deductions of the low-income family is comparable to the adjusted income deductions that the non-low-income Indian family would use. In other words, the adjusted income of the low-income family at 80 percent of median income should be based on the same family size and adjusted income deductions (such as \$480 for each family member under 18, \$400 for an elderly family, overall rent cap for the unit, etc.) that the non-low-income Indian family would use.

HUD Median Income Limits are established at national (U.S.), county and metropolitan area levels, and are updated annually. Tribes/TDHEs must use the higher income limits for their Indian Area. For instance, if the median income limits for a county located within an Indian area is greater than the U.S. median income limits, then the tribe/TDHE must use the county median income limits rather than the U.S. median income limits.

FMR are gross rent estimates, which are established by HUD and published annually in the *Federal Register*. FMRs are used to determine rent payment standards for a number of HUD-funded programs.

OTHER ASSISTANCE: Other assistance is assistance other than rental and homebuyer benefits, such as down payment assistance, provided to non-low-income Indian families.

The amount of other assistance provided to a non-low-income Indian family cannot exceed [income of family at 80 percent of median income/Income of non-low-income Indian family] X [Present value of the assistance provided to family at 80 percent of median income].

The present value of the assistance is the current value of the assistance at the time it is provided.

BIHA Moderate Income Check List

I. Determination of Need	
<input type="checkbox"/>	A. Inadequate Housing
	Lacks Energy Efficiency
	Over Crowded
	Poor Plumbing
	Electrical Deficiencies
	Inadequate Drain field
	Structurally Unsound
	Pest Infested
	Fire Hazard
	Inadequate Heating and/or Cooling
	No Heating
	Inadequate Cooling
	Lack of Water Pressure
	No Insulation
	Single Wide Trailer
	Not Code Compliant
	No Child Safety Measures
	Incomplete Kitchen
	Incomplete Bathroom
<input type="checkbox"/>	B. Temporary Housing
	Living with Relatives
	Motels/Hotels
	Transitional Shelter
<input type="checkbox"/>	C. Homeless
<input type="checkbox"/>	D. Cost Burden (Housing costs exceed 50% of AGI including utilities)
<input type="checkbox"/>	E. Inaccessibility to Financing
II. Determination that Housing Need cannot Reasonably Be Met	
	Rental Housing not available in area
	Affordability
	Income & Assets Insufficient
	Housing Stock Insufficient
	Conventional Mortgages not available on trust land
	Alaska Housing Finance Programs not available on Trust Land
	Section 8 waiting list is too long
	Inadequate Housing Stock in Area
	Family Desires Residence on Reservation
III. Documentation	
	Property Inspection
	Code Violation Letters
	Family Size and Unit Size
	Statement from a Temporary Housing Landlord
	Affidavit from Family
	Payroll Stubs
	Rent Receipt
	Rejection Letters
	Denial Letters

D) Rent cost Burden (Housing costs exceed 50% of AGI including utilities)

E) Inaccessibility to Financing

II. DETERMINATION THAT HOUSING NEED CANNOT REASONABLY BE MET

- ⇒ Rental Housing not available in area
- ⇒ Affordability
- ⇒ Income & Assets Insufficient
- ⇒ Housing Stock Insufficient
- ⇒ Conventional Mortgages not available on trust land
- ⇒ Alaska Housing Finance Program resources not available
- ⇒ Section 8 waiting list is too long
- ⇒ Inadequate Housing Stock in Area
- ⇒ Family Desires Residence in immediate area near family

III. DOCUMENTATION

- ⇒ Property Inspection
- ⇒ Code Violation Letters
- ⇒ Family Size and Unit Size
- ⇒ Statement from a Temporary Housing Landlord
- ⇒ Affidavit from Family
- ⇒ Payroll Stubs
- ⇒ Rent Receipt
- ⇒ Rejection Letters
- ⇒ Denial Letters

The BIHA shall make a determination about each essential family and document its determination even in cases when HUD approval is not required.

Essential families include, but are not limited to, the following:

- Medical personnel
- Dentist
- School Personnel
- Public Safety Officer
- Coast Guard or other military personnel
- Firemen
- Employees
- Spiritual Leaders
- Preachers
- Other as determined by the Executive Director

The BIHA Essential Family Policy is also subject to the BIHA Admissions and Occupancy Policies.

ESSENTIAL FAMILY POLICY

THE BIHA may provide housing or housing assistance to Essential Families in our Indian area if the BIHA under the following conditions:

- The BIHA determines that the presence of the family on the Indian area is essential to the well-being of Indian families, **and**
- the family demonstrates a need for housing that cannot reasonably be met without IHBG assistance that can be independently verified and documented by BIHA staff.

In accordance with PIH Notice 2014-02, *Providing Assistance to Non-Low-Income Families under the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA)*, the BIHA shall provide a rationale for making its determination using at least the following criteria:

I. DETERMINATION OF NEED

A) Inadequate Housing

- ⇒ Lacks Energy Efficiency
- ⇒ Over Crowded
- ⇒ Poor Plumbing
- ⇒ Electrical Deficiencies
- ⇒ Inadequate Drain field
- ⇒ Structurally Unsound
- ⇒ Pest Infested
- ⇒ Fire Hazard
- ⇒ Inadequate Heating and/or Cooling
- ⇒ No Heating
- ⇒ Inadequate Cooling
- ⇒ Lack of Water Pressure
- ⇒ No Insulation
- ⇒ Single Wide Trailer
- ⇒ Not Code Compliant
- ⇒ No Child Safety Measures
- ⇒ Incomplete Kitchen
- ⇒ Incomplete Bathroom

B) Temporary Housing

- ⇒ Living with Relatives
- ⇒ Motels/Hotels
- ⇒ Transitional Shelter

C) Homeless

Exhibit 5-2: Assets

NOTE: There is no asset limitation for participation in HUD assisted-housing programs. However, the definition of annual income includes net income from family assets.

A. Net Family Assets include the following:

1. Cash held in savings and checking accounts, safe deposit boxes, homes, etc. For savings accounts, use the current balance. For checking accounts, use the average balance for the last six months. Assets held in foreign countries are considered assets.
2. Revocable trusts. Include the cash value of any revocable trust available to the family. See discussion of trusts in paragraph 5-7 G.1.
3. Equity in rental property or other capital investments. Include the current fair market value less (a) any unpaid balance on any loans secured by the property and (b) reasonable costs that would be incurred in selling the asset (e.g., penalties, broker fees, etc.).

NOTE: If the person's main business is real estate, then count any income as business income under paragraph 5-6 G of the chapter. Do not count it both as an asset and business income.

4. Stocks, bonds, Treasury bills, certificates of deposit, mutual funds, and money market accounts. Interest or dividends earned are counted as income from assets even when the earnings are reinvested. The value of stocks and other assets vary from one day to another. The value of the asset may go up or down the day before or after rent is calculated and multiple times during the year thereafter. The owner may assess the value of these assets at any time after the authorization for the release of information has been received. The tenant may request an interim recertification at any time thereafter that a decrease in stock value may result in a decrease in rent.
5. Individual retirement, 401K, and Keogh accounts. These are included when the holder has access to the funds, even though a penalty may be assessed. If the individual is making occasional withdrawals from the account, determine the amount of the asset by using the average balance for the previous six months. (Do not count withdrawals as income.)

Example – Withdrawals from a Keogh Account

Ly Pham has a Keogh account valued at \$30,000. When she turns 70 years old, she begins drawing \$2,000 a year. Continue to count the account as an asset. Use the guidance in paragraph 5-7 to determine the cash value and imputed income from the asset. Do not count the \$2,000 she withdraws as income.

6. Retirement and pension funds.

- a. While the person is employed. Include only amounts the family can withdraw without retiring or terminating employment. Count the whole amount less any penalties or transaction costs. Follow paragraph 5-7 G.4 of the chapter on determining the value of assets.
- b. At retirement, termination of employment, or withdrawal. Periodic receipts from pension and retirement funds are counted as income. Lump-sum receipts from pension and retirement funds are counted as assets. Count the amount as an asset or as income, as provided below.
- (1) If benefits will be received in a lump sum, include the lump-sum receipt in net family assets.
 - (2) If benefits will be received through periodic payments, include the benefits in annual income. Do not count any remaining amounts in the account as an asset.
 - (3) If the individual initially receives a lump-sum benefit followed by periodic payments, count the lump-sum benefit as an asset as provided in the example below and treat the periodic payment as income. In subsequent years, count only the periodic payment as income. Do not count the remaining amount as an asset.

NOTE: This paragraph and the example below assume that the lump-sum receipt is a one-time receipt and that it does not represent delayed periodic payments. However, in situations in which a lump-sum payment does represent delayed periodic payments, then the amount would be considered as income and not an asset.

Example – Retirement Benefits as Lump-Sum and Periodic Payments

Upon retirement, Eleanor Reilly received a lump-sum payment of \$15,000. She will also receive periodic pension payments of \$350 a month.

The lump-sum amount of \$15,000 is generally treated as an asset. In this instance, however, Eleanor spent \$5,000 of the lump sum on a trip following her retirement. The remaining \$10,000 she placed in her mutual fund with other savings. The entire mutual fund will be counted as an asset.

The owner has verified that Eleanor is now not able to withdraw the balance from her pension. Therefore, the owner will count the \$350 monthly pension payment as annual income and will not list the pension account as an asset.

7. Cash value of life insurance policies available to the individual before death (e.g., the surrender value of a whole life policy or a universal life policy). It would not include a value for term insurance, which has no cash value to the individual before death.
8. Personal property held as an investment. Include gems, jewelry, coin collections, or antique cars held as an investment. Personal jewelry is NOT considered an asset.
9. Lump-sum receipts or one-time receipts. (See paragraph 5-6 **P** for additional information on what is counted as a lump-sum receipt and how to treat lump-sum receipts.) These include inheritances, capital gains, one-time lottery winnings, victim's restitution, settlements on insurance claims (including health and accident insurance, worker's compensation, and personal or property losses), and any other amounts that are not intended as periodic payments.
10. A mortgage or deed of trust held by an applicant.
 - a. Payments on this type of asset are often received as one combined payment of principal and interest with the interest portion counted as income from the asset.
 - b. This combined figure needs to be separated into the principal and interest portions of the payment. (This can be done by referring to an amortization schedule that relates to the specific term and interest rate of the mortgage.)
 - c. To count the actual income for this asset, use the interest portion due, based on the amortization schedule, for the 12-month period following the certification.
 - d. To count the imputed income for this asset, determine the asset value ****as of the effective date of the certification****. Since this amount will continually be reduced by the principal portion paid during the previous year, the owner will have to determine this amount at each annual recertification. See the following example:

Example – Deed of Trust and Imputed Income

Computation of imputed income:

An elderly tenant sells her home and holds the mortgage for the buyer. The cash value of the mortgage is \$60,000. The combined payment of principal and interest expected to be received for the upcoming year is \$5,000. The amortization schedule breaks that payment into \$2,000 in principal and \$3,000 in interest. In completing the asset income calculation, the cash value of the asset is \$60,000, and the projected annual income from that asset is \$3,000. ****The imputed income would be calculated by multiplying the cash value of \$60,000 by the 2% imputed passbook rate.**** Each subsequent year, the cash value of the asset should be reduced by the principal portion paid. In this example, it would be reduced to \$58,000 in the following year (\$60,000 – \$2,000 principal payment = \$58,000). ****When calculating the imputed income for the following year, the owner would multiply the cash value of \$58,000 by the 2% passbook savings rate.****

Regulatory References

(These references are current as of the date of publication. Readers should refer to the latest edition of the Code of Federal Regulations.)

24 CFR part 5.603 defines net family assets as follows:

Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and the equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded. . . . In determining net family assets, owners shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or recertification, as applicable, in excess of the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.

B. Net family assets **DO NOT** include the following:

IMPORTANT: The owner does not compute income from any assets in this paragraph.

1. Personal property (clothing, furniture, cars, wedding ring, other jewelry that is not held as an investment, vehicles specially equipped for persons with disabilities).
2. Interests in Indian trust land.
3. Term life insurance policies (i.e., where there is no cash value).
4. Equity in the cooperative unit in which the family lives.
5. Assets that are part of an active business. "Business" does NOT include rental of properties that are held as investments unless such properties are the applicant's or tenant's main occupation.

Example – Assets that are Part of an Active Business

- Laura and Lester Hines own a copier and courier service. None of the equipment that they use in their business is counted as an asset (e.g., the copiers, the FAX machines, the bicycles).
- Alice Washington rents out the home that she and her husband lived in for 42 years. This home is not an active business asset. Therefore, it is considered an asset and the owner must determine the annual income that Alice receives from it.

6. Assets that are NOT effectively owned by the applicant. Assets are not effectively owned when they are held in an individual's name, but (a) the assets and any income they earn accrue to the benefit of someone else who is not a member of the family, and (b) that other person is responsible for income taxes incurred on income generated by the assets.

NOTE: Nonrevocable trusts (i.e., irrevocable trusts) are not covered by this paragraph. See information on nonrevocable trusts in paragraph 5-7 G.1.

Example – Assets not Effectively Owned by the Applicant

Net family assets do not include assets held pursuant to a power of attorney because one party is not competent to manage the assets, or assets held in a joint account solely to facilitate access to assets in the event of an emergency.

Example: Alexander Cumbow and his daughter, Emily Bornscheuer, have a bank account with both names on the account. Emily's name is on that account for the convenience of her father in case an emergency arises that would result in Emily handling payments for her father. Emily has not contributed to this asset, does not receive interest income from it, nor does she pay taxes on the interest earned. Therefore, Emily does not own this account. If Emily applies for assisted housing, the owner should not count this account as her asset. This asset belongs to Alexander and would be counted entirely as the father's asset should he apply for assisted housing.

7. Assets that are not accessible to the applicant and provide no income to the applicant. Nonrevocable trusts are not covered under this paragraph. See information on nonrevocable trusts in paragraph 5-7 G.1.

Example

A battered spouse owns a house with her husband. Because of the domestic situation, she receives no income from the asset and cannot convert the asset to cash.

TENANT FILE DOCUMENTATION

(03/2020)

Tenant file records are critical pieces of source documentation used as evidence to support determinations and conclusions in all areas of occupancy. Tenant file records must be complete and contain all information and forms relevant to occupancy at the property.

REQUIRED DOCUMENTS - RECOMMENDED ORDER

LEFT SIDE OF FILE:

Original (Initial) Move-in Information

TOP

Section #1:

- Executed form HUD 50059 *and* **EIV Income Report 90 days after Move-in.**
- Consent Forms: HUD-9887 & HUD-9887-A (all household members 18 or over)
- Student Status Certification and/or Verification (*if applicable*),
- Third-party verifications, *including documentation*, in the following order:
 - Affidavit of Income and Expenses (*if applicable*), if the household claims no recurring source of income, applicable 3rd party verifications should be included and documentation regarding any Hardship Exemption.
 - Income; Assets; Deductions
- Disposition of Assets.
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Section #2:

- Application (must include date & time received)
- **Form HUD-92006, Supplement to Application for Federally Assisted Housing**
- **EIV Existing Tenant Search**
- Owners Notice #1, Section 514 Citizenship (Exhibit 3-3)
- Family Summary Sheet (Exhibit 3-4)
- Citizenship Declaration (Exhibit 3-5) & applicable documents (all household members)
- Verification Consent Form (*non-citizen family members only*) (Exhibit 3-6)
- Race and Ethnic Data Reporting Form for All Household Members (HUD-27061-H)
- Social Security Number Verification for All Household Members (copy of SS card/EIV Summary Report)
- Other eligibility verification documents such as: Criminal, credit, landlord, person with disabilities, elderly, live-in aide, assistance animal, etc.
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Section #3:

- Lease, **including all attachments** (Current *and* Original),
- Move-in Inspection,
- House Rules,
- VAWA Lease Addendum Form HUD-91067,
- Lead-based Paint Disclosure (*if applicable*),
- Pet Addendum and Pet or Assistance Animal Paperwork (*if applicable*),
- Live-in Aide Addendum (*if applicable*),
- Initial Recertification Notice (annually),
- Annual Acknowledgment of Head of Household's receipt of:
 - Resident Rights and Responsibilities Brochure, form HUD 9887/9887-A Fact Sheet, the Fact Sheet for HUD Assisted Residents – Project Based Section 8 (Appendix 14), form HUD-1141 "Is Fraud Worth It?" and "EIV and You" brochure
- Security Deposit and/or Pet Deposit Receipts,

BOTTOM

RIGHT SIDE OF FILE: *This side of the file applies to tenants who have had a re-certification completed.* Annual Recertification, Interim Recertifications and/or corrections to prior 50059's should be maintained in chronological order with the current certification and supporting documents on top. Please ensure all documents contain required signatures and dates and put a *Colored Paper Divider* between each certification. Each certification should be in the following order:

TOP

Section #1: CURRENT Year Recertification

- Executed form HUD 50059,
- Recertification Interview/Verification Record (Exhibit 7-5, not mandatory),
- Tenant Recertification Paperwork, (completed by the tenant, not mandatory),
- Consent Forms: HUD-9887 and HUD-9887-A (all household members 18 or over)
- Student Status Certification and/or Verification (*if applicable*),
- EIV Income Report
- Third-party verifications, *including documentation*, in the following order:
 - Affidavit of Income and Expenses (if applicable), if the household claims no recurring source of income, applicable 3rd party verifications should be included and documentation regarding any Hardship Exemption.
 - Income, Assets, and Deductions
- Disposition of Assets,
- Annual Acknowledgment of Head of Household's receipt of:
 - Resident Rights and Responsibilities Brochure, form HUD 9887/9887-A Fact Sheet, the Fact Sheet for HUD Assisted Residents – Project Based Section 8 (Appendix 14), form HUD-1141 "Is Fraud Worth It?" and "EIV and You" brochure
- Recertification notices,
 - Initial Notice (Annually), First Notice (120 day), and Second and Third Notices (if applicable).

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Section #2: PRIOR Year Recertification #1

- Same order as the Recertification Information noted above.

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Section #3: PRIOR Year Recertification #2

- Same order as the Recertification Information noted above.

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Section #4:

- EIV Income Discrepancy reports and any documentation to support EIV Income Discrepancy resolutions; including repayment amounts and dates collected.

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Section #5:

- Late Rent Notices and Payment/Repayment Plans and all associated documents (including payment amounts and dates collected)

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Section #6:

- Correspondence with the tenant(s).

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Section #7:

- Annual Inspections

BOTTOM

NOTE: The "Original Move-in File" is to be retained as is on the left side of the file; it is not considered a "Prior Year" regarding long-term record retention. Recertification information regarding prior years three and older can be rotated out; please refer to paragraph "C. Long-Term Tenant Files" below.

RETENTION OF DOCUMENTS - TENANT FILES

Other Files That Need to Be Maintained

A. Move-Out Files:

The current tenant file information, original move-in information, and prior two recertifications will become the move-out file when tenant vacates. In addition to the above items, move-out files must contain:

1. Copy of the intent to vacate notice received from the tenant (if not received note to file accordingly).
2. Move-out inspection report (if resident not present/refuses to participate note to file accordingly).
3. Copy of the security deposit disposition notice provided to the tenant.
4. Documents supporting retaining all or a portion of the security deposit.
5. Special claims and supporting documentation (if applicable).
6. After the tenant has moved-out you need to retain their entire file for three full calendar years.
7. Move-out files can be maintained in a separate master file and made available during on-site Reviews.

B. Application Reject Files:

1. Application.
2. Documentation supporting the reason(s) for rejection, such as screening information from previous landlords, personal references, credit reports, criminal activity, failure to declare citizenship or provide social security numbers, and refusal to sign consent forms.
3. Copy of the written notice of rejection sent to the applicant.
4. Any information, letters and documentation regarding appeals by applicants.
5. Final disposition regarding any appeal.
6. After final disposition has occurred retain the information (file) for three full calendar years.
7. Application rejection files can be maintained in a separate master file and made available during on-site Reviews.

C. Long-Term Tenant Files:

1. Affects those tenants who are in residency more than three years.
2. When the Prior year #2, as noted above in Recertification Information, Section #5, becomes the Prior #3 it can be rotated out and placed into long-term file storage.

Please reference HUD Handbook 4350.3 REV-1, paragraph 5-23, page 5-64, **Record-Keeping Procedures** for additional information.



U. S. Department of Housing and Urban Development
Public and Indian Housing

Special Attention of:

Tribes; Tribally
Designated Housing Entities;
and ONAP Administrators

Notice PIH 2011-49 (TDHEs)

Issued: August 26, 2011

Expires: August 31, 2012

Cross Reference(s):
24 CFR PART 1000
PIH Notice 2010-36
PIH Notice 2009-30
PIH Notice 2008-32

Subject: Extension – Recipient Inspection of Housing Units Assisted under the Native American Housing Assistance and Self Determination Act of 1996 (NAHASDA) and Those Assisted Under the United States Housing Act of 1937.

1. **Purpose.** This Notice extends for another year Notice PIH 2010-36 (TDHEs), same subject, which will expire on August 31, 2011, for another year until August 31, 2012.
2. **Background.** NAHASDA (Section 403(b)) requires recipients to conduct on-site inspections of housing assisted under the Act. Inspections are to be conducted on-site at least annually to determine compliance with applicable requirements which includes maintenance of assisted housing (Section 203(b) and (e)). The results of each review are to be included in the performance report submitted annually per Section 404 of NAHASDA.
3. **Paperwork Reduction Act.** The information collection requirements contained in this Notice have been approved by the Office of Management and Budget (OMB) under the Paperwork Reduction Act of 1995 (44 U.S. C. 3501-3520) and assigned OMB Control number 2577-0218. In accordance with the Paperwork Reduction Act, HUD may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a currently valid OMB control number.

/s/

Sandra B. Henriquez, Assistant Secretary
for Public and Indian Housing

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RECIPIENT NAME:	<u>Regulatory/ Statutory Citation</u>	<u>Other Tools</u>	<u>W/P Pg.</u>	<u>Remarks</u>
I. Purpose				
The purpose of the occupancy review is to ensure the recipient complies with the requirements of Sections 203 and 207 of NAHASDA and its own policies and procedures.	NAHASDA, Sections 203 & 207 24 CFR 1000.104 thru 110			
II. Pre-Visit Preparation				
<p>A. If available, review the following documents as they pertain to occupancy:</p> <ol style="list-style-type: none"> 1. Most recent IHP, approved IHP amendments, IHP amendments in process 2. Recipient's policies and procedures (see section III for review instructions) 3. Previous monitoring findings and corrective actions status for findings 4. Previous self-monitoring report(s) 5. Previous 2 CFR Part 200 and OIG audit findings, work papers, and management plan status for findings 6. Previous and current enforcement actions 7. Valid complaints 8. Relevant correspondence 	<p>NAHASDA, Section 203(d)</p> <p>24 CFR 1000.526</p>			
III. On-Site Review				
A. All Programs (including homeownership, rental, tenant-based rental assistance, down payment assistance, emergency assistance, etc.)				

RECIPIENT NAME:	<u>Regulatory/ Statutory Citation</u>	<u>Other Tools</u>	<u>W/P Pg.</u>	<u>Remarks</u>
1. Identify sampling of multiple program occupancy records.				
2. Review the sampling methods in the General Instructions for Monitoring Plans.	24 CFR 1000.503			
3. Review the identified files for adequacy, accuracy, and completeness.				
<p>a. <u>Low-income families</u>. Using the attached Tenant Files Review Form or the Occupancy Review Form, determine if the participating families were low income at the time they entered into the program.</p> <p>NOTE: It is up to the reviewer to select the most appropriate form for reviewing occupant files. The Tenant Files Review Form is good when the tribe/TDHE's files are program-based and the Occupancy Review Form is good for occupant-based filing systems.</p>	NAHASDA, Sec. 205(a)(1)(A) – (D)	<p>Tenant Files Review Form</p> <p>Occupancy Review Form</p>		
(1) Do the files have supporting documentation verifying income?				

RECIPIENT NAME:	<u>Regulatory/ Statutory Citation</u>	<u>Other Tools</u>	<u>W/P Pg.</u>	<u>Remarks</u>
(2) Do the files have supporting documentation verifying income prior to providing emergency housing assistance?				
(3) Does the tribe/TDHE's Admissions and Occupancy Policy state that families can continue to participate in the program if they subsequently become non low-income?				
b. <u>Non low-income families.</u> If participating families are not low-income, do the files contain documentation that verify:	24 CFR 1000.110	PIH 2014-02		
(1) The tribe/TDHE has determined there is a need for housing for those families that cannot be reasonably met without the assistance?				
(i) Has the tribe/TDHE used less than 10% of its annual grant amount to assist families with incomes within 80-100% of median?				

RECIPIENT NAME:	<u>Regulatory/ Statutory Citation</u>	<u>Other Tools</u>	<u>W/P Pg.</u>	<u>Remarks</u>
(ii) If the tribe/TDHE used more than 10% of its annual grant amount for families with incomes within 80 – 100% of median, did it obtain prior HUD approval?				
(iii) If the tribe/TDHE assisted families whose income is over 100% median, did it obtain prior HUD approval?				
c. <u>Other eligible families</u> . Do the files contain documentation that verify:	24 CFR 1000.110	PIH 2014-02		
(1) The tribe/TDHE has determined and documented clearly that the presence of the family on the reservation or Indian area:	NAHASDA, Sec. 201(b)(3)			
(i) Is essential to the well-being of Indian families, and				
(ii) The need for housing cannot be reasonably be met without IHBG assistance?				

RECIPIENT NAME:	<u>Regulatory/ Statutory Citation</u>	<u>Other Tools</u>	<u>W/P Pg.</u>	<u>Remarks</u>
(iii) Does the tribe/TDHE have a definition for “essential” families in its Admissions and Occupancy Policy?				
(2) If the participant is a law enforcement officer:	NAHASDA, Sec. 201(b)(4)			
(i) Is the participant employed full time as a law enforcement officer?				
(ii) As a full-time enforcement officer, is he/she sworn to uphold the law and make arrests?				
(iii) Has the tribe/TDHE determined that the law enforcement officer’s presence may deter crime?				
4. Review participant selection practices.	NAHASDA, Section 207(b)			
a. Review recent selections to ensure they are in accordance with selection procedures.				

RECIPIENT NAME:	<u>Regulatory/ Statutory Citation</u>	<u>Other Tools</u>	<u>W/P Pg.</u>	<u>Remarks</u>
b. Review minutes from the Board of Commissioners' meetings to ensure compliance with selection policies and procedures.				
c. Determine if Native American status is verified.	NAHASDA, Section 201(b) 24 CFR 1000.104			
d. Review the requirements regarding conflicts of interest to determine if the recipient:				
(1) has included conflict of interest provisions in its policy(s),	2 CFR 200.308(c)(1) 24 CFR 1000.30			
(2) is notifying HUD:				
(a) if a person who participates in the decision-making process or who gains inside information with regards to NAHASDA is provided housing-related services	24 CFR 1000.30(b)			
(b) of the nature of the assistance to be provided and the basis for selection of the person, and	24 CFR 1000.30(c)			

RECIPIENT NAME:	<u>Regulatory/ Statutory Citation</u>	<u>Other Tools</u>	<u>W/P Pg.</u>	<u>Remarks</u>
(c) is making public disclosure.	24 CFR 1000.30(c)			
B. Homeownership and Rental Programs	NAHASDA, Section 203(a)			
<p>1. Using the tenant file sample and the Tenant Files Review Form or the Occupancy Review Form, review homebuyer and rent payments to determine if the practices comply with the tribe/TDHE's policies, NAHASDA, and regulations for computing payments and establishing rents.</p> <p>NOTE: It is up to the reviewer to select the most appropriate form for reviewing occupant files. The Tenant Files Review Form is good when the tribe/TDHE's files are program-based and the Occupancy Review Form is good for occupant-based filing systems.</p>	24 CFR 1000.124 24 CFR 1000.126 24 CFR 1000.130 24 CFR 1000.132	Tenant Files Review Form Occupancy Review Form		
2. Review income eligibility verifications, using the Tenant Files Review Form or Occupancy Review Form to determine:				
a. If the tenant or homebuyer is income eligible at the time they entered into the program.	24 CFR 1000.128(a) 24 CFR 1000.146			

RECIPIENT NAME:	<u>Regulatory/ Statutory Citation</u>	<u>Other Tools</u>	<u>W/P Pg.</u>	<u>Remarks</u>
b. If re-certifications are performed, if required.	24 CFR 1000.128(b)			
c. That third-party verification is obtained.				
d. That practices are consistent with the recipient's policies.				
3. Review lease and homeownership agreements to determine if they comply with the IHBG regulations.	NAHASDA, Section 207(a) and (b)			
a. Do they contain unreasonable terms and conditions?	NAHASDA, Section 207(a)(1)			
b. Do they require the recipient to maintain housing in compliance with applicable housing codes and quality standards?	NAHASDA, Section 207(a)(2)			
c. Do they require the recipient to give the period of time established by tribal or local law for written notice of termination of the lease?	NAHASDA, Section 207(a)(3)			
d. Do they state that a resident has the opportunity to examine any relevant documents, records, or regulations directly related to their eviction or termination prior to any hearing or trial?	NAHASDA, Section 207(a)(4)			

RECIPIENT NAME:	<u>Regulatory/ Statutory Citation</u>	<u>Other Tools</u>	<u>W/P Pg.</u>	<u>Remarks</u>
e. Do they note that the recipient may not terminate the tenancy, during the term of the lease, except for serious or repeated violations of the terms or conditions of the lease, violation of	NAHASDA, Section 207(a)(5)			
Federal, State, tribal, or local law, or for other good cause?				
f. Do they provide for the recipient to terminate the tenancy of a resident for any activity the resident, a member of the household, or any guest or other person under the control of the resident may be engaged in that:	NAHASDA, Section 207(a)(6)			
(1) threatens the health or safety of, or right to peaceful enjoyment of the premises by, other residents or the recipient's employees;	NAHASDA, Section 207(a)(6)(A)			

RECIPIENT NAME:	<u>Regulatory/ Statutory Citation</u>	<u>Other Tools</u>	<u>W/P Pg.</u>	<u>Remarks</u>
(2) threatens the health or safety of, or right to peaceful enjoyment of the premises by, persons residing in the immediate vicinity of the premises; or	NAHASDA, Section 207(a)(6)(B)			
(3) includes criminal activity (including drug-related criminal activity) on or off the premises?	NAHASDA, Section 207(a)(6)(C)			
C. Tenant Accounts Receivable (TARs)				
<p>1. Identify the current dollar amount and percentage of total TARs.</p> <p>NOTE. The TARs percentage equals the total TARs divided by the total tenant revenue due, including rent and other charges.</p> <p>NOTE: High TARs is not a violation of the statute or regulations; therefore, a finding cannot be made in this monitoring area. Instead, high TARs would be a concern.</p>				

RECIPIENT NAME:	<u>Regulatory/ Statutory Citation</u>	<u>Other Tools</u>	<u>W/P Pg.</u>	<u>Remarks</u>										
<p>2. Using the rating scale below, is the recipient's TARs percentage poor or very poor? If yes, this is a concern.</p> <table border="1" data-bbox="96 496 684 688"> <thead> <tr> <th>TARs Percentage</th> <th>TARs Rating Scale</th> </tr> </thead> <tbody> <tr> <td>0% - 9%</td> <td>Very good</td> </tr> <tr> <td>10% -24%</td> <td>Fair</td> </tr> <tr> <td>25% - 49%</td> <td>Poor</td> </tr> <tr> <td>50% and higher</td> <td>Very poor</td> </tr> </tbody> </table>	TARs Percentage	TARs Rating Scale	0% - 9%	Very good	10% -24%	Fair	25% - 49%	Poor	50% and higher	Very poor				
TARs Percentage	TARs Rating Scale													
0% - 9%	Very good													
10% -24%	Fair													
25% - 49%	Poor													
50% and higher	Very poor													
<p>3. Is the recipient abiding by its Occupancy Policy when it comes to:</p>														
<p>a. Rent collection?</p>														
<p>b. Repayment plans?</p>														
<p>c. Eviction for non-payment of rent?</p>														
<p>4. Does the recipient initiate counseling when a tenant begins to lag in rental payments?</p>														
<p>D. Down Payment Assistance</p>														
<p>1. If the recipient has a downpayment assistance program. If so:</p>	<p>24 CFR 207(b)</p>													

RECIPIENT NAME:	<u>Regulatory/ Statutory Citation</u>	<u>Other Tools</u>	<u>W/P Pg.</u>	<u>Remarks</u>
a. Does the recipient have policies that address the requirements for this type of assistance?				
b. Does the recipient have an application process and select recipients from a waiting list?				
2. Select a sample of recipients and determine whether the recipients are eligible (low-income, Native American family). (Review the sampling methods in the General Instructions.)	24 CFR 1000.104			

RECIPIENT NAME:	<u>Regulatory/ Statutory Citation</u>	<u>Other Tools</u>	<u>W/P Pg.</u>	<u>Remarks</u>
a. Did the recipient determine whether the home being purchased was within TDC limits?	24 CFR 1000.158(c)			
b. Is there documentation to demonstrate that there are no lead-based paint issues?		PIH Notice 98-54 (HA)		
c. Is there a binding agreement to ensure that the home remains affordable for a period of time? (A lien on property is also appropriate.)	24 CFR 1000.142 24 CFR 1000.144			
IV. Summary				
A. Summarize the results of the review in a work paper. B. Discuss significant issues with staff. C. Develop findings, including questioned costs and corrective actions, as appropriate. D. Develop concerns because they could lead to a violation E. Develop report language, including any findings and concerns. F. If there are any major issues identified in this review and the recipient has approval to invest, determine if a withdrawal of investment authority should be recommended.				

Reviewer Name:	
Review Date(s):	

Recipient: _____

Family Name: _____

1. Date of Application _____

Place on Waiting List _____

2. Type of Assistance: _____

3. If possible, take photo of assisted housing.

Date of photo: _____

Does the File Document:	Yes	No	N/A	Comments
4. Native family, with proof of enrollment or other documentation on file? Or if the family was not Native, is there documentation for the essential to the well-being of the community?				
4. Annual income at time of application:	\$			
5. Family size at time of application:				
6. Number of bedrooms:				
7. Income limit for family size at time of application.	\$			
8. Is applicant eligible?				
9. Selection in accordance with place on wait list?				
10. Amount of assistance/purchase price:	\$			

Does the File Document:	Yes	No	N/A	Comments
11. Assistance/price within TDC limit?				
12. Signed contract for assistance?				Date application was received:
13. Recorded useful life agreement?				
14. Insurance equal to the amount of assistance?				
15. Pre-occupancy inspection documented?				Date conducted:
16. Post-occupancy inspection conducted?				Date conducted:
17. Inspection conducted in accordance with maintenance or inspection standards?				
18. Lead-based paint?				
19. Counseling provided to the family?				
20. Is applicant current on payments, if required?				
21. Does there appear to be a conflict of interest?				
22. Was ONAP notified of conflict of interest?				
23. Other: Relocation				
24. Other: Non low income 80-100%. Is the amount of assistance pro-rated?				
25. Other: ERR				

Does the File Document:	Yes	No	N/A	Comments
26. Other:				
27. Other:				

Reviewed by: _____

Date: _____

I. DOWN PAYMENT ASSISTANCE PROGRAM

W/Pf	Occupant	Date of Application	Proof of Enrollment	Annual Income @ Time of Appl.	Family Size @ Time of Appl.	Income Limit	Difference	Eligible?	# of Bedrooms	Purchase Price	Price within TDC?	Verified Check Issued to Mortgage Co.?	Date of Assistance	Lead-Based Paint?	Useful Life Agreement	Insurance?	Comments

II. REHABILITATION ASSISTANCE PROGRAM

W/P	Occupant	Date of Application	Proof of Enrollment	Annual Income @ Time of Application	Family Size @ Time of Application	Income Limit	Difference	Eligible?	Date of Assistance	Useful Life Agreement	Comments

III. RENTAL ASSISTANCE PROGRAM

W/P	Occupant	Date of Application	Proof of Enrollment	Annual Income @ Time of Application	Family Size @ Time of Application	Income Limit	Difference	Eligible @ Time of Entrance?	Adequate Income Verification?	Number of Bedrooms	Rent Calculation (30% or less)	Date of Assistance	Comments

IV. HOMEOWNERSHIP PROGRAM

W/P	Occupant	Date of Application	Proof of Enrollment	Annual Income @ Time of Application	Family Size @ Time of Application	Adequate Income Verification?	Income Limit @ Time of Application	Difference	Eligible @ Time of Entrance?	Number of Bedrooms	Payment Calculation (30% or less - 15% if MH)	Date of Assistance	Comments

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RECIPIENT NAME:	<u>Regulatory/ Statutory Citation</u>	<u>Other Tools</u>	<u>Ref. Pg.</u>	<u>Remarks</u>
Indian Community Development Block Grant (ICDBG)				
ICDBG promotes the development of viable Indian and Alaska Native communities, including the creation of decent housing, suitable living environments, and economic opportunities primarily for persons with low and moderate incomes, as defined in 24 CFR 1003.4. All grant funds awarded in accordance with the annual Notice of Funding Availability (NOFA) are subject to the requirements of 24 CFR 1003.	24 CFR Part 1003	ICDBG NOFA for the year the grant was funded, grant agreement.		
There are two types of ICDBG awards:				
<ul style="list-style-type: none"> • <u>single-purpose grants</u> are awarded on a competitive basis, following the NOFA criteria for submission and rating of application. 	24 CFR Part 1003, Subpart D			
<ul style="list-style-type: none"> • <u>imminent threat (IT) grants</u> are not funded on a competitive basis and do not have to be funded by the NOFA deadline. IT grants are funded on a “first come, first serve” basis, and are intended to alleviate or remove threats to health or safety that require an immediate solution. 	24 CFR Part 1003, Subpart E			

RECIPIENT NAME:	<u>Regulatory/ Statutory Citation</u>	<u>Other Tools</u>	<u>Ref. Pg.</u>	<u>Remarks</u>
I. Purpose				
<p>A. The purpose of this review is to determine whether the recipient (grantee) has:</p> <ol style="list-style-type: none"> 1. Complied with the requirements of the ICDBG regulations, the grant agreement, and other applicable laws and regulations; 2. Carried out its activities substantially, as described in its application; 3. Made substantial progress in carrying out its approved program; 4. A continuing capacity to carry out the approved activities in a timely manner; and 5. The capacity to undertake additional activities funded under ICDBG. 	24 CFR 1003.700			

RECIPIENT NAME:	<u>Regulatory/ Statutory Citation</u>	<u>Other Tools</u>	<u>Ref. Pg.</u>	<u>Remarks</u>
II. Pre-Visit Preparation				
<p>A. If available, review the following documents:</p> <ol style="list-style-type: none"> 1. Previous monitoring findings and corrective actions status for findings 2. Previous financial and OIG audits, work papers and management plan status for findings 3. Previous and current enforcement actions 4. Valid complaints 5. Relevant correspondence 	24 CFR Part 1003			
B. Also, review:				
<ol style="list-style-type: none"> 1. The ICDBG NOFA, including the General Section, for the funding year of the grant being reviewed. <p>2003 NOFA: http://archives.hud.gov/funding/2003/other/icdbg.pdf</p> <p>2004 NOFA: http://edocket.access.gpo.gov/2004/04-22576.htm</p> <p>2005 NOFA: http://archives.hud.gov/funding/2005/grpicdbg.cfm</p> <p>2006 NOFA: http://archives.hud.gov/funding/2006/grpicdbg.cfm</p> <p>2007 NOFA: http://archives.hud.gov/funding/2007/grpicdbg.cfm</p>				

RECIPIENT NAME:	<u>Regulatory/ Statutory Citation</u>	<u>Other Tools</u>	<u>Ref. Pg.</u>	<u>Remarks</u>
<p>2008 NOFA: http://archives.hud.gov/funding/2008/grpicdbg.cfm</p> <p>2009 NOFA: http://archives.hud.gov/funding/2009/grpicdbg.cfm</p> <p>2010 NOFA: http://archives.hud.gov/funding/2010/grpicdbg.cfm</p> <p>2011 NOFA: http://archives.hud.gov/funding/2011/grpicdbg.cfm</p> <p>2012 NOFA: http://portal.hud.gov/hudportal/documents/huddoc?id=2012icdbgnofa.pdf</p> <p>2013 NOFA http://portal.hud.gov/hudportal/HUD?src=/program_offices/administration/grants/fundsavail/nofa13/icdbg</p> <p>2014 NOFA http://portal.hud.gov/hudportal/HUD?src=/program_offices/administration/grants/fundsavail/nofa14/icdbg</p> <p>2015 Mold NOFA http://portal.hud.gov/hudportal/HUD?src=/program_offices/administration/grants/fundsavail/nofa2015/icdbgmold</p> <p>2015 NOFA http://nwiha.org/wp-content/uploads/2015/09/FY-2015-ICDBG-NOFA-Changes-9.21.15-2.pdf</p> <p>2016 NOFA https://www.hud.gov/sites/documents/2016ICDBG-NOFA.PDF</p>				

RECIPIENT NAME:	<u>Regulatory/ Statutory Citation</u>	<u>Other Tools</u>	<u>Ref. Pg.</u>	<u>Remarks</u>
2017 NOFA https://www.hud.gov/sites/documents/2017ICDBG_NOFA_MOD.PDF				
2. ICDBG program files for reports submitted, i.e., Annual Status and Evaluation Reports, SF-425s, Logic Model reports (HUD-96010) on outputs and outcomes (required for grants funded in FY 2010 and 2011), Contract and Subcontract Activity Reports (HUD-2516).	24 CFR 1003.506(a) and (b)	Program Guidance 2002-14 (Recipients) Program Guidance 2010-02		
3. The funded application:				
a. Develop a list of HUD-funded activities;				
b. Review the Code of Conduct submitted as part of the application;				
c. Review the HUD-4125, Implementation Schedule, approved by ONAP and any amendments;				
d. Determine if the grant has been amended;	24 CFR 1003.305			

RECIPIENT NAME:	<u>Regulatory/ Statutory Citation</u>	<u>Other Tools</u>	<u>Ref. Pg.</u>	<u>Remarks</u>
e. Review the Cost Summary, form HUD 4123, approved by ONAP;				
f. Review the closeout report (if submitted)	24 CFR 1003.508			
g. Identify projects that have achieved close out, subject to audit status in the last 5 years				
III. On-Site Review				
A. Review the sampling methods in the General Instructions and select sample files.				
B. For the following areas, use the monitoring plans specific to those areas:				
1. Procurement and Contract Administration				
2. Relocation (if applicable)				
3. Lead-Based Paint (if applicable)				
4. Subrecipient Agreements		Subrecipient Agreement Monitoring Plan		
5. Environmental Review				

RECIPIENT NAME:	<u>Regulatory/ Statutory Citation</u>	<u>Other Tools</u>	<u>Ref. Pg.</u>	<u>Remarks</u>
C. Compliance with approved application:	24 CFR 1003.700(b)(1)			
1. Review the list of activities for compliance with the approved ICDBG grant application.				
2. Verify that the activities approved in the grant are the same activities undertaken by the recipient.				
3. If the activities are not the same and an amendment was not approved by HUD, contact the staff. This may be a finding.				
4. Request and review financial system expenditure reports for each project.		Form HUD-4123		
a. Compare the expenditure totals to the amounts reported on Form HUD-4123.				
b. Select a sample of expenditures and request supporting documentation for those transactions.				
c. Are financial expenditures consistent with planned expenditures on the Cost Summary?				

RECIPIENT NAME:	<u>Regulatory/ Statutory Citation</u>	<u>Other Tools</u>	<u>Ref. Pg.</u>	<u>Remarks</u>
5. If the application was awarded points under rating factor 4 for leveraging, have leveraged funds been expended in an amount and method stated in the application?		ICDBG NOFA, Factor 4		
a. If not, have funds been set aside by the recipient for expenditure?				
b. Are leveraged funds (for economic development projects only) spent on a pro-rata basis with grant funds?		ICDBG NOFA, Program-related threshold for economic development projects		
c. Are leveraged funds for projects (other than economic development) being expended for the project?				
d. If leveraging consists of in-kind services, is there documentation to track the in-kind?				
6. If the recipient is utilizing force account, was HUD approval received prior to beginning construction? Is force account work consistent with the program requirements?	24 CFR 1003.509			

RECIPIENT NAME:	<u>Regulatory/ Statutory Citation</u>	<u>Other Tools</u>	<u>Ref. Pg.</u>	<u>Remarks</u>
7. Review citizen participation documents to ensure there is consistency with what was submitted in the application and the program requirements.	24 CFR 1003.604			
8. If the project funded was for housing rehabilitation:				
a. Is the recipient adhering to HUD required cost limits in the ICDBG NOFA?		ICDBG NOFA, Program and Project Specific Requirements		
b. Does the recipient have rehabilitation standards and rehabilitation policies that have been adopted, as required by the ICDBG NOFA?		ICDBG NOFA, Program-Related Threshold Requirements		
9. If the project funded was for Land Acquisition for Housing, is the recipient in compliance with the ICDBG NOFA requirement regarding the provision of a financial commitment for the project?		ICDBG NOFA, Program and Project Specific Requirements		
10. If the project funded was for new housing construction, is the recipient in compliance with the following ICDBG NOFA program-related thresholds?		ICDBG NOFA Program-Related Thresholds		

RECIPIENT NAME:	<u>Regulatory/ Statutory Citation</u>	<u>Other Tools</u>	<u>Ref. Pg.</u>	<u>Remarks</u>
a. Is the project being implemented by a Community Based Development Organization?				
b. Does the recipient have in effect, adopted construction standards?				
11. If the project funded was for a public facility and improvement project and the ICDBG application said the recipient was assuming responsibilities for operation and maintenance of the facility:		ICDBG NOFA, Factor 3		
a. Did the recipient adopt a maintenance and operation plan? If so, is the recipient complying with the policy?				
b. Does the policy meet the ICDBG NOFA requirements for rating factor 3?				
c. If the application indicated that the recipient was committing funds for the maintenance and operation of the facility, have the funds been used as stated in the application?				

RECIPIENT NAME:	<u>Regulatory/ Statutory Citation</u>	<u>Other Tools</u>	<u>Ref. Pg.</u>	<u>Remarks</u>
D. Program Progress				
1. Regarding the required Implementation Schedule:	24 CFR 1003.700	Form HUD-4125		
a. Are the activities listed on the HUD-4125 the same as the activities undertaken?				
b. Is the actual progress consistent with the HUD-4125?				
c. Should the recipient revise its HUD-4125?				
2. Regarding the required Logic Model, for grants awarded in FY 2010 or later:	24 CFR 1003.506(a)	ICDBG NOFA, Factor 5		
a. Did the recipient submit the required Logic Model at the same time as the ASER?				
b. Did the recipient receive a waiver of the Logic Model electronic submission requirement?				
1. If yes, did the recipient submit a paper copy of the Logic Model?				

RECIPIENT NAME:	<u>Regulatory/ Statutory Citation</u>	<u>Other Tools</u>	<u>Ref. Pg.</u>	<u>Remarks</u>
c. Did the recipient report on the progress made in achieving outputs and outcomes in its Logic Model?		ICDBG NOFA, Reporting		
d. Is progress consistent with projections described in the application and Implementation Schedule?				
e. If the ICDBG-funded project has been completed, did the recipient submit a Logic Model that identified the final outputs and outcomes?		Rating Factor 5		
3. Did the Area Office receive the completed Contract and Subcontract Activity Report (HUD-2516) by October 10 th of each year?	24 CFR 1003.506(b)			
a. If yes, did the report provide the required information on contacting and subcontracting activities during the fiscal year?				
IV. Summary				
A. Summarize the compliance review sections to include: 1. Compliance with requirements				

RECIPIENT NAME:	<u>Regulatory/ Statutory Citation</u>	<u>Other Tools</u>	<u>Ref. Pg.</u>	<u>Remarks</u>
<p>2. Violations of the applicable statutes and regulations</p> <p>3. Issues that should be noted as a concern because they could lead to a violation</p> <p>4. Significant accomplishments and/or best practices</p> <p>B. Develop report language, including any findings and concerns.</p>				

Reviewer Name:	
Review Date(s):	

RECIPIENT NAME:	<u>Regulatory/ Statutory Citation</u>	<u>Other Tools</u>	<u>Ref. Pg.</u>	<u>Remarks</u>
Rural Housing and Economic Development/Rural Innovation Fund (RHED/RIF)				
I. Purpose				
<p>The purpose of the review is to determine whether the grantee has complied with the requirements of the RHED/RIF NOFA, the grant agreement, and other applicable laws and regulations.</p> <p>In FY 2010, RHED was replaced by the Rural Innovation Fund. HUD has established three categories of funding within the Rural Innovation Fund (RIF):</p> <p>1. Single Purpose Grants: These projects identify a single area of need within a given rural area and propose specific activities to address that need.</p> <p>2. Comprehensive Purpose Grants: These projects have deeply examined the social, economic and housing needs and resources of a given rural area and propose a multi-pronged approach to address these multifaceted needs in a comprehensive manner.</p> <p>3. Economic Development and Entrepreneurship for Federally Recognized Indian Tribes: These projects enable Indian tribes to promote economic development and entrepreneurship.</p>	2 CFR Part 200	RHED/RIF NOFA for year grant funded, grant agreement		

RECIPIENT NAME:	<u>Regulatory/ Statutory Citation</u>	<u>Other Tools</u>	<u>Ref. Pg.</u>	<u>Remarks</u>
II. Pre-Visit Preparation				
<p>A. If available, review the following documents:</p> <ol style="list-style-type: none"> 1. Previous monitoring findings and corrective actions status for findings 2. Previous financial and OIG audits, work papers, and management plan status for findings 3. Previous and current enforcement actions 4. Valid complaints 5. Relevant correspondence 				
<p>B. Also, review:</p>				
<ol style="list-style-type: none"> 1. RHED/RIF NOFA, including the General Section, for the funding year of the grant being reviewed. <p>2003 NOFA: http://archives.hud.gov/funding/2003/grprural.cfm</p> <p>2004 NOFA: http://www.novoco.com/low_income_housing/resource_files/hud_data/FedReg_042304.pdf</p> <p>2005 NOFA: http://archives.hud.gov/funding/2005/grprhed.cfm</p> <p>2006 NOFA: http://archives.hud.gov/funding/2006/grprhed.cfm</p>				

RECIPIENT NAME:	<u>Regulatory/ Statutory Citation</u>	<u>Other Tools</u>	<u>Ref. Pg.</u>	<u>Remarks</u>
<p>2007 NOFA: http://archives.hud.gov/funding/2007/grprhed.cfm 2008 NOFA: http://edocket.access.gpo.gov/2008/E8-9273.htm 2009 NOFA: http://archives.hud.gov/funding/2009/grprhed.cfm 2010 Rural Innovation Fund NOFA: http://www.hud.gov/offices/adm/grants/nofa10/rural-innov.cfm</p>				
<p>2. RHED/RIF program files for reports submitted; i.e., Progress Reports, SF-269s, SF-271s or SF-424As, SF-425s, as applicable, and Logic Model.</p>				
<p>3. The funded application:</p>				
<p>a. Develop a list of HUD-funded activities;</p>				
<p>b. Review the Code of Conduct submitted by the recipient as part of the application;</p>				
<p>c. Review the approved Implementation Schedule and any amendments;</p>		Form HUD-4125		
<p>d. Determine if the grant has been amended; and</p>				

RECIPIENT NAME:	<u>Regulatory/ Statutory Citation</u>	<u>Other Tools</u>	<u>Ref. Pg.</u>	<u>Remarks</u>
e. Review the Project Budget		Form HUD 424-CB		
4. Develop any additional review criteria based on the NOFA.				
III. On-Site Review				
A. Review the sampling methods in the General Instructions and select a sample of files to review.				
B. Not all regulations applicable to RHED/RIF are included in the monitoring plans. For a complete list, review the grant agreement.		RHED/RIF Grant Agreement		
C. For the following areas, use the monitoring plans specific to those areas:				
1. Procurement and Contract Administration				
2. Relocation (if applicable)				
3. Environmental Review under Part 50				
D. Program Progress				
(NOTE: Progress reports are due to be submitted every 6 months after effective date of grant agreement. Report dates are identified in grant approval letter.)	2 CFR 200.327 2 CFR 200.328	RHED/RIF NOFA, requirements for Logic Model		

RECIPIENT NAME:	<u>Regulatory/ Statutory Citation</u>	<u>Other Tools</u>	<u>Ref. Pg.</u>	<u>Remarks</u>
1. Are recipient reports submitted in a timely manner, as required?		RHED/RIF NOFA, Reporting		
2. Does the Logic Model report on progress in meeting planned outputs and outcomes identified in the grant application?				
3. Is actual progress consistent with that reported?				
E. Request and review financial system expenditure reports for each project.				
1. Compare the expenditure totals to the amounts reported in the latest status report.				
2. Select a sample of expenditures and request supporting documentation for those transactions.				
F. Do actual activities undertaken meet the eligibility requirements in the NOFA?		RHED/RIF NOFA		
G. Leveraging		RHED/RIF NOFA, rating factor 4		
1. If the application was awarded points under rating factor 4 for leveraging, have leveraged funds been expended in the amount stated in the application?				

RECIPIENT NAME:	<u>Regulatory/ Statutory Citation</u>	<u>Other Tools</u>	<u>Ref. Pg.</u>	<u>Remarks</u>
a. If not, have funds been set aside for expenditure?				
b. If leveraging consists of in-kind services, is there documentation to track the in-kind?				
H. Grant Term				
(NOTE: The term of an RHED/RIF grant is no more than 36 months from the date the grant agreement is signed by HUD, unless the grant is extended in writing by HUD - up to an additional 12 months).				
1. Were planned activities approved within the grant term?				
2. If work is under way, does it appear that the work will be completed within the grant term or will an extension be required?				
I. Grant Closeout				
1. Within 90 days of project completion, the recipient must submit:				
a. A certification of project completion				
b. A certification of compliance with grant requirements				

RECIPIENT NAME:	<u>Regulatory/ Statutory Citation</u>	<u>Other Tools</u>	<u>Ref. Pg.</u>	<u>Remarks</u>
c. A breakdown and certification of project costs				
d. A final performance report				
2. Were grant closeout documents submitted when required?				
3. Were closeout documents complete?				
IV. Summary				
<p>A. Summarize the compliance review sections to include:</p> <ol style="list-style-type: none"> 1. Compliance with requirements 2. Violations of the applicable statutes and regulations 3. Issues that should be noted as a concern because they could lead to a violation 4. Significant accomplishments and/or best practices <p>B. Develop report language including any findings and concerns.</p>				

Reviewer Name:	
Review Date(s):	

RECIPIENT NAME:	<u>Regulatory/ Statutory Citation</u>	<u>Other Tools</u>	<u>Ref. Pg.</u>	<u>Remarks</u>
Resident Opportunity and Self-Sufficiency Program (ROSS)				
I. Purpose				
The purpose of this review is to ensure that the program requirements are operating efficiently and effectively.	2 CFR Part 200	ROSS NOFA for year grant funded, grant agreement,		
II. Pre-Visit Preparation				
<p>A. If available, review the following documents:</p> <ol style="list-style-type: none"> 1. Previous monitoring findings and corrective actions status for findings 2. Previous financial and OIG audits, work papers, and management plan status for findings 3. Previous and current enforcement actions 4. Valid complaints 5. Relevant correspondence 				

RECIPIENT NAME:	<u>Regulatory/ Statutory Citation</u>	<u>Other Tools</u>	<u>Ref. Pg.</u>	<u>Remarks</u>
<p>B. Also, review:</p> <p>1. ROSS NOFA, including the General Section, for the funding year of the grant being reviewed.</p> <p>2003 NOFA: http://archives.hud.gov/funding/2003/grpross.cfm 2004 NOFA: http://archives.hud.gov/funding/2004/grpross.cfm 2005 NOFA: http://archives.hud.gov/funding/2005/grpross.cfm 2006 NOFA: http://archives.hud.gov/funding/2006/grpross.cfm 2007 NOFA: http://archives.hud.gov/funding/2007/grpross.cfm 2008 NOFA: http://archives.hud.gov/funding/2008/grpross.cfm 2009 NOFA: http://archives.hud.gov/funding/2009/grpross.cfm 2010 NOFA: http://www.hud.gov/offices/adm/grants/nofa10/grpros-sc.cfm and http://www.hud.gov/offices/adm/grants/nofa10/ross-sc.pdf 2011 NOFA: http://archives.hud.gov/funding/2011/grpphfs.cfm and http://archives.hud.gov/funding/2011/grpross-sc.cfm 2012 NOFA: http://archives.hud.gov/funding/2012/grpross-sc.cfm</p>				

RECIPIENT NAME:	<u>Regulatory/ Statutory Citation</u>	<u>Other Tools</u>	<u>Ref. Pg.</u>	<u>Remarks</u>
<p>2013 NOFA http://portal.hud.gov/hudportal/documents/huddoc?id=2013ross-sc-nofa.pdf</p> <p>2014 NOFA http://portal.hud.gov/hudportal/HUD?src=/program_of_fices/administration/grants/fundsavail/nofa14/ross-sc</p> <p>2015 NOFA http://portal.hud.gov/hudportal/HUD?src=/program_of_fices/administration/grants/fundsavail/nofa2015/ross-sc</p> <p>2016 NOFA https://www.hud.gov/sites/documents/2016ROSSNOFA.PDF</p>				
<p>2. ROSS program files for reports submitted and/or accepted in application:</p>				
<p>a. Work Plan</p>		Form HUD-52764		
<p>b. Logic Model</p>		Form HUD-96010		
<p>c. Budget Detail</p>		Form HUD-424 CB		
<p>d. Budget Detail Worksheet</p>		Form HUD-424 CBW		
<p>e. Semi-annual reports (Logic Model and 269A and narratives, if submitted)</p>		Grant Agreement Subarticle F		
<p>3. The funded application:</p>				

RECIPIENT NAME:	<u>Regulatory/ Statutory Citation</u>	<u>Other Tools</u>	<u>Ref. Pg.</u>	<u>Remarks</u>
a. Review the Logic Model and develop a list of HUD-funded activities.				
(1) Review the grant agreement for any changes to identified activities				
(2) Review the Work Plan to determine if the activities have changed from time of application and amendments have been finalized at time of grant award.				
b. Review the Code of Conduct submitted by the recipient as part of the application;				
c. Review the Work Plan and Logic Model for the time schedule for the activities;				
d. Determine if the grant has been amended (see Grant Agreement for amendment requirements);		ROSS Grant Agreement		
e. Review the Budget Detail and Budget Detail Worksheet.				
4. Develop any additional review criteria based on the NOFA.				

RECIPIENT NAME:	<u>Regulatory/ Statutory Citation</u>	<u>Other Tools</u>	<u>Ref. Pg.</u>	<u>Remarks</u>
III. On-Site Review				
A. Review the sampling methods in the General Instructions and select a sample of files to review.				
B. For the following areas, use the monitoring plans specific to those areas:				
1. Procurement and Contract Administration				
2. Environmental Review Requirements				
C. Program Progress				
(NOTE: Progress reports are due every 6 months after effective date of grant agreement (July 30 and Jan 31). Reports must meet the requirements of 2 CFR Part 200, as applicable, as well as NOFA requirements for submission of a Logic Model (optional).)	2 CFR Part 200	ROSS NOFA requirements for the Logic Model and 269A		
1. Review Logic Model and Work Plan				
2. Are recipient reports submitted in a timely manner, as required?		ROSS NOFA, Reporting		
3. Is actual progress consistent with that reported?				

RECIPIENT NAME:	<u>Regulatory/ Statutory Citation</u>	<u>Other Tools</u>	<u>Ref. Pg.</u>	<u>Remarks</u>
D. Request and review financial system expenditure reports for each project.				
1. Compare the expenditure totals to the amounts reported in the latest status report.				
2. Select a sample of expenditures and request supporting documentation for those transactions.				
E. Eligibility of Activities				
1. Do the actual activities undertaken meet the eligibility requirements in the NOFA?				
2. Are the activities consistent with those approved in the Grant Agreement?				
F. Leveraging				
1. If the application was awarded points under rating factor 4 for leveraging:		ROSS NOFA, rating factor 4		
a. Review the Budget Detail Worksheet to determine if the final one approved at time of grant execution is different than the one in the application package.		Form HUD-424 CBW		
b. Have leveraged funds been expended in the amount stated in the application?				

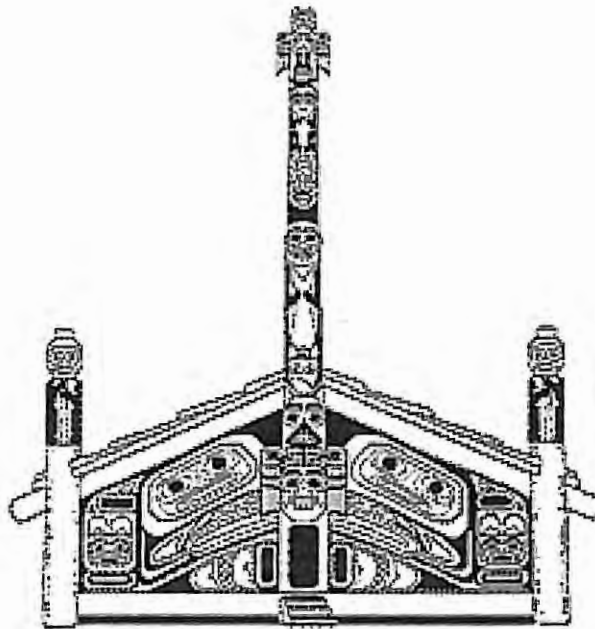
RECIPIENT NAME:	<u>Regulatory/ Statutory Citation</u>	<u>Other Tools</u>	<u>Ref. Pg.</u>	<u>Remarks</u>
c. If not, have funds been set aside for expenditure?				
d. If leveraging consists of in-kind services, is there documentation to track the in-kind?				
<p>G. Grant Term</p> <p>(NOTE: The term of a ROSS grant is no more than 3 years from the date the grant agreement is signed by HUD, unless the grant is extended in writing by HUD – up to an additional 6 months).</p>				
1. Were planned activities approved within the grant term? If work is under way, does it appear that work will be completed within the grant term or will an extension be required?				
H. Grant Closeout				
1. Within 90 days of project completion, the recipient must submit:				
a. A certification (statement by grantee) of project completion				
b. A certification (statement by grantee) of compliance with the grant requirements				

RECIPIENT NAME:	<u>Regulatory/ Statutory Citation</u>	<u>Other Tools</u>	<u>Ref. Pg.</u>	<u>Remarks</u>
c. A breakdown and certification of project costs (for 2007 grantees, this will be a cumulative summary of expenditures and will indicate the balance of unexpended funds)		Final Form SF-425		
d. A final performance report				
2. Were grant closeout documents submitted when required?				
3. Were closeout documents complete?				
IV. Summary				
A. Summarize the results of the review in a work paper. B. Discuss significant issues with staff. C. Develop findings, including questioned costs and corrective actions, as appropriate. D. Develop concerns because they could lead to a violation E. Develop report language, including any findings and concerns. F. If there are any major issues identified in this review and the recipient has approval to invest, determine if a withdrawal of investment authority should be recommended.				

Reviewer Name:	
Review Date(s):	

Sample Admissions and Occupancy Policies

Housing Management Policy
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1. General Provisions

1.1 Primary Objectives

- a. to assist and promote affordable housing activities to develop, maintain, and operate affordable housing in safe and healthy environments on Indian reservations and in other Indian areas for occupancy by low-income Indian families;
- b. to ensure better access to private mortgage markets for Indian tribes and their members and to promote self-sufficiency of Indian tribes and their members;
- c. to coordinate activities to provide housing for Indian tribes and their members with Federal, State, and local activities to further economic and community development for Indian tribes and their members;
- d. to plan for and integrate infrastructure resources for Indian tribes with housing development for tribes; and
- e. to promote the development of private capital markets in Indian country and to allow such markets to operate and grow, thereby benefiting Indian communities.

1.2 Purpose of Policy

- a. To provide guidelines enabling the I ■ staff to administer the programs consistently and fairly;
- b. To provide training and orientation for newly hired staff;
- c. To provide answers to program questions beyond the scope of the Federal Regulations; and
- d. To educate Housing Department clients and the public of the basis for Housing Department decisions.

1.3 Scope of Policy

This policy pertains to the following programs in accordance with:

- a. The Home Buy-Down Program, by which assistance is provided to families to obtain loans from private lenders to purchase homes;
- b. The Home Repair Program, by which a family is provided funds to repair their privately-owned home or rented home;
- c. Elder Housing Program, by which housing assistance is provided to elders 62 years of age or older for establishing residency in the I ■ Elder Complex;

- d. Elder Home Repair Program, by which AI/AN elders 62 years of age or older are provided funds to repair their privately-owned home or rented home; and
- e. Affordable Month-to-Month Rental Program, by which housing assistance is provided for establishing residency in the [REDACTED] rental housing units.

1.4 Policy Adoption

The Housing Management Policy is adopted by, and may only be amended by, the [REDACTED] Tribal Council.

1.5 Policy Interpretation

If any provision of this Housing Management Policy conflicts with any federal regulation and/or statute governing the administration of funding for a specific program, the regulation or statute shall prevail. If any provision of this policy conflicts with any Agreement or contract between a family and the [REDACTED], or between any other service provider and the [REDACTED], the Agreement or contract shall prevail.

2. Eligibility

Note: Any [REDACTED] Council Member or Housing Management staff person who is a relative of any applicant shall be excused from any decision-making role in the selection process. In addition, the Housing Director and/or the Operations Manager will review all selection determinations.

2.1 Conflict of Interest

- a. Conflict of interest provisions apply to anyone who participates in the [REDACTED] Housing ([REDACTED]) decision-making process or who gains inside information with regard to assisted activities. Such individuals are [REDACTED] management or administrative staff, members of the [REDACTED] Tribal Council, relevant tribal directors or their staff, or an immediate relative or business associate of any of the individuals listed above and who are selected to receive assistance through any of the [REDACTED] Housing Programs. For the purpose of this policy, an immediate relative is any child, spouse, sibling, parent-in-law, son-in-law, daughter-in-law, grandparent, grandchild, mother, father, or other regular household member.
- b. References include the Department of Housing and Urban Development (HUD) NAHASDA regulations contained in section 201(b), 203(d), 207(b) and 408, 24 CFR 1000.30-1000.36. Accordingly, the housing authority must publicly disclose when a conflict of interest exists and report the conflict to HUD or appropriate agency and disclose it to the public as required by regulation.
- c. The [REDACTED] shall require all applications for service or to provide service to disclose any personal, family or business relationships with the Housing Authority/Tribe or staff. If a conflict is

determined to potentially exist, then [REDACTED] shall make public disclosure of the nature of the assistance to be provided and the specific basis for the selection of that person. The disclosure shall be in the form of a Statement of Potential Conflict of Interest Form to be posted in a location proximately accessible to the public. The Ketchikan Indian Community Housing Authority shall provide HUD with a copy of the disclosure before assistance is provided to that person. If any such person receiving assistance is also not considered eligible for the program assistance than HUD approval will be acquired prior to proceeding with the assistance.

- d. Specifically, [REDACTED] shall post the statement of Potential Conflict of Interest notice in a place accessible to the public within the [REDACTED] Housing Authority/Tribe office or within a relevant field or Tribal office. Public comments must be received at the [REDACTED] office within ten (10) calendar days of the initial date of the posting of the form. When calculating the specific number of days, the day of the beginning action (initial date of posting) and the day of the ending action (final posting date) shall be counted. All conflict of interest comments must be sealed in an envelope addressed as: "[REDACTED] Conflict of Interest Comment." Comments that are received will be reviewed by the Housing Director and the Housing Committee at the next regularly scheduled committee meeting. The [REDACTED] Housing Authority will not consider any comments received after the end of this ten (10) day comment period.

2.2 Family Composition

Housing assistance is provided to eligible families. A family can consist of any of the following:

- a. single persons who are otherwise eligible;
- b. an elderly family whose head or spouse meets the following definition:
 - (1) 62 years of age or older; or
 - (2) is a disabled or handicapped person.
- c. two or more persons who will live regularly together in the same home, and whose income and resources are available to meet the family's needs, with the following clarifications:
 - (1) There can also be other unrelated persons living in the household, such as foster children; if it is determined the home will not be overcrowded.
 - (2) Persons residing with a family to permit the employment of a sole wage earner, or solely because the person is essential to the care of a family member, shall not be considered a family member when determining eligibility.

- d. the remaining member of a Tenant family;
- e. a person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized under Federal disaster relief laws.
- f. the family must contain at least one member who is legally able to sign an Agreement with the ■ (either 18 years of age or older or an emancipated minor).

2.3 Indian Families (IHBG-funded Programs)

2.3.1 Definition

Indian families are defined as families who have one or more family members (minors or adults) who are members of a federally recognized tribe.

2.3.2 Eligibility

Generally speaking, only Indian families are eligible for housing funded through the Indian Housing Block Grant (IHBG) program. Non-Indian applicants may be eligible provided that the Tribe has determined that the presence of the family is essential to the well-being of Indian families, and that the need for housing for the family cannot reasonably be met except under this program.

2.4 Income Limitations

■ is mandated to serve the housing needs of low-income families. Therefore, to be eligible the family's annual income must meet the requirements set out as follows:

2.4.1 Maximum income

Except as provided below, the family's annual income, as defined, cannot exceed the applicable income limits for admission established by the Federal Regulations. The highest income limit for all areas served by the ■ shall be used for all families applying for ■ programs.

2.4.2 Exception to maximum income limit (IHBG-funded Programs Only)

■ may, without ONAP approval, use IHBG funds to assist an over-income family if:

- a. there is a need for housing that cannot reasonably be met without using IHBG funds, and
- b. assisting the family would not result in more than 10% of the IHBG being used to assist over-income families, and
- c. the over-income family's income does not exceed 100% of the median income per ■'s adopted income limits.

2.4.3 Pro-rating assistance for over income families (IHBG-funded Programs Only)

Families who are over-income as described above cannot receive the same assistance as low-income families. Therefore, housing payments must be prorated by dividing the income of the over-income family by the income of a low-income family of the same size (according to the income limit schedule), and multiplying the result times the payment the low-income family would be paying.

2.4.4 Minimum income

Families must have sufficient income to make monthly housing payments, utility payments, and perform maintenance of the home. Except as provided below, to be eligible the family's income must equal or exceed the minimum income requirements as established in I's adopted income limits.

2.4.5 Exception to minimum income requirement

An exception to the minimum income requirement may be made upon approval by the Housing Director if the family can provide documentation that the family is not fully dependent upon their income to meet their needs because of the availability of subsistence food sources and/or similar factors. will place a value on these additional sources that will be added to the family's income before determining eligibility.

2.4.6 Ongoing source of income

In addition to meeting maximum income limits, applicants must verify that their source of income is reliable and will be ongoing.

2.4.7 Estimating income

If it is not feasible to anticipate a level of income over a 12-month period, the income anticipated for a shorter period may be annualized, subject to a re-determination at the end of the shorter period.

2.4.8 Definition of "income"

Any of the following definitions can be used to determine income for either eligibility or payment-determination purposes. The definition shall be used that is most advantageous to the family.

- a. Section 8 Definition. "Annual Income" as defined for HUD's Section 8 programs 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
- b. Census Definition. Annual Income as reported under the Census long-form for the most recent available decennial Census. This definition includes:
 - (1) wages, salaries, tips, commissions, etc.
 - (2) self-employment income;

- (3) farm self-employment income;
 - (4) interest, dividends, net rental income, or income from estates or trusts;
 - (5) Social Security or railroad retirement;
 - (6) supplemental security income, aid to families with dependent children; or other public assistance or public welfare programs;
 - (7) retirement, survivor, or disability pensions;
 - (8) any other source of income received regularly, including Veterans (VA) payments, unemployment compensation, and alimony; or
- c. IRS Definition. Adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 series for individual Federal Income Tax purposes.

2.5 Suitability Criteria for Admission

To be eligible for any housing program, applicants must be able to comply with program requirements. A family will not be admitted whose conduct in present or prior housing is likely to diminish the health, safety, welfare, or quiet enjoyment of other tenants, or is likely to adversely affect the project environment, the physical condition of the home or neighborhood, or the Housing Department's financial ability to operate the program and enforce tenant obligations without undue burden. Past habits and practices with respect to housing occupancy will be assessed to determine eligibility. Disqualifying factors include:

2.5.1 Outstanding debts

No family will be admitted who has an outstanding debt with any publicly funded or subsidized landlord or authority, or to any utility company that would prohibit the family from obtaining utility services. To be considered for eligibility the family must repay the debt in full or have a current repayment agreement with the landlord. (Debts to private landlords will be considered also, but do not automatically preclude eligibility).

2.5.2 Fraud

No family will be admitted whose head of household or spouse has committed fraud as a participant or applicant in any housing program administered by the Housing Department, or other publicly funded housing program.

2.5.3 Drug-related criminal activity

No family will be admitted who has a member with a history of engaging in drug-related criminal activity as defined in the Glossary.

Only violations committed within the previous two years will be counted.

2.5.4 History of violence



No family will be admitted who has a member who has a history of engaging in violent criminal activity as defined in the Glossary. Only violations committed within the previous two years will be counted, except for violations related to firearms, sexual misconduct, or misconduct with minors.

2.5.5 Principle place of residence

The family must agree that the home to be provided by the [redacted] shall be their principle place of residence. Ownership of a second home will make the family ineligible unless the home is used for one of the following purposes:

- a. the second home is located in a different community and is necessary for the family's livelihood. All income associated with the rental of this home must be included in determining both eligibility and monthly payments;
- b. the second home is used for cultural purposes, such as subsistence activities.

2.6 Factors and Information to Be Assessed

Eligibility will be determined by reviewing such factors as previous occupancy with the [redacted], landlord references, inspection reports, information from neighbors and persons with relevant knowledge of habits and practices, credit reports, and criminal background checks.

2.6.1 Unfavorable Information

If unfavorable information is received, I [redacted] will consider the time, nature, and extent of the past occurrence and the reasonable probability of future unfavorable performance. Such factors as the length of time since the last occurrence of such activities, the seriousness of the conduct, and the record of rehabilitation efforts on behalf of the family members will be taken into consideration.

- a. In determining eligibility the following factors also shall apply:
 - (1) a home ownership participant who has given up his/her home shall be ineligible for two (2) years;
 - (2) any participant abandoning his/her home shall be ineligible for two (2) years;
 - (3) any participants evicted for non-payment shall not be eligible until arrears are paid in full.

- b. No family will be denied admission solely because of an association with an unsuitable person who will not reside in the unit.

2.7 Notification of Determination

All families will be notified of the ■'s eligibility determination according to the application procedures described in this policy.

3. Application Process

This section sets out procedures for obtaining and verifying information from applicant families for purposes of determining whether they meet the conditions of eligibility for participation.

3.1 Application

3.1.1 Open process

An applicant can apply for all programs administered by the I ■. Unless the wait list is closed, applications will be accepted from all families seeking participation in the programs. Applicants who are currently being assisted through a ■ program may be required to terminate their participation in an existing program before they can be assisted in another program.

3.1.2 Applicant responsibilities

The application constitutes the basic record of each family applying for participation. Therefore, each applicant will be required to supply the information requested on the application form and sign the application, attesting to the information provided. Applicants placed on the wait list are required to respond to any update requests as a condition of remaining on the wait list and as a condition of admission.

3.1.3 Application file

The application will be date-stamped when received which establishes the order in which it will be listed on the wait list. The applications, together with all other material relating to the family's eligibility, preference ranking, and similar documents, is maintained in an active file classified as "Applicants Apparently Eligible Pending Verification".

3.2 Eligibility Determination

The Housing Department makes reasonable efforts to determine the suitability of a family for admission. Review of family eligibility may include, but is not limited to, assessment of previous occupancy with the Housing Department, references from previous landlords, tenants, or persons with relevant knowledge, credit reports, and criminal background checks. Unless immediate housing can be provided, no verification of information will be done during the initial application phase. Applicants are therefore determined "apparently eligible" based on the information provided in the application. However, not more than sixty (60) days prior to move-in, all eligibility criteria will be verified and documented upon which basis the final eligibility determination shall be made.

*Preliminary***3.2.1 Family determined eligible**

If an applicant is determined eligible but the Housing Department has no openings, the family will be determined “apparently eligible” and placed on the appropriate wait list. Written notice of the placement and the approximate date that an opening may occur, if such date can be reasonably determined, will be provided to the family.

3.2.2 Determination and notice of ineligibility

If during the application phase or subsequent verification process the [redacted] determines that the applicant is ineligible, the applicant will be given prompt written notice of the determination. The notice shall state the reasons for ineligibility. The notice shall inform the applicant of any other programs for which the applicant may be eligible and advise the applicant of the right to request an informal hearing according to the [redacted] Grievance Policy.

3.2.3 Records to be maintained – ineligible applicants

The application, together with sufficient information as to the reasons for the determination, is maintained in a file of “Ineligible Applications”. The [redacted] shall retain for three (3) years the original application, notification letter, any applicant response, and any record of informal hearing and final disposition.

3.2.4 Other applicant rights

The procedures set forth in this section do not preclude any applicant from exercising rights, which may be available to the applicant under applicable nondiscrimination laws.

3.3 Wait List

A wait list for each program will be maintained by preference and date and time of application, sorted by bedroom or family size, whichever is appropriate for the program. All program wait lists will be maintained independent of each other.

3.3.1 Purging the wait list

[redacted] may periodically update the pool of active applications for any program by requiring all persons on the wait list to respond to a mailing requesting affirmative response and update by the applicant. Failure of an applicant to respond as requested will result in their application being removed from the wait list.

3.3.2 Suspending the taking of new applications

If the number of families on any wait list is such that there is no reasonable prospect that additional applicants could be assisted within the next year, the Department may suspend the taking of additional applications in any category affected. However, the Housing Department may not refuse to accept an application from an otherwise eligible applicant who claims a preference unless it is determined that:

- a. there is already an adequate pool of applicants on the wait list who are likely to qualify for a preference; and,

- b. based upon the anticipated turnover of housing units, it is unlikely that the applicant in question will be offered a housing unit before the other applicants on the list.

3.4 Security Deposit

All families participating in any [REDACTED] Affordable Housing Program shall be required to pay a security deposit on or before entering into a rental agreement. The amount of the security deposit shall be specified in the rental agreement.

4. Selection Process

4.1 General Provisions

In the event of an opening in the [REDACTED] Housing Program, selection of families proceeds in such a manner as to:

- a. give preference in the selection of certain applicant families as specified in this policy;
- b. preclude admission of applicants whose habits and practices reasonably may be expected to have a detrimental effect on the participants or the project environment by established records of any of the following:
 - (1) non-payment of rightful obligations,
 - (2) imperil to health, safety, or morals of neighbors,
 - (3) destruction of property,
 - (4) disregard for rules of occupancy and rights of others.

4.2 Order of Selection

Vacancies are filled in the order the family appears on the wait list for the program in which the opening occurs.

4.3 Selection from Wait List

The vacancy will be filled by selecting applicants from the wait list as described in this section.

4.3.1 Order of selection - general guidelines

- a. Elderly families, as defined, will receive preference for housing units designated for the elderly, if any;
- b. Families with one or more persons with a disability will receive a preference for housing units with special accessibility features, if any; (note: the need for a modified unit will be based on the information provided in the application. The [REDACTED] will not

determine the need for a modified unit based on visual contact. Verification of the need for a modified unit will be required.)

- c. Discrimination is prohibited;
- d. Families are to be selected in the order as they appear on the wait list, as determined from a preference point system; and
- e. Families must be selected from the top of the preference list;

4.3.2 Order of selection

As described above, families will be selected from the wait list by the preference point system established by the █.

4.3.3 Assigning Preferences

For various programs, the █ HA may assign special preferences to all applicants for whom the █ HA has decided a special preference is warranted. For example, preference may be granted to elderly families for the Home Repair Program. In each instance, each applicant will be given a preference ranking and will be placed on the appropriate wait list according to their ranking. Families with the same ranking will be selected according to date and time of application.

4.3.4 Two-step qualification process

If a preference is to be considered for a particular housing program, to qualify for a selection preference an applicant follows a two-step process:

- a. Certification: Applicants claim a preference when they apply for assistance and certify that they qualify for one or more of the preferences. This certification will generally be accepted unless █ HA verifies that the applicant is not qualified.
- b. Final verification: Before any Agreement is executed, the applicant shall provide information needed for █ HA to verify the applicant's preference qualification, based upon the applicant's current status. The applicant's current status determines admission, without regard to the applicant's previous qualifications or eligibility. █ HA may require applicants to re-verify their status at any time prior to granting assistance, if a substantial time has elapsed or █ HA has reasonable grounds to believe that the applicant no longer qualifies for preference.

4.4 Non-discrimination

With the exception of the Indian preference requirements, all families will be selected without regard to race, color, creed, religion, national origin, gender, handicap, disability or family status. No person will be excluded from participation in, or denied the benefits of, the program because of membership in a class or group, such as unmarried mothers or recipients of public assistance.

4.5 Assignment of Units – Rental Housing

To avoid overcrowding, █ HA matches family size to the bedroom size of homes in accordance with the following occupancy standards. Such standards may be waived when necessary to achieve or maintain full occupancy, or to respect the local cultural practices and traditions.

4.5.1 Occupancy standards

Bedrooms	Minimum Persons	Maximum Persons
1	1	3
2	2	5
3	3	7
4	4	9
5	5	11

4.5.2 Extenuating circumstances

- a. If there are no homes in the █ HA inventory of a size for which the family qualifies, the family will be eligible for next size unit available. For example, if the █ HA only has three and four-bedroom units, a two-person (two-bedroom) family will be eligible for a three-bedroom home.
- b. Families with medical reasons can be provided an extra bedroom.
- c. Possible growth of young families will be considered in assigning homes.
- d. Families who have a history of housing foster children will be given a larger home.

4.5.3 Notification of Families

After the Department determines that a home is available and makes the initial selection in accordance with this policy, the family selected shall be notified promptly of the vacancy and the approximate date the home will be ready for occupancy. The family will also be given a period of time, not to exceed thirty days, to provide all information necessary to complete the application and admission process.

4.5.4 Failure to respond or participate

If the selected family does not respond to the Department's notification of a vacancy or does not provide the necessary information within the required time, the applicant will be removed from the wait list and the █ HA shall proceed to select the next eligible family.

4.5.5 Rejection of offer

Applicants who reject two offers of selection will be removed from the wait list, except that the following circumstances will not count as

rejections:

- a. the applicant is unable to accept assistance at the time of the offer and presents clear substantiating evidence, for example, a doctor verification that the applicant is physically unable to relocate at the time required;
- b. accepting the offer would result in verified undue hardship to the applicant, such as temporary or seasonal employment, participation in education, and similar situations.

5. Certification Process

To assure that all families meet the eligibility requirements for continued participation in certain programs, and that such families are paying the appropriate required monthly payments, family composition and income are to be periodically reexamined and re-determined for certain programs in accordance with this policy. Families are required to provide full cooperation in this process.

5.1 Initial Certification

Prior to receiving assistance, all families must certify their income and family status through an initial certification process.

5.1.1 Verification

The head of household and spouse are required to execute a Release of Information form which authorizes any depository or private source of income, or any Federal, State, local or Tribal agency to furnish or release to █ HA such information is determined to be necessary. The use or disclosure of information obtained from a family or from another source pursuant to this release shall be limited to purposes directly connected with the administration of the program for which the family has applied. Applicants and tenants shall be required to furnish proof of their statements to reasonably assure occurrence.



All income shall be verified at the time of admission or annual re-examination.

5.1.2 Determination of Payments

For those programs requiring a monthly payment, the family's monthly payment shall be 30% of monthly adjusted income, as defined, plus tax.

5.2 Annual Reexamination

Reexaminations for all families participating in the housing programs are conducted at least once every twelve (12) months.

5.2.1 Scheduling

Annual reexaminations are normally scheduled 30-60 days before the anniversary date of the agreement. When the reexamination is due, the family will be notified by letter of the date and time of the appointment.

The family will be requested to provide information necessary for recertification prior to the time of the appointment.

5.2.2 Adjustments

After eligibility and income have been determined, any adjustments in the monthly payment required by this section shall be made.

5.2.3 Interim reexamination

Determinations of eligibility and changes in the required monthly payment may be made between annual reviews, if warranted, pursuant to this section.

5.2.4 Income presumed if family fails to provide information

If a family's monthly payment cannot be determined due to failure to recertify eligibility or supply information in a timely manner, the payment will be automatically calculated based on the maximum income limits for a family of that size and shall be effective on the recertification date.

5.3 Special Reexaminations

If at the time of admission to the program or reexamination it is not possible to estimate adjusted income for the next twelve (12) month period with reasonable accuracy because of unemployment and no anticipated prospects of employment, or conditions of employment or receipt of income is so unstable as to render inaccurate the usual and normal standards for determination, a special reexamination may be scheduled for a specified time depending upon the HA's estimate of the time required for the family circumstances to stabilize.

5.3.1 Continuance of special reexamination process

If at the time of special reexamination it is still not possible to make a reasonable estimate of adjusted income, special reexaminations may continue to be scheduled and conducted up until it is possible to make a reasonable estimate of family income.

5.3.2 Projecting income

If at the time of admission to the program, reexamination, or special reexamination, it is not possible to reasonably estimate adjusted income for the next twelve (12) month period, the family's rate of Income, based on the income which the family is expected to receive from the date of the current examination to the date of the next examination shall be projected for a twelve-month period even though it is anticipated that income may fluctuate substantially, and even though another annual or special reexamination is scheduled. The monthly payment remains in effect until the next annual review or interim re-determination.

5.3.3 Zero or indeterminate income

If at the time of admission or annual review a family reports no or indeterminate income, the lack of income shall be appropriately documented. The family shall be required to re-verify their income situation on a monthly basis until such time as an accurate determination of

income can be documented. If it is felt the family is not cooperating, the HA may use the income reported on the prior year's tax return.

5.4 Interim Reexamination

5.4.1 Reporting changes

In addition to submitting information required at the time of annual or special reexamination, families shall report to the department the following changes in family circumstances, within ten (10) days:

- a. changes affecting family composition: loss or addition of any family member through marriage, death, divorce, birth, adoption, or any other circumstances,
- b. changes affecting income: increases or decreases in income as a result of changes in family composition, employment, benefits, or any other reason.

5.4.2 Procedure

Upon receipt of a report of a change in family composition or income, HA shall perform an interim re-determination of adjusted income as appropriate, and the monthly payment will be adjusted as follows:

- a. increases in required monthly payments between periodic reexaminations are effective the first day of the second calendar month following the month in which the changed circumstance occurred;
- b. decreases in required monthly payments between periodic reexaminations are effective the first day of the month following the month during which the changed circumstance was verified.

5.5 Adjustments Due to Errors

In the case of error or mistake, HA will adjust the Required Monthly Payments in a manner designed to discourage misrepresentation and to encourage diligent family and HA action.

5.5.1 Retroactive adjustments

Adjustments to required monthly payments shall be retroactive to the first day of the rent period affected when there is:

- a. an error due to mistake or misrepresentation by the family, where the corrected determination results in increased rent;
- b. a good faith error which, when corrected, results in decreased rent.

5.5.2 Prospective adjustment

An adjustment in monthly payment shall be effective the first day of the second month following the date an error is found if the error was not the fault of the family and the corrected determination results in increased rent.

5.5.3 Department errors

█ will not calculate retroactive increases if an income change was reported in a timely manner with sufficient verification provided and the Department failed to make the appropriate adjustment. The term "error" does not include an estimate or projection of adjusted income due to fluctuations or lack of information which is made in accordance with this policy, but which turns out to be inaccurate.

5.6 Procedure for Reexamination**5.6.1 Tenant Worksheet**

The head of household shall complete a *Personal Declaration Form* and any additional forms required prior to the reexamination, and shall provide the information required for █ HA to determine family composition and annual income.

5.6.2 Notice of Changes

At least thirty (30) days prior to the anniversary date of the agreement or the effective date of any changes in monthly payments, the family will be notified in writing concerning their eligibility status and any changes in monthly payments and any amounts owing as a result of mistake or inaction on the part of the family.

5.6.3 False information

Upon determination by the Department that data supplied by the family is false, misleading, or contains a material omission, the Department may terminate the agreement or adjust the required monthly payment retroactively.

5.7 Failure to Report Income Changes

If it is found at the time of reexamination or otherwise that the family failed to report changes in family circumstances as they occurred and that such changes would have required the family to pay a higher monthly payment, the Department shall collect the increased payment, including any accrued late charges, retroactive to the first of the month in which the changes occurred. Unless the Housing Director approves a payment agreement, as specified below, the amount shall be due and payable thirty (30) days from the date of the notice to the family specifying the amount owed.

5.8 Failure to Report with Extenuating Circumstances

The █ HA may allow a family who has failed to report income changes, to enter into a payment agreement under the following circumstances:

- a. the failure to report income changes was not an intentional misrepresentation of income;
- b. the family does not have the funds available to repay the debt;
- c. the debt is greater than the family's gross monthly income.

6. Leasing Process

An agreement must be entered into between [redacted] and tenant. The agreements shall be kept current and reflect the obligations of the participant family and [redacted] HA.

6.1 Execution of the Agreement

The head of household, considered renter throughout this policy, and the authorized [redacted] HA representative shall execute the agreement prior to taking possession of the housing unit. A copy of the agreement shall be given to the participant family and the original shall be filed in the permanent record folder established for the family.

6.2 Participant Family Change

If for any reason the original signer ceases to be an occupant, [redacted] HA will require execution of a new agreement with the remaining occupant. Income re-verification will also be required.

6.3 Amendments to Agreement

If the [redacted] HA desires to change, amend or waive any provision of the agreement with respect to any individual or group of homebuyers or tenants, an appropriate addendum or amendment shall be prepared, signed by the head of household and [redacted] HA's representative, and attached to and made part of the agreement.

6.4 Termination of Agreement

Termination of the agreement shall be in accordance with the terms of the agreement and applicable law. For terminations due to nonpayment or financial ineligibility, [redacted] HA has established specific procedures in Section 8. The general termination procedure for breach of the agreement for other reasons is stated below.

6.4.1 Notice of breach

When a breach of the agreement has been identified, [redacted] HA shall discuss the noncompliance with the tenant as well as providing the family with written notification identifying the breach, and giving the tenant an opportunity to identify any extenuating circumstances, and an opportunity to enter into a plan of action to correct the breach. If requested by the tenant, a plan of action shall be agreed upon specifying how the tenant will come into compliance, as well as any actions by [redacted] HA that may be appropriate and a deadline for the plan's completion. The plan of action will be signed by the [redacted] HA representative and the tenant.

6.4.2 Notice of termination

If the tenant fails to enter into a plan of action, or fails or refuses to comply with the plan of action, █ HA will issue a Notice of Termination, as provided in Section 8. The notice shall state the reasons for the termination, and will provide the family with an opportunity to file a grievance according to the Department's grievance policy. █ HA may require the tenant to attend a mandatory conference to discuss the noncompliance with the plan of action.

6.4.3 Notice to vacate

If the agreement terminates as a result of the family's failure to cure the noncompliance after a *Notice of Termination*, █ HA will issue a *Notice to Vacate*.

6.5 Incurable Breaches of Agreement

Certain breaches of the agreement are of a nature so serious and damaging to the project environment that █ HA is not required to offer a plan of action to the tenant prior to termination. These include, but are not limited to, the following:

- a. felonious criminal activity, such as drug-related criminal activity and crimes involving the abuse of minors;
- b. violent criminal activity, such as assault, use or threats of physical or deadly force; use, discharge, or assaultive display of weapons in and around the development; or threats of violence against █ personnel.

█ HA's maintenance of insurance to cover the kinds of risk areas described above shall in no way limit its right to take reasonable action to protect the project environment, neighboring families, and █ property.

6.6 "One Strike and You're Out"

Although the █ HA generally provides families with several opportunities to correct behaviors and actions that are in violation of their tenancies, all individuals have the right to live in peace and be free from fear, intimidation, and violence in █ HA housing. This is why the █ Housing Authority has adopted a "One Strike and You're Out" policy towards problem tenants and their families. Under this policy:

- a. Any serious criminal offense that threatens the well-being of the community or illegal drug-related activity committed by any member of the tenant's household may result in the tenant's eviction.
- b. Alcohol abuse will be subject to the same action if █ HA determines that such abuse interferes with the health, safety, or right to peaceful enjoyment of the premises by other tenants.
- c. Arrest and conviction are not necessary to trigger eviction. Evictions are civil, not criminal matters. █ HA does not have to meet the criminal standard of "proof beyond a reasonable doubt" in eviction proceedings. This

does not mean that tenants can be evicted only on the basis of a suspicion that they have engaged in prohibited activity.

- d. If the ■ HA settles an eviction case on the condition that a disruptive household member moves away, the individual thereafter will be considered a trespasser at the housing project and the entire household will be subject to eviction if the individual moves back in or visits without approval the ■ HA.
- e. Lease terminations and evictions will be preceded by notice and an opportunity for a hearing. Prior to the hearing, the ■ HA must provide the tenant with a chance to examine any relevant documents, records, or regulations directly related to the termination or eviction. This includes all criminal records that are the basis for termination or eviction.

6.7 Payment of Required Monthly Payments

All monthly payments shall be made according to the procedures stated in the ■ HA Collection Policy in Section 8.

6.8 Principal Residency Requirement

Throughout the term of the agreement, tenants and homebuyers 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, and it is not another ■ HA home. Any income derived from or as a result of the use of the home must be reported and included in annual income.

6.8.1 Prior notice and approval of absences

It is very important that the housing units not be left vacant for extended periods of time. Vacant units are prone to damage through vandalism and/or weather. In addition, as described above, the family must use the housing unit as their principle place of residence. Therefore, it shall be a violation of the program to leave a housing unit vacant for an extended period of time without obtaining prior approval from the ■ HA. An "extended period of time" shall be defined as exceeding thirty consecutive days. All absences exceeding thirty days, including an absence combined with occupancy by persons who are not authorized family members, requires prior written approval from the ■ HA. "Authorized Family Member" means:

- a. the family, as listed on the schedule to the agreement;
- b. children born to or adopted by members of such family after the date of the agreement, and foster children;
- c. persons providing live-in care of a member of the family; and
- d. aged or widowed parents of the head of household or spouse.

6.8.2 Abandonment

A family's absence from the home for a period exceeding thirty (30) days without prior notice to and approval from I ■ HA or a family's absence which exceeds seven days, but is shorter than 30 days, combined with failure to pay and failure to take appropriate steps to safeguard the home, may be deemed abandonment by I ■ HA - justifying immediate termination and repossession without court action.

6.9 Abandoned Property

Personal property removed from an abandoned unit will be stored for a period of not less than 30 days. Immediately upon storage of the property, the family will be notified by certified letter. If the letter is returned, or no mailing address is available, a notice will be placed in the local newspaper. If the property is not claimed during the thirty-day storage period, it will be disposed of at the discretion of the I ■ HA.

6.10 Pets

Under special circumstances pets may be allowed in certain housing units. For example, seeing-eye dogs or limited pet ownership may be allowable in elderly complexes. However, under no circumstances will ferrets or other pets that are determined hazardous to either the property or other residents be permitted.

7. Inspections

■ shall conduct inspections of each unit in accordance with I ■ HA Inspection Standards. All families are required under the agreements to participate in pre-occupancy, post occupancy, periodic, pre-move out and final move out inspections.

7.1 Special Inspections

I ■ HA has the right to make inspections of the unit with prior notification to the homebuyer or tenant if I ■ HA is informed that the interior and exterior of the unit may not be maintained in a decent, safe, and/or sanitary condition. Prior notification will be in written form notifying the Family with at least 24 hours' notice. No notice will be required in the event of an emergency situation that may result in serious damage to the unit or that may jeopardize the safety of the family.

7.2 Move-in Inspection.

Prior to or at the move in, the family and a representative of I ■ HA will conduct a move-in inspection. This inspection is performed to document the condition of the unit. The move-in inspection will be used to document the family's file and will be used for future reference, should the family or I ■ HA terminate the agreement.

7.3 Annual Inspections.

The family and/or his/her representative along with a ■ HA representative will conduct an annual inspection of the unit. The interior and exterior inspection will be conducted to ensure that the unit is being maintained in decent, safe, and sanitary condition. The inspection also will provide ■ HA with an insight for referral of the family to ■ HA's staff when a maintenance plan of action is required to correct identified deficiencies.

7.4 Move-Out Inspection.

The move-out inspection documents the condition of the unit at the time HA regains possession of the unit and will be conducted using the standards in the HA Inspection Standards. Any items needing repair/replacement or cleaning will be documented for the file. Any maintenance and replacement costs incurred by the to prepare the unit for the next occupant will be charged to the family.

8. Collections

The proper operation of the Homeownership and Rental Programs depends on the money generated by family payments. HA's policy is to take diligent action to collect past-due payments in a manner consistent with the goals of the program and the individual circumstances of each family. As used in this policy, the terms "homebuyers", "tenants" and "families" refer to the person(s) who signed the agreement.

8.1 Amount of Required Monthly Payment and Security Deposit

8.1.1 Monthly Payment

Each family will be informed of the amount of payment required, and the method used to determine what he/she will pay. The HA will ensure the family is aware of the obligation to make payments in accordance with the agreement. Payments will be made to the monthly (on the first of the month), semi-annually or annually depending on the family's source and frequency of income and the depending on the terms of the agreement with the .

8.1.2 Definition of Income for determining rent

Adjusted income means total family (annual) income less the following:

- a. \$480.00 deduction for each minor, full time student, or dependent adult who is dependent upon the family for support;
- b. Dependent care deduction – reasonable amounts paid when deemed necessary for head of household or spouse to be employed or for education:
 - (1) not to exceed employment income;
 - (2) reimbursement by outside agencies for dependent care is not excluded;
- c. Families may be allowed a deduction for excessive travel expenses for employment or for education, not to exceed \$25.00 per week;
- d. Handicapped assistance expense – deduction allowed if it is necessary to help head of household or spouse be employed;
- e. Medical expenses – deduction allowed is amount exceeds 3% of annual income (elder families only);
- f. \$400.00 deduction for elderly households.

8.2 Inability to Make Full Payment Due to Hardship

Although payments are calculated to be affordable, financial hardships can arise, such as death of a family member or loss of a job, where the family despite best efforts is unable to make full payment on the due date.

8.2.1 Conditions

HA's policy is to reasonably accommodate families suffering financial hardship, provided that the hardship is of a temporary nature, the family complies fully with all other requirements of the agreement, and the family communicates the problem to the HA in a timely manner.

8.2.2 Family to provide notice of problem

Families with a legitimate and justifiable inability to make the required payment on the due date must contact HA:

- a. to explain the circumstances,
- b. to request and describe the financial extension needed, and
- c. to make arrangements for entering into a written payment agreement, if the extension is needed for longer than 30 days. Partial monthly payments are generally required for payment agreements.

8.3 Partial Payment

Where financial hardship is suffered, families are required to make voluntary partial payments rather than pay nothing. Partial payments show the family's continued commitment to the agreement. Where partial payments are being made, HA will temporarily delay termination action if the family's payment history is good, it appears that the past-due balance will be repaid in the near future, and the family is complying with all other requirements of the agreement. If the inability to make full payments is expected to exceed 30 days, the family must promptly sign a written payment agreement, which states the reason for the extension or partial payment and specifies the date or dates on which payments will be made.

8.4 Payment Agreements

To maximize a family's compliance, achieve the goals of the housing program, and avoid evictions, families with delinquencies or a pattern of late or inconsistent payments must enter into a written plan of action. The plan of action is generally documented in a payment agreement, which specifies the plan for paying the family's debt. The following policies shall be followed:

8.4.1 Short term basis only

Payment agreements are made available to families in recognition of unavoidable or unexpected financial problems, and are intended to be of a temporary and short-term nature. Unless otherwise authorized by signature of the Housing Director or designee, the term of the payment agreement shall not exceed twelve months.

8.4.2 Requirements of payment agreement

The Payment Agreement shall provide:

- a. Minimum monthly payments shall be 1/12th of the amount owed, or \$25.00, whichever is greater. The minimum monthly payment amount may be reduced, in the Department's discretion, so that the monthly payment plus the family's total payment does not exceed 50% of the family's gross monthly income.
- b. The monthly payment shall be set at an amount which will result in the most prompt possible repayment and may be higher if the Department determines that the homebuyer or tenant can afford a higher payment. In no event shall a payment agreement exceed three years.
- c. Payment agreements shall be due and payable in the same manner as required monthly payments.

8.4.3 Signed document

The head of household must execute a payment agreement, and where the agreement requires financial commitments from other authorized occupants or family members, those occupants are also required to sign.

8.4.4 Application of payments

Payments made by a family with a payment agreement shall be made in the following order:

- a. current required monthly payment
- b. unpaid required monthly payments or other charges, which are past due and not included in a current payment agreement.
- c. repayment agreement

8.4.5 Breach of payment Agreement

Breach of the payment agreement authorizes termination of the payment agreement at the election of the Department upon notice to the family. Failure of the family to make two consecutive payments under the payment agreement will result in automatic termination of the payment agreement, without notice to the family. Breach of a payment agreement also authorizes termination of the homebuyer or rental agreement.

8.4.6 Reinstatement of payment Agreement

The Department may reinstate a terminated payment agreement upon appropriate payment and assurances from the homebuyer, in which case the termination shall not count against the family under the table provided below. After termination of a payment agreement, the Department may require the family to enter into a new payment agreement.

8.4.7 Restrictions where payment agreements have failed

For families who breached their last payment agreement, a substantial lump sum payment is required before a new payment agreement will be accepted. The minimum lump sum payment is a percentage of the balance due, determined by the following table:

Breached Agreements	Down Payment Required
1	25%
2	50%
3	75%
4	100%

Families who have breached four payment agreements during the term of their homebuyer or rental agreement must pay their balance in full and are not permitted to enter into another payment agreement. A lump sum payment will be required to correct the balance owed. Only the Housing Director, for good cause shown, may waive this restriction.

8.5 Permanent Loss of Eligibility

Permanent inability to meet the financial requirements of the homeownership, rental, or any other housing program, including the homeownership obligation to timely provide maintenance and replacements, results in termination from the program.

8.6 Collection of Delinquencies

HA applies the following guidelines in enforcing the financial obligations of the Homeownership and Affordable Housing Program in collecting delinquent payments:

8.6.1 Payment due dates

Payments are due on the first day of each month and are late on the 11th day of each month. On the 11th day of the month families who have missed their payment and who have not signed an approved payment agreement covering the breach shall be sent a *Reminder Notice*. The *Reminder Notice* shall state that the HA intends to terminate the agreement if the family does not respond within ten days of the date of the *Reminder Notice*.

8.6.2 Issuance of notice of delinquency

If after five days (the 16th of the month) the family has still not cured the breach or agreed to a written plan of action, HA is authorized to send a *Notice of Delinquency*, which shall state:

- a. any requirement by HA that the family execute a payment agreement;
- b. the homebuyer's opportunity to receive counseling assistance to assist in resolving the payment problem; and

- c. the amount owed.

8.6.3 Response to notice of delinquency

The family must respond to the *Notice of Delinquency* in accordance with the notice, by making payment acceptable to ■ HA, executing an approved payment agreement, or fully securing the debt by wage deduction agreement or other valid method.

8.6.4 Notice of termination

If after an additional 30 days (the 15th day of the second month after the delinquency arose) the family fails to respond to the *Notice of Delinquency*, ■ HA is authorized to send or serve *Notice of Termination*. Generally, an advisory copy of the notice will be sent to the Tribal Council, but such advisory notice is not required for the notice to be effective. Unless the family cures the breach, the agreement will terminate in accordance with the notice, which shall provide not less than 30 days for the family to respond to and cure the breach. The *Notice of Termination* will convey the following information:

- a. the reason for termination;
- b. that the family has 30 days, during which the family will be allowed to respond to the Department, in writing or in person, regarding the reason for termination;
- c. that, if responding in person, the family is allowed to be represented or accompanied by a person of his/her choice;
- d. that the Department may advise the local governing body concerning the termination;
- e. that if, 30 days of the date of the *Notice of Termination*, the family presents to the ■ HA assurances or evidence satisfactory to the ■ HA, the Department may rescind the *Notice of Termination*; and
- f. that unless there is a rescission per above the lease term and agreement will terminate on the 30th day after the date of the *Notice of Termination*.

8.7 Termination and Notice to Quit

If the agreement terminates as a result of the family's failure to cure the breach and respond to the notice within the time allowed, ■ HA is authorized to send final *Notice to Quit*. The *Notice to Quit* shall direct the household to vacate the home by a specific time and date, and shall notify the family that the Department may file a civil action in court to obtain eviction.

8.8 Referral to Legal Counsel

If the family fails to vacate the premises after termination of the agreement, the file will be referred to the ■ HA's attorney for appropriate action.

8.9 Collection of Legal Expenses Incurred in Enforcement

To the maximum extent feasible, it is [redacted]'s policy to recover legal expenses arising from noncompliance from the household which committed the breach. It is also [redacted]'s goal to resolve disputes before legal action or expense is required. [redacted] recognizes that some homebuyers may seek to cure a breach only after attorney expenses or court costs have already been incurred. To achieve its goals, [redacted] HA may condition any reinstatement upon the family sharing the [redacted]'s legal expenses, as follows:

- a. family cures the breach and seeks reinstatement before legal costs are incurred, no sharing of legal expense required.
- b. family cures the breach and seeks reinstatement after the file is referred to the attorney, family shall be responsible for 100% of attorney expenses incurred in preparing the file for court action.
- c. family cures the breach and seeks reinstatement after court action is filed, family shall be responsible for 100% of attorney fees and 100% of [redacted]'s service and filing costs, including any travel costs required for service of process.
- d. If the family offers to cure after the early stages of the lawsuit, [redacted] HA reserves its right to seek the maximum attorney's fees and costs allowed by court rules.

8.10 Reservation of [redacted] Rights

This policy shall not limit [redacted]'s right to:

- a. require additional assurances, reimbursement or payment from the family as a condition of any reinstatement, settlement, or settlement documentation;
- b. require security for the debt owed or agreed to be paid by the family;
- c. reject the family's attempted cure or request to cure; or
- d. seek judicial relief.

8.11 Collection after Move-out

Following a voluntary move-out, abandonment, or eviction, [redacted] HA will make reasonable efforts to collect all past due payments, miscellaneous accounts, and any debts arising from damages or non-maintenance from former participant families and responsible residents. Collection action may include Small Claims Actions, other legal proceedings, referral to a collection agency, and judgment execution, including garnishments, as determined by the Department to be consistent with sound financial management.

8.12 Small Claims Action

At any time a debt is owed, whether before or after move-out, ■ HA may file Small Claims Action against responsible parties in order to collect debts owed to the ■ HA. The Housing Director may designate a representative for purposes of filing Small Claims Actions on behalf of the ■ HA.

9. Temporary or Permanent Relocation

Note: References include:

- a. 49 CFR Part 24 (“the Relocation Regulations”) – Uniform Relocation Assistance and Real Property Acquisition Regulations for Federal and Federally Assisted Programs.
- b. 24 CFR Part 1000 (“the HUD Relocation Regulations”) – Implementation of the Native American Housing Assistance and Self-Determination Act as amended. HUD Handbook 1378 (“the Handbook”) – Tenant Assistance Relocation and Real Property Acquisition.
- c. Collectively, the Relocation Regulations, the HUD Relocation Regulations and the Handbook are referred to herein as the Uniform Relocation Laws or “URL.”

9.1 Project Planning

9.1.1 Rehabilitation Projects

The ■ shall take all reasonable steps to minimize relocation as a result of a rehabilitation project. If necessary to accomplish this goal, ■ HA will consider the feasibility of carrying out the project in stages.

- a. The ■ HA will take the steps necessary to ensure cooperation and coordination among government agencies, utility providers, and affected persons (the partnership process).
- b. During the partnership process, the ■ HA will consult with the residents of a house to be rehabilitated. Resident comments will be solicited and receive serious consideration. Resident participation is necessary for accurate budgeting.
- c. During the planning stage of the rehabilitation project, the ■ HA will review staffing, training, and any special problems associated with the relocation caused by the project and develop a plan to address any deficiencies. In order to accurately budget for temporary and permanent relocation, the ■ HA will complete a survey to determine the following information:
 - (1) number of households to be relocated;
 - (2) income of participants and rents/utilities paid;

- (3) family characteristics;
- (4) impact of relocation on any elderly or handicapped family members;
- (5) availability of suitable temporary and permanent relocation dwellings; and
- (6) need or providing advisory services to the housing participants.
- (7) availability of comparable replacement dwelling before displacement

9.1.2 Displacement

No Displaced Person shall be required to move from his or her dwelling until

- a. ninety days after all notices required by the Relocation Regulations have been given to the person by the Tribe, and
- b. at least one comparable replacement dwelling (defined at 49 C.F.R. § 24.2 (a)(6)) has been made available to the person. When possible, three or more comparable replacement dwellings shall be made available. A comparable replacement dwelling will be considered to have been made available to a person if:
 - (1) the person is informed of its location; and
 - (2) the person has sufficient time to negotiate and enter into a Purchase Agreement or lease of the property; and
 - (3) subject to reasonable safeguards, the person is assured of receiving the relocation assistance and acquisition payment to which the person is entitled in sufficient time to complete the purchase or lease of the property.

9.1.3 Emergency relocation of displaced persons

- a. Circumstances permitting a waiver. The Federal Tribe funding the project may grant a waiver of the policy in Section III.B, above, in any case where it is demonstrated that a person must move because of:
 - (1) a major disaster as defined in Section 102(c) of the Disaster Relief Act of 1974 (42 U.S.C. 5121); or
 - (2) a presidential declared national emergency; or another
 - (3) emergency which requires immediately vacating the real property, such as when continued occupancy of the

displacement dwelling constitutes a substantial danger to the health or safety of the occupants or the public.

- b. Basic conditions of an emergency move. Whenever a person is required to relocate for a temporary period because of an emergency as described in this section, the Tribe shall:
- (1) take whatever steps are necessary to assure that a temporary replacement dwelling is made available to the displaced person; and
 - (2) pay the actual reasonable out-of-pocket moving expenses and any reasonable increase in rent and utility costs incurred in connection with the temporary relocation; and
 - (3) make available to the displaced person, as soon as feasible, at least one comparable replacement dwelling. (For purposes of filing a claim and meeting the eligibility requirements for a relocation payment, the date of displacement is the date the person moves from the Temporary Replacement Dwelling.)

9.2 Project Implementation

9.2.1 Implementation in modernization projects

- a. First Notice. At the time the [REDACTED] determines to allocate funds for modernization, an initial notice, substantially in the form of Exhibit A, attached hereto, will be issued not less than 120 days before temporary relocation may be required, to all affected housing participants. At a minimum, the notice will include the following items:
- (1) statement advising the family they will not be displaced;
 - (2) a caution for the family not to move at this time;
 - (3) a statement that if the family moves at this time, relocation benefits are relinquished;
 - (4) assurance that the family will be able to re-occupy the same house or a replacement house in the same location, if it is a Mutual Help unit or the same or a comparable replacement dwelling, as defined in 49 C.F.R. §24.2(a)(6), in the same project, if the unit being rehabilitated is a low rent unit;
 - (5) assurance that the family will be informed of any occurrences or events that will impact the rehabilitation; and
 - (6) assurance that the housing payment will not increase as a result of the modernization of the unit.

- b. Second Notice. Not less than ninety days before the targeted start date of the rehabilitation, a final notice, substantially in the form of Exhibit B, attached hereto, will be issued. The final notice will contain a schedule of eligible costs and the following information:
 - (1) date and approximate duration of the temporary relocation;
 - (2) address of a suitable, decent, safe and sanitary dwelling to be made available for the temporary period;
 - (3) assurance of returning to the same project (or same house if a Mutual Help unit); and
 - (4) identity of contact person for counseling purposes.

9.2.2 Permanent relocation in connection with acquisition of real property

Whenever displacement results from the Tribe's acquisition of real property with federal financial assistance, the right to relocation benefits for occupants then in possession of the property to be acquired, whether as owners or tenants, arises upon the initiation of negotiations for the acquisition of the property.

- a. **"Initiation of negotiations"** means the delivery of the initial written offer by the Tribe to the owner or the owner's representative to purchase the real property for the project.
- b. **Notice of intent to acquire or notice eligibility for relocation assistance.** As soon as is feasible after the initiation of negotiations, the Tribe shall provide all occupants entitled to relocation benefits with a notice that complies with 49 C.F.R. §24.203(d).
- c. Once the property is acquired, the Tribe shall give the occupants notice as required by 49 C.F.R. §24.302(a), substantially in the form of Exhibit A.
- d. Finally, no lawful occupant of the acquired property shall be required to move in less than ninety days after he or she has received a notice from the Tribe that complies with 49 C.F.R. §24.302(c)(3).

9.3 Schedule of Eligible Costs

9.3.1 Actual reasonable moving and related expenses (49 CFR 24.301)

- a. Any displaced person is entitled to payment of their actual moving and related expenses, which are supported by bills for labor and equipment or contained in two or more estimates prepared by commercial movers or one estimate prepared by a qualified Tribe staff member, including expenses for:

- (1) transportation of the relocating family and personal property. Transportation costs for a distance beyond 50 miles are not eligible, unless the █ HA determines that relocation beyond 50 miles is justified;
- (2) packing, crating, unpacking and uncrating of the personal property;
- (3) storage costs of personal property for the duration of the temporary period not to exceed 12 months, unless the █ HA determines that a longer period is necessary;
- (4) disconnecting, dismantling, removing, reassembling, and reinstalling relocated household appliances and other personal property;
- (5) utility hook-ups and deposits, including re-installation of telephone and cable television service if the owner/tenant had the services prior to the temporary relocation move at both the temporary replacement dwelling and at the original home when the rehabilitation work is completed;
- (6) insurance for the replacement value of the property in connection with the move and necessary storage;
- (7) the replacement value of property lost, stolen, or damaged in the process of moving (not through the fault or negligence of the displaced person, his/her agent, or employee) where insurance covering such loss, theft or damage is not reasonably available.
- (8) credit checks.
- (9) other moving-related expenses that are not listed as ineligible under Sec. 24.301(h), as the █ HA determines to be reasonable and necessary.

9.3.2 Fixed Allowance Moving Expenses

Alternatively, a displaced tenant may receive without documenting actual expenses the fixed allowance for moving expenses provided in 49 C.F.R. §24.302.

9.3.3 Replacement Housing Payment

A tenant or owner-occupant displaced from a dwelling is entitled to a payment not to exceed \$5,250 for rental assistance or down payment assistance, if the person has lawfully occupied the acquired property for at least ninety (90) days prior to initiation of negotiations and has rented or purchased and occupied a decent, safe and sanitary replacement dwelling within 1 year after the tenant moves for the acquired property. An owner-

occupant is eligible on the later of the date he or she receives a final payment for the acquired property or the date he or she moves from the acquired dwelling. The Tribe may extend this time for good cause.

- a. **Rental Assistance.** Subject to the \$5,250 limit, a tenant shall receive 42 times the difference between the monthly rent and average monthly utility cost of the replacement dwelling and the lesser of his or her current monthly rent and average monthly utility cost or 30% of the displaced person's average monthly gross household income, if the income is classified as "low income" by the HUD Annual Survey of Income Limits for Public Housing and Section 8 Programs.
- b. **Down Payment Assistance.** A person who purchases a replacement dwelling may receive down payment assistance in the amount he or she would have received as rental assistance under subsection 1, above.
- c. **180-day Owner-Occupants.** A person who has actually owned and occupied an acquired property for not less than 180 days immediately prior to the initiation of negotiations and who purchases and occupies a replacement dwelling within 1 year after he or she receives final payment for the acquired property shall receive a replacement housing payment not to exceed \$22,500 as provided in 49 C.F.R. §24.401.

9.3.4 Meal Vouchers

For families not required to move but unable to use food preparation facilities (kitchen) due to renovation work, meal vouchers will be provided until the facilities are restored for use. The amount of the voucher will be determined based on provisions in the Travel and Per Diem Policy for meals and incidentals. The amount of the voucher will consider the size of the family.

9.3.5 No Duplication of Payments.

No person shall receive any payment under this part if that person receives a payment under federal, state or local law which is determined by the Tribe to have the same purpose and effect as such payment under this part.

9.4 Waving Rights

All claims for a relocation payment shall be filed with the Tribe no later than 18 months after the date of displacement. If a displaced person fails to file a timely claim after receiving the notices and relocation assistance as required by the Relocation Regulations, he or she shall be ineligible for assistance, unless, for good cause shown, HA extends or waives the requirement to file a timely claim.

9.5 Grievances and Appeals

9.5.1 Filing a Grievance

A participant may file a grievance in any case in which the person believes that the Tribe has failed to properly consider the person's application for assistance under this policy or the Relocation Regulations. Such assistance may include, but is not limited to, the person's eligibility for, or the amount of, a payment required under 49 C.F.R. § 24.106 or § 24.107, or a relocation payment required under this policy. Such a grievance must be filed within 60 days of the date of occurrence. On a case-by-case basis, upon request of the participant, for good cause, the [REDACTED] may extend the time limit for filing a grievance or the time for conducting a hearing, not to exceed 30 days. [REDACTED] shall process a grievance regardless of its form.

9.5.2 Legal Council

The participant may be represented by legal counsel or other representative, at his or her own expense, in any hearing or grievance proceedings. A hearing will be conducted no later than 14 days after receipt of a written appeal. A participant (and legal counsel or other representative, if applicable) has the right to review and copy any records pertaining to the relocation activities subject to reasonable limits imposed by [REDACTED] to preserve the confidentiality of the documents. Documents excluded from this section would be materials that the [REDACTED] has determined may not be disclosed for reasons of confidentiality.

9.5.3 Right to a Hearing

The hearing shall be conducted by the Housing Director, unless he or she has been directly involved in the action subject to appeal, in which case the Housing Director shall appoint a hearing officer who has experience in the administration of federal programs, was not involved in the action being appealed and who can act impartially in hearing the appeal.

9.5.4 Entitlement to Submit Supporting Documents

At or prior to the scheduled hearing, the participant or his or her representative shall be entitled to submit any information in the form of documents, declarations, or testimony to support the appeal. Not more than 14 days after the conclusion of the hearing, a written determination will be issued.

9.6 Recordkeeping Requirements

9.6.1 Records

The Tribe shall maintain adequate records of its acquisition and displacement activities in sufficient detail to demonstrate compliance with this policy and the Relocation Regulations. These records shall be retained for at least 3 years after each owner of a property and each person displaced from the property receives the final payment to which he or she is entitled.

9.6.2 Confidentiality of Records

Records maintained by the Tribe in accordance with this policy are confidential and shall not be disclosed except as necessary in the administration of this policy.

9.6.3 Reports

The Tribe shall submit a report of its real property acquisition and displacement activities if required by HUD. A report will not be required more frequently than every 3 years, or as the Uniform Act provides, unless HUD shows good cause. The report shall be prepared and submitted using the format contained in Appendix B to the Relocation Regulations.

10. Requirements for Home Buy-Down Program

This program provides a deferred loan to ■ and bank-qualified first-time home buyers for down-payment assistance for the purchase of a single-family home in standard condition. The purpose of this loan is to enable first-time homebuyers to secure financing for a home loan who otherwise would not qualify due to the lack of sufficient down payment funds.

10.1 Eligibility Requirements

Down payment assistance loans may be awarded and applied toward the purchase of a primary residence under the following conditions:

- a. In addition to eligibility requirements described in this policy, applicants for the Home Buy-Down Program must be first-time homebuyers. Applicant families must demonstrate that, contingent upon receiving assistance from the Tribe, they qualify for a home loan from a lending institution, or that contingent upon receiving assistance from the Tribe they will be able to enter into a sales contract with a seller for the purchase of a home.
- b. Applicants will be pre-screened to determine their ability to qualify for financing at the time their application comes to the top of the wait list and prior to approval of any award. Applicants will be given 90 days, from the date they are notified of their selection, to provide this assurance from the lending institution or seller. If the applicant fails to meet the 90-day deadline, their application will be removed from the wait list.

10.2 Property Eligibility Requirements

- a. The property must be legally zoned for residential use.
- b. The dwelling must be a site-built home (or other approved technology), a modular home, as defined, or a manufactured home.
- c. If the dwelling is a new manufactured home, it must have a minimum of 840 square feet of living space and meet all state and local construction and placement specifications for the area in which it will be located.
- d. If the dwelling is a pre-owned manufactured home it must be no more than 10 years old and meet the above requirements.

- e. All homes must be in standard condition and meet inspection requirements of the lender. In the case of a land sale contract, the home and property must meet the inspection requirements. See item "G" of the Terms and Conditions below.
- f. Ineligible properties include, but are not limited to vacant land and rental or commercial property.
- g. Manufactured homes may be:
 - (1) placed on land which is owned by the recipient; or
 - (2) purchased as a package with land; or
 - (3) placed on land with a long-term lease; or
 - (4) placed in a mobile/manufactured home park with a long-term lease.
- h. The home to be purchased must be of a "moderate design", which means that the home to be acquired must be comparable with respect to size, cost and amenities to other homes in the area with the same number of bedrooms that are offered to sale to buyers at or below the area median income.

10.3 Terms and Conditions

- a. The maximum amount shall be \$30,000. To avoid the cost of management and insurance, assistance amounts of less than or equal to \$10,000 shall be in the form of a grant.
- b. The recipient is encouraged to contribute the maximum amount available towards earnest money, closing costs, down payment or other purchase costs such as appraisals or inspections.
- c. For assistance amounts greater than \$10,000 the assistance shall be in the form of a deferred loan secured by a 2nd mortgage. Under this agreement, after the fifth year, HA will begin forgiving 20% of the loan at the end of each year the family remains in the home, so that the 2nd mortgage is fully forgiven after a total of 10 years. During this 10-year period the recipient must agree to maintain homeowner's insurance on the dwelling, naming the KICHA as a loss payee for up to the amount of the down payment assistance. Insurance certificates must be provided to the Department.
- e. The grant/loan must be used within a specified period of time of approval for program participation (purchase commitment within 3 months), or it will be forfeited to the next applicant on the wait list and the original recipient will have the option to be removed from or placed at the end of the wait list. In the event a purchase commitment cannot be entered into

within the three month period, a time extension may be granted at the discretion of the HA, based upon the circumstances.

- f. The grant/loan monies will be released to the title company or appropriate third party at the time of closing.
- g. If the property transaction is a private land sale contract, the following additional conditions apply:
 - (1) the property must receive a total home inspection, at the applicant's expense, by a qualified independent certified property inspector;
 - (2) the home must be determined to be a "Home in Standard Condition"; and
 - (3) the recipient must establish an escrow account for monthly payment established for each program under this policy.

10.4 Sublease of a Home Buy Down Property

10.4.1 General requirements

Homebuyers are allowed to sublease their homes, but must follow the policies outlined below prior to the HA's approval of the sublease request. The homebuyer will be provided a copy of sublease procedures and is responsible for understanding and complying with the policies governing the subleases of the homes.

10.4.2 Justification

To be eligible for subleasing, a homebuyer must be vacating the home for one of the following reasons:

- a. special educational opportunity that is not available in the Homebuyer's area for the head of household or spouse.
- b. extraordinary circumstances that would cause a temporary move to be of significant benefit to the family, such as medical reasons or temporary duty in the military.
- c. economic reasons such as unemployment or out-of-town job opportunities.

10.5 Non-compliance with Agreement

If a homebuyer is in non-compliance with the agreement, his/her request for permission to sublease the unit will be not considered for approval, except:

- (a) When the homebuyer evidences compliance with a plan of action to cure his/her breach of the agreement; or

- (b) In the event the █ HA determines that an emergency exists which warrants such consideration and the Homebuyer executes a Plan of Action with the █ HA to cure the breach.

10.6 Term of the Sublease.

The sublease must be temporary in nature and for a definite period of not less than 90 days and not more than 12 months. In cases exceeding 12 months, the homebuyer must request and receive approval to extend the sublease prior to 60 days of the end of the current sublease term. The homebuyer while not residing in the unit may be in a temporary residence; thus, the home is still their principal place of residence.

10.6.1 Sublease Request and Agreement

- a. A homebuyer must submit a written request to the █ HA for approval of the sublease at least 30 days prior to the date such sublease is intended to begin.
- b. In addition to the terms and conditions of the *Sublease Agreement* (as specified by the █ HA), the homebuyer shall be responsible for all the obligations and responsibilities of a landlord in a sublease under Alaska's Landlord and Tenant Law.
- c. After execution by the homebuyer and sublessee, a copy of the *Sublease Agreement* must be submitted to the █ HA within 10 days of execution.

10.6.2 Required Monthly Payment

- a. The required monthly payment will continue to be based on the homebuyer's family income in accordance with the agreement, although the homebuyer is not residing in the unit.
- b. The homebuyer remains obligated to ensure that the required monthly payments are made in a timely manner. Failure by the homebuyer to make required monthly payments in accordance with the █ HA's Collection Policy may result in termination of the agreement.
- c. Sublessee payments can be made either to the family or to the █ HA (preferred).

10.6.3 Other homebuyer obligations

The █ HA's approval of the sublease waives the homebuyer's obligation to reside in the unit for a specified period; however, it does not waive any other provisions of the agreement, such as:

- a. Obligation to maintain the unit in a decent, safe, and sanitary manner. Should the unit be determined uninhabitable by fire or other damage, the homebuyer shall immediately notify the █ HA.

Although the homebuyer is absent from the unit during the sublease term, this does not relieve the homebuyer from this obligation; therefore, the homebuyer should communicate with the sublessee on this responsibility.

- b. Obligation to ensure that the ■ HA has the right to inspect the premises with at least five-day notification to sublessee. The annual inspections will continue to be completed annually. The ■ HA shall send a copy of the inspection report to the homebuyer and the Sublessee. If a plan of action is warranted to correct any identified deficiencies, the homebuyer will execute the plan and correction of the deficiencies will be the responsibility of the homebuyer.
- c. Obligation to ensure that the utilities are being maintained. Failure by the Homebuyer to maintain the utilities that may adversely affect the condition of the premises will result in the ■ HA taking required actions to restore these utilities and charge the cost to the Homebuyer.

10.6.4 Termination of the Sublease

- a. The ■ HA has the authority to terminate the Agreement if the Homebuyer fails to comply with its terms and conditions. If an act which, if committed by the Homebuyer, would be grounds for termination of the Agreement, is committed instead by the Sublessee, it also shall be grounds for terminating the Homebuyer's Agreement if not corrected by the Homebuyer immediately and to the satisfaction of ■ HA. This correction could include, by way of example, termination of the sublease and repair of any damages for which the Sublessee is responsible.
- b. The sublease shall provide that, in the event the ■ HA terminates the Agreement due to the homebuyer's failure to comply with the Agreement, the sublease or applicable law, the ■ HA shall be entitled to terminate the sublease on behalf of the homebuyer upon proper notice to the Sublessee by the ■ HA or the homebuyer.
- c. The homebuyer can terminate the sublease agreement by providing a 30-day written notification to the sublessee, which shall also state the reason for the termination. The homebuyer shall be required to notify the ■ HA of the termination and provide to the ■ HA with a copy of the termination notice.
- d. The sublessee can terminate the sublease agreement by a written 30-day notice to the Homebuyer. The Homebuyer shall be required to notify the ■ HA of this action within 14 days of the notice.
- e. In the event the sublease is terminated by the homebuyer and the homebuyer wishes to sublease the unit to a new sublessee, the

homebuyer must follow the same sublease request procedures for a subsequent sublease agreement in obtaining HA approval.

10.7 Business Use of Home

The homebuyer or tenant may operate a small business in the dwelling unit, subject to approval from HA if the family provides written assurances of the conditions stated below. Permission may be rescinded upon violation of these conditions:

- a. The dwelling unit will remain the family's principal residence.
- b. The business activity will not disrupt the basic residential nature of the housing site and neighborhood.
- c. The business will not require permanent structural changes to the dwelling unit that could adversely affect a future family's use of the dwelling unit.
- d. The family has a current business license and liability insurance, as applicable.
- f. The activity does not violate zoning codes, project covenants, and/or homeowner association rules.

10.8 Structural Modifications (Homeownership only)

A Homebuyer may not make any structural changes in or additions to the dwelling unit unless the HA has determined that such change will not:

- a. impair the value of the home, the surrounding homes, or the project as a whole;
- b. affect the use of the home for residential purposes; or
- c. violate any federal, state or local building code requirements as to construction and/or design.

10.8.1 Homebuyer expense

Any changes made in accordance with this section shall be at the homebuyer's expense, and in the event of termination of the agreement, the homebuyer shall not be entitled to any compensation for such alterations, additions, or improvements, which automatically become the property of the Housing Department. The homebuyer must verify available resources to complete the proposed project. Homebuyer shall be authorized to use up to \$5,000 of their equity funds, over the life of their tenancy, for modernization of their home.

10.8.2 No liens

The homebuyer shall not permit any liens or liabilities to encumber the unit, including mechanics or suppliers liens. In the event homebuyer breaches this requirement, KICHA may take any reasonable action to protect itself, the home and the land from encumbrances and liability.

10.8.3 Procedure

A homebuyer who wishes to make any structural changes in or additions to the home must provide a written request with plans and/or specifications to the Department for written approval prior to beginning any modifications. The homebuyer shall specify the time anticipated to make the improvement, and shall make all diligent efforts to complete the work within the time specified. Failure to complete the work, if it results in damage to or devaluation of the home, may constitute grounds for termination of the agreement.

11. Requirements for Emergency/Elder Repair Program

11.1 Assistance Limitations

Assistance under the HA Emergency/Elder Repair Program will be limited to eliminating the following substandard housing conditions:

- a. Condition of Structure. The condition of the structure is such as to create serious safety or health hazards by reason of structural deficiencies or of continuous dampness or exposure brought about by neglect or dilapidation.
- b. Water Supply. Lack of potable running water within the dwelling unit.
- c. Sewage System. No connection between plumbing fixtures and adequate sewage disposal system.
- d. Toilet Facilities. No flush toilet in the dwelling unit, or if present, is unfit for use.
- e. Bath Facilities. No bathtub or shower in the dwelling unit, or if present, is unfit for use.
- f. Kitchen Facilities. Lack of permanent, safe and reasonably efficient kitchen facilities within the dwelling unit, including a sink with running water and provisions for a cooking stove.
- g. Lighting Facilities. Dwelling unit not wired, or inadequately wired, for electric lighting.
- h. Heating Facilities. Inadequate or unsafe heating facilities.

11.2 Correction of Deficiencies

Participating families will be responsible for securing the services of licensed, bonded contractors and materials. Families must adhere to the requirements of the KIC Procurement Policy including, but not limited to, securing sufficient quotes to ensure competition, and following Indian preference requirements. Upon completion of the work (or at various stages of completion), payment will be made jointly to the family and the contractor and/or supplier.

11.3 Property Eligibility Requirements

- a. The property must be located on land within the [REDACTED].
- b. The property must be zoned for residential use.
- c. The owner must provide proof of ownership of the property to be repaired.
- d. The property must be the principal, primary residence of the family.
- e. The property must be suitable for rehabilitation, which means that substandard conditions (as defined in this policy) are not beyond the capability of this program to correct. For a property to be eligible, it must be projected that upon expenditure of the maximum amount of funds (combined with any funds to be provided by the family), the dwelling unit will no longer be considered substandard.

12. Requirements for the Elder Housing Program

The purpose of the [REDACTED] Elder Housing Program is to provide affordable elder-appropriate housing for qualified families to live independently.

12.1 Selection

In addition to being eligible, applicants for [REDACTED] HA Housing Program properties must be determined to be suitable, which is defined as:

- a. The ability to pay rent in accordance with the [REDACTED] HA policy;
- b. The ability to maintain a rental unit and its premises in accordance with the [REDACTED] HA housing programs policies and lease provisions and generally accepted standards of cleanliness and housekeeping;
- c. The ability to live harmoniously with other residents and neighbors and maintain conduct which is not likely to:
 - (1) interfere with other residents and neighbors in such a way as to materially diminish their enjoyment of the premises by adversely affecting their health, safety, or welfare, or
 - (2) adversely affect the physical environment of the community, or
 - (3) adversely affect the health, safety, or welfare of [REDACTED] Housing staff or employees of other service providers; and
 - (4) the ability to refrain from or engage in criminal activity including illegal drug-related activity either on or off Housing Authority/tribal premises; and

- (5) the ability to comply with necessary and reasonable rules and program requirements of the HA Housing Programs.
- d. Any participants previously evicted for non-payment shall not be eligible until arrears are paid in full.

12.1.1 Filling vacancies

In selecting applicants to fill vacancies, the Housing Authority will use the preference point system as shown:

- a. tribal member (15 pts);
- b. applicants age , 62+ (15 pts);
- c. disability/handicap preference for units specially equipped (20 pts);
- d. veteran or serviceman of the U.S. Military(10 pts) ;
- e. rental history, such as (10 pts):
 - (1) non-payment of rightful obligations;
 - (2) imperil to health, safety, or morals of neighbors;
 - (3) destruction of property;
 - (4) disregard for rules of occupancy and rights of others;
- f. ability to pay rent (15 pts);
- g. overcrowding (5 pts);
- h. current substandard housing conditions (10 pts).

12.1.2 Refusal to provide verification

The applicants file shall be denied if the applicant refuses to provide verification, fully disclose all information relevant to the eligibility and suitability determination, or falsifies information for the purpose of obtaining housing with the KIC housing program.

12.1.3 Denial

Families determined to be ineligible shall be immediately notified in writing of the reason(s) of ineligibility and, if requested, the applicant shall be granted a private conference regarding his/her eligibility status.

12.1.4 Wait list

- a. Each applicant shall be assigned his appropriate place on a community wide basis in a sequence based upon factors affecting

- preference or priority established by regulation or by the local Housing Authority policy.
- b. At the time a unit becomes available, the applicant first on the wait list, determined by preference points, shall be offered a suitable unit at the vacancy location.
 - c. If an applicant rejects a unit offered, he/she shall be moved to the bottom of the eligibility list.
 - d. Reassignment or transfer to another dwelling unit may be made to correct occupancy standards.
 - e. HA may conduct a wait list update from time to time by mailing a notice to all applicants on the wait list. Applicants must respond to the letter within 10 business days to express their continued interest or their application will be dropped from the wait list.

12.2 Terms and Conditions

- a. No more than two persons may occupy a unit. Exceptions to this may be made for existing households when circumstances permit. No exceptions to this will be made after initial occupancy. Preference for two bedroom units will be given to two person households.
- b. HA requires that each applicant to complete an application for Alaska Pioneers Home and specify a “caregiver” who is responsible for arranging support services and relocation for the applicant should the need arise due to:
 - (1) physical frailty
 - (2) psychological or mental health concerns

12.2.1 Caregiver Agreement

To be eligible to execute a caregiver agreement on behalf of an applicant, an individual must be:

- a. at least 25 years old;
- b. be capable of fulfilling obligations of the caregiver agreement; and
- c. be closely connected to the applicant, the caregiver must be either:
 - (1) be a close relative (parent, former guardian, child, grandchild, or sibling of the applicant); or
 - (2) have a demonstrated involvement with the applicant (at least five years) that supports a claim of obligation for the applicants welfare.

12.3 Discharge from the Program

The [REDACTED] Elder Housing Program is designed for independent living and does not offer supportive services for residents. Residents in the [REDACTED] Elder Housing Program may be discharged from the program for the following reasons:

- a. Physical frailty. An elderly person who is unable to perform at least three activities of daily living as defined in this section;
- b. Psychological or mental health problems. Issues such as Alzheimer's, dementia, or other mental health problems that threaten the welfare of the occupant, other tenants, or housing staff.

12.3.1 Activities of Daily Living (ADL)

Activities of daily living means eating, dressing, bathing, grooming, and household management activities, as further described below:

- a. Eating – may need assistance with cooking, preparing, or serving food, but must be able to feed self;
- b. Bathing – may need assistance in getting in and out of the shower or tub, but must be able to wash self;
- c. Grooming – may need assistance in washing hair, but must be able to take care of personal appearance.
- d. Dressing – Must be able to dress self, but may need occasional assistance.
- e. Home management activities – may need assistance in doing housework, grocery shopping, laundry, or getting to and from activities such as going to the doctor and shopping, but must be mobile. The mobility requirement does not exclude persons in wheelchairs or those requiring mobility devices

12.3.2 Transfers and Discharges

[REDACTED] will not transfer or discharge a resident except when:

- a. the transfer or discharge is necessary to meet the resident's welfare, and the resident's welfare cannot be met in the facility without assisted living services as documented by a physician or qualified social services professional.
- b. the safety of the individual(s) in the facility is endangered as documented by a physician or qualified social services professional.
- c. the health of the individual(s) in the facility would otherwise be endangered as documented by a physician or qualified social services professional.

12.4 Waiver Requests

The [redacted] may grant waivers on a case by case basis for the following policies:

a. Minimum Age

(1) Where it is determined in the best interest of [redacted] HA and the housing tenant or applicant, the [redacted] Housing Committee may grant individual waivers to the minimum age requirement for:

- (a) Dependent Family Members - Wholly dependent physically challenged (80% or more documented disability) family members.
- (b) Applicants who are near-elderly (55+ years)
- (c) A Home Health Aide - must have passed Alaska Medicare’s Certification Exam

13. Design Standards

As required by 24 CFR 1000.156, affordable housing acquired constructed, rehabilitated or assisted using Indian Housing Block Grant funds must be of “moderate design”. This addendum establishes standards describing how [redacted] will determine if a housing unit meets this definition.

13.1 Gross Area

a. New Construction. The gross living area of the residence (excluding detached or semi-detached storage areas) shall not exceed the following:

Bedrooms	Maximum Square Feet
2	1,100
3	1,500
4	1,650

b. Acquisition and Rehabilitation Activities. The gross living area of homes acquired or rehabilitated using IHBG funds, either directly by the [redacted] or indirectly through the use of down payment or home repair assistance provided to families, shall approximate the size of other homes occupied by other low-income families living in the general vicinity of the home being acquired or rehabilitated.

13.2 Total Cost

The total cost to provide the housing from all sources shall not exceed 110% of the total development cost for the area as published by HUD, plus any additional amounts as allowed under the IHBG program.

13.3 Environmental Concerns and Mitigations

A moderate design will allow for environmental concerns and mitigations as described in 24 CFR Part 58 and 24 CFR 10000.18. Specific areas to be addressed include the following:

- a. Historic preservation
- b. Coastal zone management
- c. Endangered species
- d. Air quality
- e. Noise
- f. Floodplains and wetlands
- g. Sole source aquifers
- h. Wild and scenic rivers
- i. Farmlands protection
- j. Explosive and flammable operations

13.4 Climate

A moderate design shall take into consideration and allow for the climatic conditions of the region where the housing is located. Special consideration shall be given to the design and construction of the exterior components as they relate to the climate of the region, including but not limited to site (grading, access, etc.), mechanicals (water lines, tanks, electrical service, heating systems, etc.), building envelope (roof, vents, siding, doors, windows, insulation, etc.) and foundations.

13.5 Comparable Housing

As required by 24 CFR 1000.56, a moderate design is defined as housing that is of a size and with amenities consistent with unassisted housing offered for sale in the tribe's general geographic area to buyers who are at or below the area median income. To meet this criteria, KICHA will periodically review the recent sales of homes within the region to ensure that housing constructed, rehabilitated, acquired or assisted using IHBG funds is comparable. Homes that do not meet the minimum standards described in Section 9 of this policy will not be considered for comparison purposes.

13.6 Local Codes, Ordinances and Standards

A moderate design must meet or exceed all applicable local building codes, ordinances and standards. Homes that fail to meet these standards will not be considered for comparability. Designs that exceed minimum standards will be considered unreasonable if the estimated cost to bring the home above the minimum standards would make the home unaffordable for low-income families.

13.7 Cultural Relevance in Design

A moderate design shall take into consideration and allow for the cultural esthetics of the region where the housing is located. The cost to include cultural considerations within the design will only be considered unreasonable if the estimated cost to include the design modification would make the home unaffordable for low-income families.

13.8 Minimum Design and Construction Features

This section shall describe the minimum design and construction features considered to be reasonable and necessary to provide decent, safe and sanitary housing. The minimum housing standards consist of performance requirements and acceptability criteria for these key aspects of housing quality:

a. Sanitary Facilities

(1) Performance Requirements - The dwelling unit must include sanitary facilities located in the unit. The sanitary facilities must be in proper operating condition, and adequate for personal cleanliness and the disposal of human waste. The sanitary facilities must be usable in privacy.

(2) Acceptability Criteria

(a) The bathroom must be located in a separate private room and have a flush toilet in proper operating condition.

(b) The dwelling unit must have a fixed basin in proper operating condition, with a sink trap and hot and cold running water.

(c) The dwelling unit must have a shower or a tub in proper operating condition with hot and cold running water.

(d) The facilities must utilize an approvable public or private disposal system (including a locally approvable septic system).

b. Food Preparation and Refuse Disposal

(1) Performance Requirement

(a) The dwelling unit must have suitable space and equipment to store, prepare, and serve foods in a sanitary manner.

(b) There must be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage where necessary (e.g., garbage cans).

- (2) Acceptability Criteria
 - (a) The dwelling unit must have an oven and a stove or range, and a refrigerator of appropriate size for the family. All of the equipment must be in proper operating condition. Either the owner or the family may supply the equipment. A microwave oven may be substituted for a Tenant-supplied oven and stove or range. A microwave oven may be substituted for an owner-supplied oven and stove or range if the Tenant agrees and microwave ovens are furnished instead of an oven and stove or range to both subsidized and unsubsidized Tenants in the building or premises.
 - (b) The dwelling unit must have a kitchen sink in proper operating condition, with a sink trap and hot and cold running water. The sink must drain into an approvable public or private system.
 - (c) The dwelling unit must have space for the storage, preparation, and serving of food.
 - (d) There must be facilities and services for the sanitary disposal of food waste and refuse, including temporary storage facilities where necessary (e.g., garbage cans).
- c. Space and Security
 - (1) Performance Requirements - The dwelling unit must provide adequate space and security for the family.
 - (2) Acceptability Criteria
 - (a) At a minimum, the dwelling unit must have a living room, a kitchen area, and a bathroom.
 - (b) The dwelling unit must have at least one bedroom or living/sleeping room for each two persons. Children of opposite sex, other than very young children, may not be required to occupy the same bedroom or living/sleeping room.
 - (c) Dwelling unit windows that are accessible from the outside, such as basement, first floor, and fire escape windows, must be lockable (such as window units with sash pins or sash locks, and combination windows with latches).
 - (d) The exterior doors of the dwelling unit must be lockable. Exterior doors are doors by which someone can enter or exit the dwelling unit.

- d. Thermal Environment
 - (1) Performance Requirements - The dwelling unit must have and be capable of maintaining a thermal environment healthy for the human body.
 - (2) Acceptability Criteria
 - (a) There must be a safe system for heating the dwelling unit (and a safe cooling system, where present). The system must be in proper operating condition. The system must be able to provide adequate heat (and cooling, if applicable), either directly or indirectly, to each room, in order to assure a healthy living environment appropriate to the climate.
 - (b) The dwelling unit must not contain unvented room heaters that burn gas, oil, or kerosene. Electric heaters are acceptable.
- e. Illumination and Electricity
 - (1) Performance Requirements - Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. The dwelling unit must have sufficient electrical sources so occupants can use essential electrical appliances. The electrical fixtures and wiring must ensure safety from fire.
 - (2) Acceptability Criteria
 - (a) There must be at least one window in the living room and in each sleeping room.
 - (b) The kitchen area and the bathroom must have a permanent ceiling or wall light fixture in proper operating condition. The kitchen area must also have at least one electrical outlet in proper operating condition.
 - (c) The living room and each bedroom must have at least two electrical outlets in proper operating condition. Permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets.
- f. Structure and Materials
 - (1) Performance Requirements - The dwelling unit must be structurally sound. The structure must not present any threat to the health and safety of the occupants and must protect the occupants from the environment.

- (2) Acceptability Criteria
 - (a) Ceilings, walls, and floors must not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling, missing parts, or other serious damage.
 - (b) The roof must be structurally sound and weather tight.
 - (c) The exterior wall structure and surface must not have any serious defects such as serious leaning, buckling, sagging, large holes, or defects that may result in air infiltration or vermin infestation.
 - (d) The condition and equipment of interior and exterior stairs, halls, porches, walkways, etc., must not present a danger of tripping and falling. For example, broken or missing steps or loose boards are unacceptable.
- g. Interior Air Quality
 - (1) Performance Requirements - The dwelling unit must be free of pollutants in the air at levels that threaten the health of the occupants.
 - (2) Acceptability Criteria
 - (a) The dwelling unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful pollutants.
 - (b) There must be adequate air circulation in the dwelling unit.
 - (c) Bathroom areas must have one openable window or other adequate exhaust ventilation.
 - (d) Any room used for sleeping must have at least one window. If the window is designed to be openable, the window must work.
- h. Water Supply
 - (1) Performance Requirements - The water supply must be free from contamination.
 - (2) Acceptability Criteria - The dwelling unit must be served by an approvable public or private water supply that is sanitary and free from contamination.

- i. Lead-based Paint - The property will comply with the lead-based paint poisoning prevention requirements as described in 24 CFR 1000.40.
- j. Access - The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide a second door as an alternative means of exit in case of fire.
- k. Site and Neighborhood
 - (1) Performance Requirements - The site and neighborhood must be reasonably free from disturbing noises and reverberations and other dangers to the health, safety, and general welfare of the occupants.
 - (2) Acceptability Criteria - The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks or steps; instability; flooding, poor drainage, septic tank back-ups or sewage hazards; mudslides; abnormal air pollution, smoke or dust; excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards.
- l. Sanitary Condition
 - (1) Performance Requirement - The dwelling unit and its equipment must be in sanitary condition.
 - (2) Acceptability Criteria - The dwelling unit and its equipment must be free of vermin and rodent infestation.
- m. Smoke Detectors - Each dwelling unit must have at least one battery-operated or hard-wired smoke detector, in proper operating condition, on each level of the dwelling unit, including basements but excepting crawl spaces and unfinished attics. Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard NFPA 74 (or its successor standards). If the dwelling unit is occupied by any hearing-impaired person, smoke detectors must have an alarm system, designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).

13.9 Accessibility Standards

A moderate design shall incorporate Uniform Federal Accessibility Standards as required under the funding program, or as required by the local community. Designs that exceed minimum standards will be considered unreasonable if the estimated cost to bring the home above the minimum standards would make the home unaffordable for low-income families.

14. Maintenance and Materials Management

14.1 General

The [REDACTED] HA has certain maintenance responsibilities to the tenants and homebuyers. Likewise, the tenant or homebuyers have certain responsibilities to the [REDACTED] HA in maintaining specific parts of the property being used. If the tenant or homebuyer fails to meet his/her obligation, the [REDACTED] HA shall perform the necessary maintenance activities and charge the occupant accordingly.

A good maintenance program requires that tenants and homebuyers work cooperatively with [REDACTED] HA to keep all property in a decent, safe, and sanitary condition. The Tribal Council may also have an important role in providing community services to the housing project, including maintaining roads and streets, snow removal, culverts, etc.

14.2 Maintenance Program Objectives

To maintain the efficiency of the [REDACTED] HA programs and maintenance program, our goal is to:

- a. keep the [REDACTED] HA office and shop a clean and respectable place of business;
- b. keep all dwellings and grounds in a decent, safe, sanitary condition;
- c. correct any conditions that may lead to an injury or accident involving residents or others;
- d. keep [REDACTED] HA vehicles and equipment in excellent condition;
- d. repair or replace defective items before they affect other parts of the system;
- e. provide special needs for our elderly as they occur, such as ramps, handicap items, etc.

14.3 Work Order Priorities

14.3.1 Maintenance Scheduling Priorities

The [REDACTED] HA maintenance program is based upon the scheduling of service requests, preventative maintenance, and the performance of routine and non-routine maintenance work. Maintenance work is scheduled in the following priority:

- a. **Emergency Work:** work that must be completed on the same day reported in order to prevent bodily harm to residents or further damage to Authority/Tribal property, for example, broken gas or water lines.
- b. **Urgent Work:** work that should be done as soon as possible after being reported in order to prevent a major change in resident's life-

style with possible negative effects, for example, lack of heat, water, or electricity.

- c. Vacant Unit Maintenance: Work that should be done on vacant units to prepare them for new HA residents, for example, painting, fixing locks. All work should be finished before a new family moves in so that a final inspection can take place.
- d. Non-routine Maintenance: Work by the HA which is unusually major such as replacing appliances and parts which do not usually recur in the normal lifetime of the item.
- e. Routine Maintenance: Work that should be done regularly by the HA such as painting, plastering, furnaces and windows.

14.3.2 Responsibility

The Maintenance Supervisor is responsible for implementing the work order procedure, and scheduling work orders, to include:

- a. the most efficient use of maintenance staff time;
- b. the scheduling of work orders to assure that travel between work order locations is minimized, and that travel back and forth to secure supplies and to execute the work order, is minimized;
- c. that health and safety maintenance has a high priority and is executed in the most responsible manner possible in order to eliminate potential hazards;
- d. accounting for maintenance staff time and the reconciliation of time, attendance and mileage reports;
- e. The spot-checking of time and repairs to assure accuracy and that the qualities of the repairs are representative of the intent of the program;
- f. the documentation of all works and records supporting the maintenance and work order system.

14.4 Emergency Maintenance

- a. The Housing Director and maintenance staff will notify residents about what constitute emergencies either through direct mailing, written notice, or in the case of multi-family housing projects by public posting.
- b. The following conditions are considered to be emergency situations for which service is outside of normal hours:
 - (1) water pipes breaking;

- (2) absolutely no electricity anywhere in the apartment/home;
 - (3) all burners in stove not working; refrigerator not working. (After electrical breakers have been checked and/or reset);
 - (4) serious leaks in roof, walls, windows, etc;
 - (5) all toilets in apartment/home broken;
 - (6) gas leaks;
 - (7) toilets or sink is overflowing (plumbing backup);
 - (8) furnace is out and all attempts to restart have failed.
- c. Between 8:00am and 4:30pm on normal working day, all emergencies should be called into the █ HA Office.
 - d. After hours, weekends, and holidays, all residents should be instructed to call █ HA maintenance for emergency maintenance. This information will be provided to all Tenants.

14.5 Routine Maintenance

Routine maintenance is maintenance needed day-to-day to keep a unit in good condition. The following are examples of routine maintenance, and not limited to:

- a. unplug sewer drains;
- b. repair broken windows, doors, and screens;
- c. replace and repair broken fixtures;
- d. repair broken water heaters, furnaces, and stoves/refrigerators.

14.6 Non-Routine Maintenance

Non-routine maintenance is that maintenance needed when something out of the ordinary goes wrong. The following are examples of non-routine maintenance:

- a. replace a water heater, furnace, and stove/refrigerator;
- b. replace a ceiling damaged by rain or snow;
- c. replace any defective materials due to the manufacturer's fault and not excessive hard use.

14.7 Preventative Maintenance

Preventive maintenance is one way to keep dwellings in a good state of repair that will appreciably extend the useful life of the unit and facilities. This will result in

lower overall operating and upkeep costs in the long run for both the occupant and the HA.

Preventive maintenance can be defined as the actions taken to avoid or minimize the need for more costly repairs at some future time. It is performed before the actual problem occurs, thus preventing extra labor and replacement costs.

The Housing Director is responsible for setting up and scheduling the preventive maintenance program. The program should include:

- a. identification of all items to be included;
- b. the schedule for servicing the items based on severity of use;
- c. number of people required to carry out the servicing;
- d. equipment, materials, and supplies needed for servicing each item.

14.8 Low Income Rental Residents

- a. The HA is responsible for all routine and non-routine maintenance on rental units owned by the Housing Authority/Tribe.
- b. The tenant is responsible for the normal care and maintenance of their unit and common property, required keeping the unit and grounds decent, safe and sanitary.
- c. The tenant is required to inform the HA of any maintenance problems that arise. If the problem is determined to be routine or non-routine maintenance, the HA will schedule and pay for the repairs. If the problem is determined to be caused by abuse by the tenant or any person allowed in the unit by the tenant, the tenant is required to make the repairs at his/her own expense. Failure by the tenant to correct the problem will result in the HA correcting the problem and billing the tenant for the costs.

14.9 Work Orders

In order to schedule and track work properly, all work requests shall be recorded on a "work order form".

- a. A staff representative should fill out a work order form whenever a request for work comes in to the maintenance shop or office staff, whether by a resident's phone call or a request.
- b. The maintenance supervisor shall have the responsibility for scheduling work daily and weekly according to the "work order forms" in his possession. He will base his scheduling on the maintenance policy for priorities.

- c. Work orders must show the following:
 - (1) date order was taken;
 - (2) complete description (nature of problem);
 - (3) tenant name and phone number;
 - (4) complete address;
 - (5) date work completed;
 - (6) permission to enter;
 - (6) signature of tenant following completion of work - If tenant isn't available, indicate and staff sign;
 - (7) cost of materials and staff acceptance.
- d. Indicate on work order if service is to be charged or at no charge to tenant. Charge service would be for non-routine work that has been caused by tenant's misuse or abuse of █ Housing Authority/Tribal property.
- e. Work on homeownership units may be done only if participant agrees to pay for materials, labor and mileage.
- f. Normal working hours are from 8:00am to 5:00pm, Monday through Friday. Maintenance staff in each area are responsible for emergency service if service is for health and safety of tenant or █ Housing Authority property.
- g. All maintenance personnel out in the field are to check in by use of vehicle radio or telephone at specified times of day, in the event an emergency does occur.
- h. All maintenance staff will send in completed work orders with their time sheet every week. Overtime pay will be allowed for service calls or for work previously authorized by █ Housing Authority Director or designee.
- i. All maintenance staff will do their best to reduce overall costs by anticipating their needs in advance and submitting their needs to the maintenance supervisor and/or purchase agent.
- j. Copies of the work orders will be filled in the tenant's folder with the time sheet. If the cost of materials is to be charged to the tenant and adjustment slip should be included charging the tenant's account receivable.
- k. The █ HA will bill all charges for repair costs to tenants and homebuyers at cost. Charges will be changed periodically as the prices of materials and labor changes. Costs will be adjusted as necessary.

14.10 Materials Management

Materials Management includes the capitalization, inventory, and description of all materials, supplies, equipment, contracts, and services provided to the ■ HA, consistent with applicable HUD regulations including Indian housing procurement 24 CFR 905.160, subpart B (attached as Appendix A), procurement standards at 24 CFR 85 (attached as Appendix B), Annual Contributions Contract (ACC) requirements, and other applicable handbooks

This Material Management Policy of the ■ HA is intended to supplement, not reiterate applicable regulations. Whenever circumstances may arise for which no provision has been offered in this policy, it shall be the responsibility and authority of the Housing Director, or designee, to resolve the situation or issue consistent with applicable regulations and/or prior practices of the ■ HA.

14.11 Authorization

The contracting officer, who shall be the Housing Director or other individual he/she has authorized in writing, will administer all materials management transactions and administration. The Housing Director shall issue operational procedures to be approved by the ■ HA Housing Committee that will be a part of this policy by attachment.

The Housing Director or his/her designee shall assure that:

- a. procurement requirements are subject to an annual planning process to assure efficient and economic purchasing;
- b. contracts and modifications are in writing, clearly specifying the desired supplies, services, or construction, and are supported by sufficient documentation regarding the history of the procurement, including as a minimum the method of procurement chosen, the selection of the contract type, the rationale for selecting or rejecting offers, and the basis for the contract price;
- c. for procurement other than small purchases, public notice is given of each upcoming procurement at least 10 days before a solicitation is issued; responses to such notice are honored to the maximum extent practical; a minimum of 30 days for main construction contracts and 15 days for other contracts is provided for preparation and submission of bids or proposals; and notice of contract awards is made available to the public;
- d. solicitation procedures are conducted in full compliance with federal standards stated in 24 CFR 85.36 (Appendix B) and the Indian preference requirements and methods of procurement at 24 CFR 905, subpart B (Appendix A);
- e. an independent cost estimate is prepared before solicitation issuance and is appropriately safeguarded for each procurement above the small purchase limitation, and a cost or price analysis is conducted of the responses received for all procurements;

- f. contract award is made to the responsive and responsible bidder offering the lowest price, consists with Indian preference requirements (for sealed bid contracts) or contract award is made to the offer whose proposal offers the greatest value to the [REDACTED] HA, considering price, technical, and other factors as specified in the solicitation, including Indian preference (for contract awarded based on competitive proposals); unsuccessful firms are notified within ten days after contract award;
- g. there are sufficient unencumbered funds available to cover the anticipated cost of each procurement before contract award or modification (including change orders), work is inspected before payment, and payment is made promptly for contract work performed and accepted;
- h. procedures for inventory control, storage and protection of goods and supplies, and issuance of, or other disposition of, supplies and equipment are established, and in accordance with HUD Handbook 7485.1 for modernization projects;
- i. the [REDACTED] HA adheres to the procurement and program requirements of HUD Handbook 7450.1 for Indian Housing development projects and HUD Handbook 7485.1 for modernization projects; and
- j. the [REDACTED] Housing Authority complies with applicable HUD review requirements as provided in the operational procedures implementing this statement.

* This policy statement and any later changes shall be submitted to the [REDACTED] [REDACTED] Housing Authority Housing Committee for approval. The Housing Committee appoints and delegates procurement authority to the Housing Director or designee and is responsible for ensuring that any procurement policies adopted are appropriate for the [REDACTED] Housing Authority.

14.12 Small, Minority, and Women Owned Firms Participation

The [REDACTED] HA shall make efforts to ensure that small, minority, and women owned businesses, and individuals or firms located in or owned in substantial part by persons residing in the area of the [REDACTED] HA projects are used when possible.

Goals may be established by the [REDACTED] HA periodically for participation by small, minority, and women owned businesses, and businesses concerns which are located in, or owned in substantial part by persons residing in the area of the project, in the KIGHA's prime contracts and subcontracting opportunities.

14.12.1 Definitions

- a. A small business is defined as a business that is independently owned – not dominant in its field of operation and not an affiliate or subsidiary of a business dominant in its field of operation. The size standards in 13 CFR 121 shall be used, unless the [REDACTED] HA determines that there use is inappropriate.

- b. A minority or women owned business is defined as a small business that is 51% or more owned and actively managed by a minority or women owner.
- c. A business concern located in the area of the project is defined as an individual or firm located within the relevant section 3 covered project area, as determined pursuant to 24 CFR 135.15, listed on HUD's registry of eligible business concern, and meeting the definition of small business above.
- d. A business concern owned in substantial part by persons residing in the area of the project is defined as a business concern which is 51% or more owned by persons residing within the project, owned by persons considered by the U.S. Small Business Administration to be socially or economically disadvantaged, listed on HUD's registry of eligible business concerns, and meeting the definition of small business above.

14.13 Materials Classifications

- a. Non-expendable property or equipment items are defined as those having a useful life of more than one year, or having a value of \$300.00 or more. The cost of such property shall be treated as a capital expenditure with financial controls maintained through appropriate accounts in the general ledger.
- b. Expendable property items are defined as those items having a useful life of less than one year or having a value of less than \$300.00; the cost of which when purchased is not treated as a capital expenditure.
- c. Materials and supplies are defined as items of property which:
 - (1) can be used only; or
 - (2) are spent in use; or
 - (3) have no useful life or become an integral part of other property when put in use.

14.14 Inventories

The Housing Director is charged with the responsibility of caring for and safeguarding █ HA owned property. Written statements concerning lost, stolen, destroyed, or abandoned property shall be required on the annual inventory to be submitted to the █ HA Housing Committee at a close of each fiscal year.

- a. Expendable equipment, materials, furniture, and supplies purchased by the █ HA shall be controlled by the physical inventory method.
 - (1) All expendable equipment, materials, and supplies received shall be inspected and counted by a █ HA employee.

- (2) Care of all expendable equipment, materials and supplies will be taken by all employees to ensure the prevention of misuse, waste, damage, or pilferage.
 - (3) All expendable equipment, maintenance materials, and supplies used by the █ HA must be accounted for through the work order procedure that will identify the project, program, unit, and/or contract for which the equipment, materials, or supplies are expended.
 - (4) All office materials and supplies shall be prorated between programs as per the allocation of expenses for operating budgets.
 - (5) Expendable equipment, materials, and supplies will be physically inventoried at least annually with adjustments and recordings made to accounting records to reflect the actual inventories on hand.
- b. Non-expendable equipment shall be controlled through the use of inventory control cards and accounting records of the purchase or disposition.
- (1) Approved property ledger cards shall be used which will include at least (if applicable) the make, model, serial number, quantity purchased, quantity on hand, purchase price, date of purchase, and vendor.
 - (2) Non-expendable equipment will be physically inventoried at least annually, with adjustments and recordings made to accounting records to reflect the actual inventories on hand.
- c. Differences in inventories between the amounts shown by accounting records and the amounts obtained through a physical count, arising out of errors, other than theft, destruction, or obsolescence, shall be adjusted by means of inventory adjustment records as submitted by the KIC Housing Committee.
- (1) The Housing Director shall evaluate losses from theft, destruction, or obsolescence.
 - (2) A record shall be made of the action authorized by the Committee, both for the account record and for the administrative controls to be used to prevent future occurrences.
- d. Inventory lists shall be retained pending audit.

14.15 Disposition

- a. Personal property shall not be sold or exchanged for less than its fair value. Personal property with an estimated value of \$1000.00 or more, which is to

be sold to other than a public body for a public use, shall be sold at public sale.

- b. The maintenance supervisor shall maintain an active inventory of all useable and non-useable equipment.
- c. Personal property of the █ HA shall not be destroyed, abandoned, or donated without the prior approval of the Committee. The contracting officer shall make every effort to dispose of excess personal property according to approved procedures. However, if the property has no scrape or salvage value and a purchaser cannot be found, a statement shall be prepared by the contracting officer listing the prospective bidders solicited and all other efforts to sell the property, together with recommendations as to the manner of disposition. This statement shall be referred to the Housing Committee for its approval. A copy of the Housing Committee's approval, together with the completed documentation in support of the destruction, abandonment, or donation, shall be retained as a part of the permanent records.

14.16 Housing Committee Certification

- a. The █ HA Housing Committee is responsible for insuring the proper, timely, and efficient execution of the materials management policy and procedures of the █ HA. In this capacity, the Housing Committee shall certify that program requirements are being met, prior to the execution of any contracts in excess of small purchase amounts.
- b. The █ HA Housing Committee shall provide certification to HUD as required in any other instance as provided in applicable regulations and in the best interest of the █ HA.

14.17 Public Access to Procurement Information

Procurement information shall be a matter of public record to the extent provided by applicable Freedom of Information Acts or similar laws.

14.18 Donations and Acquisitions

Any and all donations or acquisitions of property, equipment, materials or supplies properly made to or by the █ HA shall be accounted for as if procured for █ HA use, as per the procedure attached to this policy.

14.19 Complaints

- a. The Housing Director shall establish a system of sanctions for violations of the ethical standards consistent with state, tribal, or local law.
- b. Appeals and Remedies – It is the █ HA's policy to resolve all contractual issues informally at the █ HA level, without litigation. Disputes shall not be referred to HUD until all administrative remedies have been exhausted at the █ HA level. When appropriate, the █ HA may consider the use of

informal discussions between the parties by individuals who did not participate substantially in the matter in dispute, to help resolve the differences. HUD will only review protests in cases of violations of federal law or regulation and failure of the [REDACTED] HA to review a complaint or protest.

- c. Bid Protests – Any actual or prospective contractor may protest the solicitation or award of a contract for serious violations of the principles of this statement. Any protests against solicitation must be received before the due date for receipt of bids or proposals and any protest against the award of a contract must be received within ten calendar days after contract award or the protest will not be considered. All bid protest shall be in writing, submitted to the contracting officer or designee, who shall issue a written decision on the matter. The contracting officer may at his or her discretion suspend the procurement pending resolution of the protest if warranted by the facts presented.
- d. Contract Claims – All claims by a contractor relating to performance of a contract shall be submitted in writing to the contracting officer or designee for a written decision. The contractor may request a conference on the claim. The contracting officer's decision shall inform the contractor of its appeal rights to a higher level in the [REDACTED] HA, such as the Housing Director or a designated Housing Committee Member, or a procurement appeals board.
- e. Protests Involving Indian Preference – Complaints arising out of any of the methods of providing for Indian Preference shall be handled in accordance with the procedures in this policy, consistent with 24 CFR 905.165(f).

GLOSSARY OF TERMS

Adjusted Income. For the purposes of calculating payments under the Indian Housing Block Grant Program, the annual income that remains after excluding the following amounts:

1. Youth, 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) who is under 18 years of age; OR who is:
 - a. 18 years of age or older; and
 - b. a person with disabilities or a full-time student.
2. Elderly - \$400 for an elderly.
3. Medical and Attendant Expenses - The amount by which 3 percent of the annual income of the family is exceeded by the aggregate of:
 - a. medical expenses, in the case of an elderly or disabled family; and
 - b. 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.
4. Childcare Expenses - Childcare expenses, to the extent necessary to enable another member of the family to be employed or to further his or her education.
5. Earned Income of Minors - The amount of any earned income of any member of the family who is less than 18 years of age.
6. Travel Expenses - Excessive travel expenses, not to exceed \$25 per family per week, for employment- or education-related travel.
7. Child Support Payments – the amount of monthly payments paid as documented by a divorce decree and/or judgment of the court.
8. Other Amounts - Such amounts as may be provided in the Indian Housing Plan for an Indian tribe.

Affordable Housing. The term “affordable housing” means housing that complies with the requirements for affordable housing under Title II of NAHASDA. The term includes (but is not limited to) permanent housing for homeless persons who are persons with disabilities, transitional housing, and single room occupancy housing.

Affordable Housing Activities. Activities in accordance with Section 202 of NAHASDA, to develop or to support affordable housing for rental or homeownership or to provide housing services with respect to affordable housing, through the following activities:

1. Indian Housing Assistance - The provision of modernization or operating assistance for housing previously developed or operated pursuant to a contract between the Secretary and an Indian Housing Department.
2. Development - The acquisition, new construction, reconstruction, or moderate or substantial rehabilitation of affordable housing, which may include real property acquisition, site improvement, development of utilities and utility services, conversion, demolition, financing, administration and planning, and other related activities.
3. Housing Services - The provision of housing-related services for affordable housing, such as housing counseling in connection with rental or homeownership assistance, establishment and support of resident organizations and resident management corporations, energy auditing, activities related to the provision of self-sufficiency and other services, and other services related to assisting owners, tenants, contractors, and other entities, participating or seeking to participate in other housing activities assisted pursuant to this Section.
4. Housing Management Services - The provision of management services for affordable housing, including preparation of work specifications, loan processing, inspections, tenant selection, management of tenant-based rental assistance, and management of affordable housing projects.
5. Crime Prevention And Safety Activities - The provision of safety, security, and law enforcement measures and activities appropriate to protect residents of affordable housing from crime.
6. Model Activities - Housing activities under model program that are designed to carry out the purposes of this Act and are specifically approved by the Secretary as appropriate for such purpose.

Anniversary Date of Lease. Day of the year on which the lease was initially executed.

Annual Income. "Annual Income" has one of the following meanings, as determined by the

1. Section 8 Definition. "Annual Income" as defined for HUD's Section 8 programs 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. Census Definition. "Annual Income" as reported under the Census long-form for the most recent available decennial Census. This definition includes:
 - a. wages, salaries, tips, commissions, etc.
 - b. self-employment income;

- c. farm self-employment income;
 - d. interest, dividends, net rental income, or income from estates or trusts;
 - e. Social Security or railroad retirement;
 - f. Supplemental Security Income, Aid to Families with Dependent Children; or other public assistance or public welfare programs;
 - g. retirement, survivor, or disability pensions;
 - h. Any other source of income received regularly, including veterans (VA) payments, unemployment compensation, and alimony; or
3. IRS Definition. Adjusted Gross Income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 series for individual federal income tax purposes

Assistant Secretary. The Assistant Secretary for Public and Indian Housing.

Child. A member of the family, other than the head or spouse, who is under eighteen (18) years of age.

Caregiver. A relative or person with a demonstrated involvement with the applicant (at least 5 years) that supports a claim of obligation for the applicants welfare who will communicate on behalf of the client should he/she become incapable of working directly with the KIC Housing Department staff in a timely and effective manner.

Child Care Expense (see “Adjusted Income”). 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 be gainfully employed or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care, and in the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of Income received from such employment.

Dependent. (Note: Do not use this definition when calculating rents or payments. See definition of “Adjusted Income”.) A member of the family household (excluding foster children), other than the head of family or spouse, who is under 18 years of age or is a disabled or handicapped person, or is a full-time student.

Department. An Indian Housing Department, as defined. For the purposes of this Policy, “Department” shall mean the KIC Housing Department.

Department or HUD. The Department of Housing and Urban Development. For the purposes of this policy, references to “HUD” shall refer to “ONAP”, or the Office of Native American Programs.

Designated for the Elderly or Handicapped. Any development, including any building within a mixed-use development, that was designated for occupancy by the elderly or handicapped at

its inception, or, although not so designated, for which the Department gives preference in tenant selection for all units in the development, or for a building in a mixed-use development, to elderly or handicapped families.

Dilapidated. A housing unit that does not provide safe and adequate shelter and in its present condition endangers the health, safety, or well-being of a family; OR, the unit has one or more critical defects, or a combination of intermediate defects in sufficient number or extent to require considerable repair to the building. The defects may involve original construction or they may result from continued neglect or repair, or from serious damage to the structure.

Displaced Person. Any person (household, business, nonprofit organization, or farm) that moves from real property, or moves his or her personal property from real property, permanently as a direct result of rehabilitation, demolition, or acquisition for a project assisted under NAHASDA. It includes, but is not limited to:

1. a tenant-occupant of a dwelling unit who moves from the building/complex permanently after the submission to HUD of an IHP that is later approved.
2. any person, including a person who moves before the date described in paragraph 1 that the recipient determines was displaced as a direct result of acquisition, rehabilitation, or demolition for the assisted project.
3. a tenant-occupant of a dwelling unit who moves from the building/complex, permanently, after the execution of the Agreement between the recipient and HUD, if the move occurs before the tenant is provided written notice offering him or her the opportunity to lease and occupy a suitable, decent, safe and sanitary dwelling in the same building/complex, under reasonable terms and conditions, upon completion of the project. Such reasonable terms and conditions include a monthly rent and estimated average monthly utility costs that do not exceed the greater of:
 - a. the tenant-occupant's monthly rent and estimated average monthly utility costs before the Agreement; or,
 - b. 30% of gross household income.
4. A tenant-occupant of a dwelling who is required to relocate temporarily, but does not return to the building/complex if either:
 - a. the tenant-occupant is not offered payment for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, including the cost of moving to and from the temporarily occupied unit, any increased housing costs and incidental expenses; or
 - b. other conditions of the temporary relocation are not reasonable.
5. A tenant-occupant of a dwelling who moves from the building/complex after he or she has been required to move to another dwelling unit in the same building/complex in order to carry out the project, if either:

- a. the tenant-occupant is not offered reimbursement for all reasonable out-of-pocket expenses incurred in connection with the move; or
- b. other conditions of the move are not reasonable.

Notwithstanding, the provisions of paragraph 5.a. of this section, a person does not qualify as a "displaced person" (and is not eligible for relocation assistance under the URA or this section), if:

1. the person moved into the property after the submission of the IHP to HUD, but, before signing a lease or commencing occupancy, was provided written notice of the project, it's possible impact on the person (e.g., the person may be displaced, temporarily relocated or suffer a rent increase) and the fact that the person would not qualify as a "displaced person" or for any assistance provided under this section as a result of the project;
2. the person is ineligible under 49 CFR 24.2(g)(2).
3. the recipient determines the person is not displaced as a direct result of acquisition, rehabilitation, or demolition for an assisted project. To exclude a person on this basis, HUD must concur in that determination.

A recipient may at any time ask HUD to determine whether a specific displacement is or would be covered under this section.

Domestic Violence. Actual or threatened physical violence directed against one or more members of a family by a spouse of the member of the household.

Drug-related Criminal Activity. The illegal manufacture, sale, distribution, use, or the possession with intent to manufacture, sell, distribute or use, of a controlled substance (as such term is defined in Section 102 of the Controlled Substances Act).

Dwelling Unit. A Unit, as defined.

Elderly Families and Near-Elderly Families. A family whose head (or his or her spouse), or whose sole member, is an elderly person or a near-elderly person, respectively. Such terms include two or more elderly persons or near-elderly persons living together, and one or more such persons living with one or more persons determined under the Indian Housing Plan for the agency to be essential to their care or well-being.

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

Family. A family with or without children, an elderly family, a near-elderly family, a disabled family, a single person, as determined by the [REDACTED].

Grant Beneficiary. The Indian tribe or tribes on behalf of which a grant is made under NAHASDA to a recipient.

Handicapped Assistance Expenses. Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a

handicapped or disabled family member, and that are necessary to enable a family member (including handicapped and disabled members) to be employed; provided that, the expenses are neither paid to a member of the family nor reimbursed by an outside source.

Head of Household. That adult member of the family who is actually looked to, and held accountable for, the family's needs.

Homebuyer. The member or members of a low-income family who have executed a homebuyer (lease with an option to purchase) Agreement with the KIC and who have not yet achieved Homeownership.

Homebuyer Agreement. An agreement by which a family intends to achieve homeownership.

Homebuyer Payment. The payment of a family purchasing a home pursuant to a homebuyer agreement.

Homeless Family. A family who is without safe, sanitary and affordable housing even though it may have temporary shelter provided by the community; or a family who is homeless as determined by the KIC.

Homeowner. A former homebuyer who has achieved ownership of his or her home and has been conveyed title to the home.

HUD. The U. S. Department of Housing and Urban Development.

IHBG. Indian Housing Block Grant.

Income. Annual Income, as defined.

IHP. Indian Housing Plan, as defined in Section 102 of NAHASDA.

Income Limits. HUD established Low and Very Low Income Limits that are used to determine if assisted housing program applicants qualify for admission to the programs, and are based on HUD estimates for area median family income.

Indian. Any person who is a member of an Indian tribe, as defined.

Indian area. The area within which an Indian Housing Department is authorized to provide low-income housing.

Indian Area. The area within which an Indian tribe operates affordable housing programs or the area in which a TDHE is authorized by one or more Indian tribes to operate affordable housing programs. Whenever the term 'jurisdiction' is used in NAHASDA it shall mean 'Indian Area' except where specific reference is made to the jurisdiction of a court.

Indian Tribe.

1. In General - A tribe that is a federally recognized tribe or a state-recognized tribe.

2. Federally Recognized Tribe - Any Indian tribe, band nation, or other organized group or community of Indians, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, that is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians pursuant to the Indian Self-Determination and Education Assistance Act of 1975.
3. State-Recognized Tribe
 - a. In General - Any tribe, band, nation, pueblo, village or community that has been recognized as an Indian tribe by any state; and for which an Indian Housing Department has, before the effective date stated in Section 107 of NAHASDA, entered into a contract with the Secretary pursuant to the 1937 Act for housing Indian families and has received funding pursuant to such contract within the 5-year period ending upon such effective date.
 - b. Conditions - Notwithstanding above, the allocation formula under Section 302 of NAHASDA shall be determined by a state-recognized tribe under tribal membership eligibility criteria in existence on the date of the enactment of NAHASDA; and nothing in this paragraph shall be construed to confer upon a State-recognized tribe any rights, privileges, responsibilities, or obligations otherwise accorded groups recognized as Indian tribes by the United States for other purposes.

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

Low-Income Family. A family whose annual income does not exceed eighty percent (80%) of the median income for the area as determined by HUD, with adjustments for smaller and larger families, except that the Secretary may, for purposes of this paragraph, establish income ceilings higher or lower than 80 percent (80%) of the median for the area on the basis of the findings of the Secretary or the agency that such variations are necessary because of prevailing levels of construction costs or unusually high or low family incomes.

Median Income. With respect to an area that is an Indian area, the greater of:

1. the median income for the counties, previous counties, or their equivalent in which the Indian area is located, or
2. the median income for the United States.

Medical Expenses* (see definition of “Adjusted Income”). Those out-of-pocket medical expenses, including medical insurance premiums, that are anticipated during the period for which Annual Income is computed, and that are not covered by insurance.

Monthly Adjusted Income. One-twelfth (1/12) of the Adjusted Income.

Monthly Income. One-twelfth (1/12) of the Annual Income.

NAHASDA. The Native American Housing Assistance and Self-Determination Act of 1966 (25 U.S.C. 4101 et seq.).

Near Elderly Family (see “Elderly Families and Near-Elderly Families). A family whose head or spouse (or sole member) is at least 55 years of age but below the age of 62 years.

Near Elderly Person. A person who is at least 55 years of age and less than 62 years of age.

Net Family Assets. The net cash value, after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds and other forms of capital investment, excluding interest in Indian Trust land. In determining Net-family Assets, the value of any assets disposed of by an applicant or Tenant for less than fair market value (including disposition in trust but not in foreclosure or bankruptcy sale) during the two (2) years preceding the date of application for the program or reexamination, as applicable, shall be included in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or Tenant receives important consideration not measurable in dollar terms.

1937 Act. The United States Housing Act of 1937 (42 U.S.C. 1437 et seq.).

Non-Elderly Family. A family whom head of family and/or spouse is less than 62 years of age and neither handicapped nor disabled.

Nonprofit. With respect to an organization, association, corporation or other entity, that no part of the net earnings of the entity inures to the benefit of any member, founder, contributor or individual.

Office of Native American Programs (ONAP). The office of HUD that has been delegated authority to administer programs under 24 CFR § 1000.

Occupancy Standards. Standards established by the Department governing the allowable size of family occupying a particular size of Dwelling Unit.

Overcrowded Unit. A Unit occupied by more than the number of persons permitted by the Department’s Occupancy Standards.

Person with Disabilities. A person who:

1. has a disability as defined in Section 223 of the Social Security Act;
2. has a development disability as defined in section 102 of the Development Disabilities Assistance and Bill of Rights Act;
3. has a physical, mental or emotional impairment which:
 - a. is expected to be of long-continued and indefinite duration;

- b. substantially impedes his or her ability to live independently; and
 - c. is of such a nature that such ability could be improved by more suitable housing conditions
4. The term “person with disabilities” includes persons who have the disease of acquired immunodeficiency syndrome or any condition arising from the etiologic agent for acquired immunodeficiency syndrome.
5. Notwithstanding any other provision of law, no individual shall be considered a person with disabilities for purposes of eligibility for housing assisted under this part solely on the basis of any drug or alcohol dependence. The Secretary shall consult with Indian tribes and appropriate federal agencies to implement this paragraph.

Physical, Mental or Emotional Impairment.

1. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological, musculoskeletal, special sense organs, respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or
2. Any mental or psychological condition, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.
3. The term “physical, mental, or emotional impairment” includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech, and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, mental retardation, and emotional illness.

Preference. A means of ensuring that housing assistance is directed to those with certain housing needs by providing housing or assistance to applicants in certain categories prior to others on the wait list who applied earlier.

Public Assistance. Welfare or similar payments to families that are made under programs funded by federal, state and/or local governments.

Recipient. An Indian tribe or the entity for one or more Indian tribes that is authorized to receive grant amounts under NAHASDA on behalf of the tribe or tribes.

Secretary. The Secretary of the Department of Housing and Urban Development.

Single Person. A person living alone, or intending to live alone, who does not qualify as an elderly family, a near-elderly family, a displaced person, or as the remaining member of a tenant family.

Spouse. A member of the family household who is not a dependent but who is either the husband or wife of the head of family or has established a stable family relationship with the head of family.

Stable Family Relationship. A family relationship established by evidence that two (2) or more persons have shared residency, income, and resources for a period of not less than one (1) year.

State. Any of the several States of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, Guam, the Virgin Islands, American Samoa, and any other territory or possession of the United States and Indian tribes.

Subsequent Homebuyer. Any homebuyer other than the homebuyer who first occupies a home pursuant to a homebuyer agreement.

Tenant Rent. Monthly amount the family must pay to the Department for occupancy of the dwelling unit. Tenant rent equals the total tenant payment less the utility allowance, if any.

Term. Means any one of the periods into which a particular school year is divided for tuition purposes and fixed as such for a particular school

Total Development Cost. As published by HUD, the maximum amount of funds (from all sources) that may be used to develop or acquire/rehabilitate affordable housing.

Total Tenant Payment. The calculated monthly rent payable by the eligible family for occupancy of the dwelling unit before utility allowance, if any.

Tribally Designated Housing Entity (TDHE). The terms 'tribally designated housing entity' and 'housing entity' have the following meaning:

1. Existing IHA's- With respect to any Indian tribe that has not taken action under subparagraph 2, and for which an Indian housing authority:
 - a. was established for purposes of the United States Housing Act of 1937 before the date of the enactment of this Act that meets the requirements under the United States Housing Act of 1937;
 - b. is acting upon such date of enactment as the Indian housing authority for the tribe, and
 - c. is not an Indian tribe for purposes of this Act; the terms mean such Indian housing authority.
2. Other Entities- With respect to any Indian tribe that, pursuant to this Act, authorizes an entity other than the tribal government to receive grant amounts and provide assistance under this Act for affordable housing for Indians, which entity is established:

- a. by exercise of the power of self-government of one or more Indian tribes independent of state law, or
 - b. by operation of state law providing specifically for housing authorities or housing entities for Indians, including regional housing authorities in the State of Alaska, the terms mean such entity.
3. Establishment- A tribally designated housing entity may be authorized or established by one or more Indian tribes to act on behalf of each such tribe authorizing or establishing the housing entity.

Unauthorized Non-Family Resident. Occupancy of a unit who is not a member of the family, as specified in the lease, and whose presence in the unit has not been authorized by the Department.

Unit. The residence (apartment, house, etc.) owned and/or managed by the Housing Department and rented or leased to an eligible family. The size of the unit is determined by the number of bedrooms.

Utility Allowance. Where the cost of utilities and other housing services for a dwelling unit (not including telephone service) is not included in the tenant rent but is the responsibility of the family, an amount equal to the estimate, made and approved by the Department, of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservation household of modest circumstances consistent with the requirements for a safe, sanitary and healthful living environment.

Very Low-Income Family. A family whose Income does not exceed fifty percent (50%) of the median income for the area, as determined by HUD, with adjustments for smaller or larger families.

Violent Criminal Activity. Any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against a person or property of another. The Housing Department will take into consideration the length of time since the last evidence of such activity, and the record of rehabilitation efforts on behalf of the family member.

Visitor. A person temporarily residing in a dwelling unit with a family for a period of not more than fourteen (14) days during any thirty day period. Persons residing longer than fourteen (14) days, without the prior permission of the Department, shall be determined to be

Unauthorized Non-Family Residents. The repeated presence of additional persons in the Unit and/or their use of the Unit for purposes such as receiving mail or storing possessions may be cause for the family's assistance to be terminated.

Welfare Assistance. Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by federal, state or local governments.

APPENDIX A –POTENTIAL CONFLICT OF INTEREST FORM

June 28, 2011

Name of Administrator
Office of HUD
Street Address
City, State and Zip

RE: Potential Conflict of Interest
Applicant:

Dear HUD Administrator

Enclosed as required by [redacted] Housing Authority/Tribe ([redacted] HA) Conflict of Interest Policy is a copy of a "Public Posting Notice of Statement of Potential Conflict of Interest." This Potential Conflict of Interest is for [redacted] Who is [redacted] [Relative] and a Tribal Member. [redacted] has applied for Native American Housing Assistance and Self Determination Act (NAHASDA) program and meets the eligible criteria for the program.

The Public posting period began on June 28, 2011 and will continue for the required ten (10) calendar days.

If you have any questions, please do not hesitate to contact our office.

Sincerely,

Housing Director

Enclosure:
[redacted] HA Conflict of Interest of Public Posting

Public Posting Notice of Statement of Potential Conflict of Interest

Posting No: _____

Per the Department of Housing and Urban Development (HUD) NAHASDA regulations, specifically section 24 CFR 1000.30-100.36, the housing authority/tribe must public disclose when an individual directly affiliated with the organization has qualified and been selected to receive financial assistance through the NAHASDA Program.

A potential Conflict of Interest is being disclosed due to the following:

Name of participant/Applicant: _____

Participant/Applicant is a immediate relative of _____ (qualifying employee, Housing Committee, Tribal Board member, or any of their immediate relatives.)

Participant/Applicant has applied and met the requirements for participating in the █ HA's _____ Program which consists of the following criteria for eligibility:

- Met the low-income guidelines published by HUD.
- Qualified for preference in selection as Alaska Native/American Indian.
- Met all other eligibility requirements per the █ HA Indian Housing Program Policies and Procedures.

Please be advised that any public comments must be received at the █ HA Office within ten (10) calendar days of the initial date of this posting. When counting a specific number of days, the days of the beginning action (initial date of posting), and the day of the ending action (final posting date), shall be counted. All conflict of interest comments must be in a sealed envelope, addressed as: "█ HA Conflict of Interest Statement". Comments that are received will be reviewed by the Housing Director and the Housing Committee at the next regular scheduled meeting. The █ HA will not consider any comments received after the end of this ten (10) day comment period.

On the ___ day of _____, 2005, at this time of ___ am/pm, this Potential Conflict of Interest was posted at █ Housing Authority Office Located at 615 Stedman Street, █ and on the ___ day of _____, 20__, at the time of ___ am/pm, this form will be taken down.

Signed: _____

Title: _____

**APPENDIX B – RELOCATION NOTIFICATION LETTER
GENERAL INFORMATION NOTIFICATION LETTER**

Dear _____:

On _____ (Date), the residents of _____ (Identifying no., etc.) _____ project were notified that the _____ is preparing to perform modernization work on your housing unit. The work items identified during the partnership process planning meeting are the items that will be performed during the modernization work.

This notice is to inform you that, when your project is rehabilitated, you will not be displaced. Therefore, we urge you not to move anywhere at this time. (If you do elect to move for reasons of your choice, you will not be provided with relocation assistance.) This notice guarantees you the following:

1. You will be able to re-occupy your home or another suitable, decent, safe and sanitary home in the same project or locality upon completion of the rehabilitation. Your monthly rent will continue to be computed at 30 percent of adjusted income, and it will not increase as a result of the rehabilitation work.
2. If you are required to temporarily relocate so that rehabilitation work can be completed, suitable housing will be made available to you for the temporary period, and you will be reimbursed for all reasonable extra expenses, including all moving costs and any increase in housing costs. The temporary unit will be decent, safe, and sanitary and all other conditions of the move will be reasonable.

During your temporary relocation period while your home is being rehabilitated, the _____ will make every effort to assist you in any way possible to minimize disruption to you and your family. Again, we urge you not to move at this time. You will be provided sufficient notice prior to the move. The _____ will make every effort to assist you in accommodating your needs. Because Federal assistance would be involved, you will be protected by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

This notice is important and should be retained. You will be contacted as we proceed. If you have any questions or desire counseling services please contact (Name) , (Title), at (Phone), (Address) . Remember: do not move before we have a chance to discuss eligibility for assistance with you.

Sincerely,

EXHIBIT A

FINAL NOTIFICATION LETTER

Dear _____:

You were notified by letter on _____ (Date of Letter) that the _____ was providing modernization funding to rehabilitate your home. Based on the nature and extent of the work to be done, it will be necessary for you and your family to temporarily relocate during the construction period. Based on the schedule of project implementation, the period of temporary relocation will begin on (Date) , and should be finished by (Date) .

The following dwellings are available for occupancy by your family during the period of temporary relocation. You can choose not to use these housing resources and may choose an alternative, however, the conditions of decent, safe and sanitary must be met to retain eligibility for relocation assistance.

Location: _____

Type: _____

Location: _____

Type: _____

We will be in contact with you if it becomes necessary to change the anticipated dates noted above. A firm date of commencement of the rehabilitation work will be provided no later than 45 days before work begins. Based on the project implementation schedule, you should be able to re-occupy your home by (Date).

A schedule of eligible relocation benefits is as follows;

If there are any questions, please contact _____ at _____

Sincerely,

Housing Authority
Admission & Occupancy Policy

1. Eligibility for Admission

To be eligible for admission an applicant must meet one of the following requirements to qualify as a family that consists of:

A. Family Income

The family's Annual Income cannot exceed the applicable income limits for admission established by the Federal regulations. The Annual Income definition used shall be the one that is most advantageous for the applicant family.

Exception to maximum income limit

- [REDACTED] HA may provide for admission of applicants to the Homeownership Program and Rental Housing Program whose income is between 80% and 100% of median income if it is determined that there is a need for housing for such families that cannot reasonably be met except under this program.
- Total Indian Housing Block Grant (IHBG) funds used for this purpose cannot exceed 10% of the annual grant allocation.

Unless the family is determined to be essential and there is no other housing available, assistance will be prorated as required by program regulations.

B. Native American

At least one member of the family must be a member of a federally-recognized tribe.

C. Desirability

In determining eligibility the following factors also shall apply:

- 1) A home ownership participant who has given up his/her home shall be ineligible for two (2) years.
- 2) Any participant abandoning his/her home shall be ineligible for two (2) years.
- 3) Any participants evicted for non-payment shall not be eligible until arrears are paid in full.

Families determined to be ineligible shall be notified in writing immediately of the reason(s) therefore, and, if requested, the applicant shall be granted a private conference regarding his/her eligibility status.

2. Preference in selection of Tenants

A. In selecting applicants to fill vacancies, the [REDACTED] Housing Authority will give consideration to the following in the order shown.

1. [REDACTED] enrollees
2. Applicants' age, disability or handicapped.
3. Whether applicant is a veteran or serviceman of the U.S. Military.

4. Whether admission to the project would prove detrimental to the project or its residents by established records of any of the following:
 - 1) Non-payment of rightful obligations,
 - 2) Imperil to health, safety, or morals of neighbors,
 - 3) Destruction of property,
 - 4) Disregard for rules of occupancy and rights of others.
5. Other applicants in application-date order

B. Elderly Family selection.

1. Elderly or near elderly families will be given preference for units specifically built or modified for elderly families.
2. Near elderly single persons will be given preference over other single persons to units for elderly.

3. Eligibility Assistance Plan (waiting list)

- A. Each applicant shall be assigned his appropriate place on a community wide basis in a sequence based upon factors affecting preference or priority established by regulation or by the local [REDACTED] Housing Authority's policy.
- B. At the time a unit becomes available, the applicant first on the waiting list shall be offered a suitable unit at the vacancy location.
- C. If an applicant rejects a unit offered, he/she shall be moved to the bottom of the eligibility list. *- How do you document Refusal*
- D. Reassignment or transfer to another dwelling unit may be made to correct occupancy standards.

4. Schedule of Rents

- A. Rents will not exceed 30% of monthly adjusted income.

5. Definition of Income for Determining Rent

Adjusted income, means total family (annual) income less the following.

- 1) \$480.00 Deduction for each minor, full time student, or dependent adult who is dependent upon the family for support.
- 2) Dependent care deduction – reasonable amounts paid when deemed necessary for head of household or spouse to be employed or for education.
 - a) Not to exceed employment income.
 - b) Reimbursement by outside agencies for dependent care is not excluded.
- 3) Families may be allowed a deduction for excessive travel expenses for employment or for education, not to exceed \$25.00 per week.
- 4) Handicapped assistance expense – deduction allowed if it is necessary to help head of household or spouse be employed.

- 5) Medical expenses – deduction allowed is amount exceeds 3% of annual income (elder families only).
- 6) \$400.00 deduction for elderly households

6. Leasing

- A. Prior to admission a lease shall be signed by the family head and spouse and executed by the [redacted] Housing Authority. The head of family who is legally and morally responsible for the group and who is actually looked to and held accountable for the family needs.
- B. The lease is to be current at all times and must be compatible to [redacted] Housing Authority, placed in the tenant’s file, and a copy sent to the tenant.

7. Occupancy Standards

- A. The following standards will determine the number of bedrooms required to accommodate a family of given a size.
 - 1) Standards may be waived when a vacancy problem exists and it is necessary to achieve or maintain full occupancy.
 - 2) Persons per unit size. (By bedrooms)

Number of bedrooms	Minimum	Maximum
One	1	2
Two	2	4
Three	3	6
Four	6	8

8. Annual Examinations

Eligibility for continued occupancy shall be determined periodically in accordance with established examination schedules.

9. Rent Reviews

- A. Rent will be reviewed each year at the time of annual re-examination of income to determine eligibility for continued occupancy.
- B. Upon income review, if it is found that the rent being charged no longer conforms to the approved rent schedule, the rent will be adjusted accordingly.
- C. Once rent is established, such rental rate shall remain in effect until the next annual re-examination or until circumstances occur that warrant interim adjustments.
 - 1) Discontinuance of present income.
 - 2) Whenever a family’s income increases or decreases.
 - 3) When required by changes in HUD regulations.

- D. Tenants are to be notified in writing of any changes in rent resulting from a rent review.
- E. Increases in rent resulting from rent reviews are to be effective on the first day of the second month following the change, given at least a 30-day notice.
- F. Decreases in rent resulting from rent reviews are to be effective on the first day of the second month following the changes.

10. Verifications of Applicant's Statements and Income

- A. Applicants and tenants shall be required to furnish proof of their statements to reasonable assure occurrence.
- B. Certification by applicants will normally be considered sufficient verification of a family composition, displacement, residency, housing conditions, or need. The applicant or tenant's signature on the application for dwelling or continued occupancy provides certification.
- C. All income shall be verified at the time of admission or annual re-examination through:
 - 1) Employer's W-2 forms
 - 2) Income tax returns
 - 3) Check stubs
 - 4) Certificates of awards
 - 5) Other means to ensure accuracy
- D. Decreases in income must be verified.
- E. For those claiming disability as defined in the Social Security Act, but who are not receiving benefits, doctors' certifications as to the degree and possible length of such disability shall be required.
- F. All determinations shall be fully documented in tenant files.

11. Misrepresentation

The tenant is to be notified in writing of any misrepresentations or lease violations revealed through the verification of an annual re-examination, rent review, or other occurrence, and any other corrective action required by the [REDACTED] Housing Authority.

NORTHWEST TRIBAL HOUSING ORGANIZATION

SAMPLE ADMISSIONS AND OCCUPANCY POLICY



With Notations Regarding Implementation of The Native American Housing Assistance and Self-Determination Act (NAHASDA) of 1996

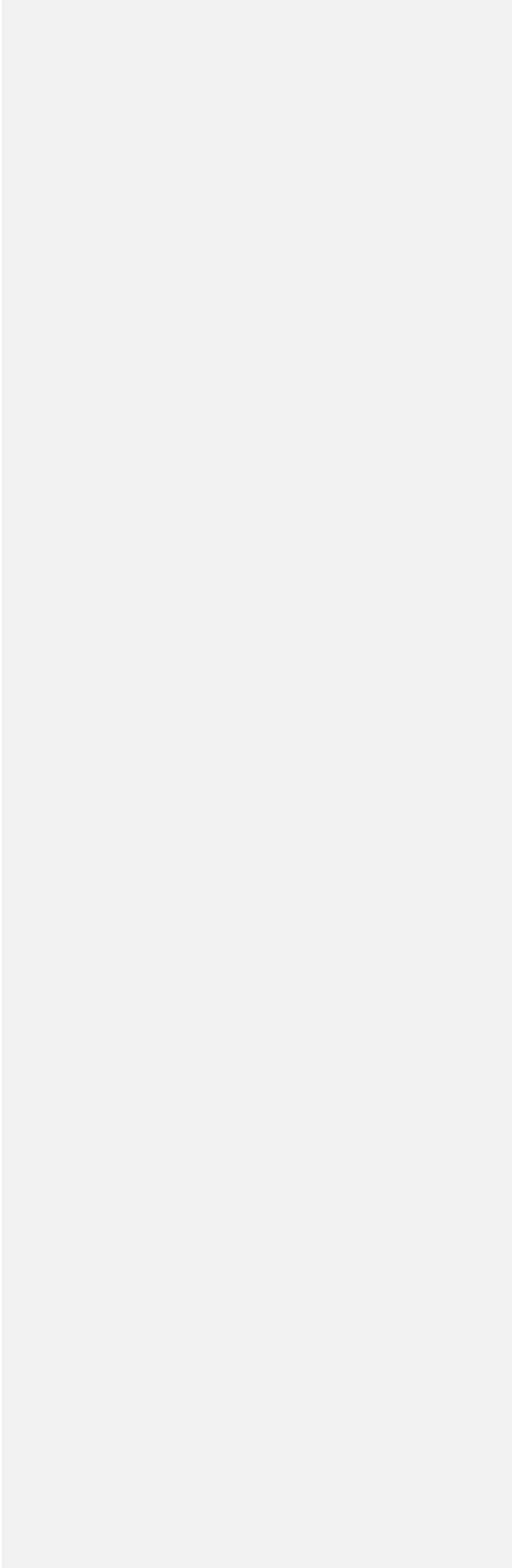


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1. INTRODUCTION

On October 26, 1996, President Clinton signed into law the Native American Housing Assistance and Self-Determination Act of 1996. With a stroke of the pen, all existing programs administered by Indian Housing Authorities were eliminated; programs under which Indian Housing Authorities had been operating since their existence.

The task now facing Indian tribes across the country is to meet the housing needs of their people by creating new housing programs. Opportunities now exist for tribes to create innovative options that meet the specific housing needs of their tribal members. The best way to do this is to learn from past experiences - use the program elements that worked in the past, and change or discard those elements that didn't work or are no longer necessary.

To assist tribal organizations in this process, *Northwest Housing Consultants* has modified its Sample Policy, used for several years as a training tool related to the Homeownership and Low Rent Programs, by noting throughout the policy where changes can be made to meet the new requirements.

Readers should keep in mind that nearly all the language of this Policy can be modified to meet the needs of their particular housing agency or tribe. Most elements contain merely suggested language, and should not be assumed to be required under the regulations or statutes. In other words, because something is stated in the Sample Policy does not necessarily mean that particular element is required by statute or regulation.

Charles Anderson
Northwest Housing Consultants

2. GENERAL PROVISIONS

2.1. Primary Objectives

- to assist and promote affordable housing activities to develop, maintain, and operate affordable housing in safe and healthy environments on Indian reservations and in other Indian areas for occupancy by low-income Indian families;
- to ensure better access to private mortgage markets for Indian tribes and their members and to promote self-sufficiency of Indian tribes and their members;
- to coordinate activities to provide housing for Indian tribes and their members with Federal, State, and local activities to further economic and community development for Indian tribes and their members;
- to plan for and integrate infrastructure resources for Indian tribes with housing development for tribes; and
- to promote the development of private capital markets in Indian country and to allow such markets to operate and grow, thereby benefiting Indian communities.

2.2. Purpose

- To provide guidelines enabling the NTHO staff to administer the programs consistently and fairly
- To provide training and orientation for newly hired staff;
- To provide answers to program questions beyond the scope of the Federal Regulations; and
- To educate Housing Authority clients and the public of the basis for Housing Authority

decisions

Under NAHASDA, all programs administered under the 1937 Housing Act, including the Homeownership Program and the Low-Rent Program, have been eliminated with respect to Indian Housing Authorities. However, Section 202(c)(4)(d) states that IHA's are still required to specify within the Indian Housing Plan how they will "protect and maintain the viability of housing" developed under these 1937 Act Programs. Furthermore, Section 202(1) describes one type of eligible affordable housing activity as the "provision of modernization or operating assistance for housing previously developed or operated pursuant to a contract between the Secretary and an Indian Housing Authority."

IHA's have existing Rental Agreements and Homeownership & Occupancy Agreements with families that must be either continued to be enforced as written, or amended to be consistent with the requirements of the new IHA programs. Each tribe or TDHE must examine its own situation and make this decision in the coming years. For the purposes of this training, it is assumed NTHO will continue to operate both a Homeownership and a Rental program.

This policy pertains to the following programs in accordance with:

- The Homeownership Program, by which the Homebuyer enters into a lease with option to purchase, known as the Homeownership Occupancy Agreement ("HOA"), with NTHO;
- The Rental Program, by which the tenant family enters into a Rental Agreement with NTHO to rent a housing unit;
- The Home Repair Program, by which the NTHO enters into an agreement with a private homeowner to provide funding to bring the home up to a standard condition; and
- The Rental Assistance Program, by which the NTHO enters into an agreement with a landlord to pay a share of a family's rent, based on the family's income.

2.3. Adoption

The Admissions Occupancy Policy is adopted by, and may only be amended by, the NTHO Board of Commissioners.

2.4. Interpretation

24 CFR § 950 has been removed effective October 1, 1997. Regulations have been written under 24 CFR § 1000 to administer programs under NAHASDA.

If any provision of the Admissions Occupancy Policy conflicts with the Federal Regulations (24 CFR § 1000), the Federal Regulations shall prevail. If any provision of this policy conflicts with the Agreement or the Rental Agreement, the Agreement or Rental Agreement shall prevail. However, in all instances the Agreement, the Rental Agreement, the regulations and this policy shall be construed to achieve consistency and to fulfill the overall program goals.

3. ELIGIBILITY

NAHASDA defines family as being: "a family with or without children, an elderly family, a near-elderly family, a disabled family and a single person." 24 CFR § 1000.10 expands the definition by adding: "...as determined by the Indian tribe." There is nothing in this policy that conflicts with the new definition of "family"; however, TDHE's should make the determination if the definition should be changed to meet their specific circumstances.

3.1. Family Composition

Homeownership and Rental housing are provided to eligible Indian/Alaska Native families. A Family can consist of any of the following:

- Single persons who are otherwise eligible;
- An Elderly Family whose head or spouse meets the following definition:
 - 62 years of age or older; or
 - is a Disabled or Handicapped person.
- Two or more persons who will live regularly together in the same home, and whose income and resources are available to meet the Family's needs, with the following clarifications:
 - There can also be other unrelated persons living in the household, such as foster children, if it is determined the home will not be overcrowded.
 - Persons residing with a Family to permit the employment of a sole wage earner, or solely because the person is essential to the care of a family member, shall not be considered a family member when determining eligibility.
- The remaining member of a tenant family;
- A person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized under Federal disaster relief laws.

3.2. Non-Indian Families.

Under NAHASDA, there is no distinction made between programs when determining when non-Indian families are eligible. Section 201(b)(1) states: "Except as provided under paragraph (2), assistance under eligible housing activities under this Act shall be limited to low-income Indian families on Indian reservations and other Indian areas."

Section 201(b)(3) states: "Notwithstanding paragraph (1), a recipient may provide housing or housing assistance provided through affordable housing activities assisted with grant amounts under this Act for a non-Indian family on an Indian reservation or other Indian area if the recipient determines that the presence of the family on the Indian reservation or other Indian area is essential to the well-being of Indian families and the need for housing for the family cannot reasonably be met without such assistance."

According to § 1000.106, there is no HUD approval required to admit non-Indian families - it is up to the recipient to determine if the family's presence is essential and that no other housing is available.

§ 1000.104 states: "Non-Indian families currently residing in housing assisted under the 1937 Act are presumed to have met the requirements of this section" (i.e. essential presence and housing need), "absent evidence to the contrary."

3.2.1. Definition

Non-Indian families are defined as families who either have no Indian family member, or who are not recognized as an Indian family by the federally recognized Tribal governing body.

3.2.2. Eligibility

Non-Indian applicants may be eligible provided that NTHO has determined that the presence of the family is essential to the well-being of Indian families, and that the need for housing for the family cannot reasonably be met except under this program. In determining whether the non-Indian family is essential, NTHO shall consider any resolution of a federally recognized tribal governing body or, if none exists, any other local governing body.

3.3. Income Limitations

To be eligible, the family's Annual Income must meet the requirements set out below.

With respect to income eligibility, Section 201(b)(1) of NAHASDA states: "Except as provided under paragraph (2), assistance under eligible housing activities under this Act shall be limited to **low-income** Indian families on Indian reservations and other Indian areas."

Section 201(b)(2) states: "recipient may provide assistance for homeownership activities under Section 202(2), model activities under Section 202(6), or loan guarantee activities under Title VI to Indian families who are not low-income families, to the extent that the Secretary approves the activities pursuant to such Section or Title because there is a need for housing for such families that cannot reasonably be met without such assistance. The Secretary shall establish limits on the amount of assistance that may be provided under this Act for activities for families who are not low-income families."

The process for acquiring approval from HUD for admission of non-low income families is for the recipient to state the request within the IHP (Indian Housing Plan). HUD then has sixty days to approve or reject the request, in conjunction with its approval for the entire plan.

Section 205 of NAHASDA states the following:

Housing shall qualify as affordable housing for purposes of this Act only if each dwelling unit in the housing: (in the case of rental housing), is made available for occupancy only by a family that is a low-income family at the time of their initial occupancy of such unit; and (in the case of housing for homeownership), is made available for purchase only by a family that is a low-income family at the time of purchase; and except for housing assisted under Section 202 of the United States Housing Act of 1937 (as in effect before the date of the effectiveness of this Act), each dwelling unit in the housing will remain affordable, according to binding commitments satisfactory to the Secretary, for the remaining useful life of the property ..."

3.3.1. Maximum income

Except as provided below, the family's Annual Income cannot exceed the applicable income limits for admission established by the Federal regulations as set forth in Appendix A.

3.3.2. Exception to maximum income limit

NTHO may provide for admission of applicants to the Homeownership Program and Rental Housing Program whose income exceeds the limits stated in Appendix A if the Authority demonstrates to ONAP's satisfaction that there is a need for housing for such families that cannot reasonably be met except under this program. The number of homes in any project that can be occupied by families exceeding the income limits cannot exceed ten percent of the homes in the project, up to a maximum of five homes.

3.3.3. Minimum income (Homeownership Program only)

Families must have sufficient income to make monthly house payments, utility payments and perform maintenance of the home. Except as provided below, to be eligible the family's income must equal or exceed the minimum income requirements as established in Appendix A.

3.3.4. Exception to minimum income requirement

An exception to the minimum income requirement may be made, upon approval by the Executive Director, if the family can provide documentation, including a monthly budget, showing that the family is not fully dependent upon their income to meet their needs because of the availability of other resources, such as subsistence food sources, wood cutting for heat, an exceptional ability to provide all maintenance, and similar factors.

3.3.5. Ongoing source of income (Homeownership only)

In addition to meeting minimum and maximum income limits, Applicants must

verify that their source of income is reliable and will be ongoing.

3.3.6. Estimating income

If it is not feasible to anticipate a level of income over a 12-month period, the income anticipated for a shorter period may be annualized, subject to a re-determination at the end of the shorter period.

3.4. Social Security Number Requirements

NAHASDA and 24 CFR § 1000 do not address Social Security Number requirements, and therefore, unless language is later added to the regulations, this requirement is no longer in effect.

3.5. Restrictions on Assistance to Non-citizens

NAHASDA and 24 CFR § 1000 do not address Citizenship requirements, and therefore, unless language is later added to the regulations, this requirement is no longer in effect.

3.6. Additional Criteria for Admission

To be eligible for the Homeownership or Rental Housing Program, applicants must be able to comply with program requirements. Also, a family whose conduct in present or prior housing is likely to diminish the health, safety, welfare, or quiet enjoyment of other tenants, or to adversely affect the project environment, the physical condition of the home or neighborhood, or the Housing Authority's financial ability to operate the program and enforce tenant obligations without undue burden, will not be admitted.

3.6.1. Tenant history

Past habits and practices with respect to housing occupancy will be assessed to determine eligibility. Disqualifying factors include:

3.6.2. Outstanding debts

No family will be admitted who has an outstanding debt with any publicly funded or subsidized landlord or authority, notwithstanding any repayment agreement, or to any utility company, which would prohibit the family from obtaining utility services. To be considered for eligibility, the family must repay the debt in full. (Debts to private landlords will be considered also, but do not automatically prevent eligibility).

3.6.3. Fraud

No family will be admitted whose head or spouse has committed fraud as a participant or applicant in any housing program administered by a Housing Authority, or other publicly funded housing program.

3.6.4. Drug-related criminal activity

No family will be admitted who has a member with a history of engaging in drug-related criminal activity, as defined in this policy.

3.6.5. History of violence

No family will be admitted who has a member who has a history of engaging in violent criminal activity, as defined in this policy.

There are no specific requirements under NAHASDA or § 1000, which mandate a review of tenant history prior to selection. However, recipients are required to specify within the IHP how they will "protect and maintain the viability of housing", which implies that a selection process including background checks will be established.

Furthermore, Section 208(a) of NAHASDA specifies that "the National Crime Information Center, police departments, and other law enforcement agencies shall, upon request, provide information to Indian tribes or tribally designated housing entities regarding the criminal conviction records

of adult applicants for, or tenants of, housing assisted with grant amounts provided to such tribe or entity under this Act for purposes of applicant screening, lease enforcement and eviction.”

3.6.6. Ability to perform obligations

Homeownership Program only: In addition to the above eligibility criteria, applicants to the Homeownership Program must demonstrate their ability and willingness to maintain the home. This ability must include the financial resources available for maintenance purposes and the physical abilities of the family members to perform this maintenance, or the ability of the family to access maintenance services. Past tenant history will be considered by the Housing Authority.

3.7. Factors and information to be assessed

Eligibility will be determined by reviewing such factors as previous occupancy with the Housing Authority, landlord references, information from neighbors and persons with relevant knowledge of habits and practices, credit reports and criminal background checks. If unfavorable information is received, NTHO considers the time, nature, and extent of the past occurrence and the reasonable probability of future favorable performance. Such factors as the length of time since the last evidence of such activities, the seriousness of the conduct, and the record of rehabilitation efforts on behalf of the family member(s) will be relevant.

3.8. Homeownership Counseling Program

Homeownership Program only: Applicants to the Homeownership Program must agree to participate in the Housing Authority’s Counseling Program, including attending all training sessions.

Under NAHASDA, there are no specific requirements to establish a counseling program for homeownership, or any other, housing activities. Likewise, there is no longer any subsidy specified for counseling - any counseling program would have to be funded through the IHBG (Indian Housing Block Grant). And Section 15 of the Homeownership Occupancy Agreement, however, states that “the IHA shall provide counseling to homebuyers in accordance with this section.” Section 202(3) of NAHASDA does, however, list “the provision of housing-related services for affordable housing, such as housing counseling in connection with rental or homeownership assistance ...” as an eligible affordable housing activity. Such a program would need to be described within the IHP.

3.8.1. Pre Occupancy Phase - prior to occupancy, applicants will receive training in the following areas:

- Explanation of the Homeownership program
- The Homeownership contribution
- Community resources and services

3.8.2. Post Occupancy Phase - after the family has moved in, homebuyers will receive training in the following areas:

- Property care and maintenance
- Budgeting and money management
- Fire safety

Failure or refusal to participate in counseling authorizes NTHO to terminate the admissions process at any time.

4. APPLICATION PROCESS

This section sets out procedures for obtaining and verifying information from applicant Families for purposes of determining whether they meet the conditions of eligibility for participation (Section 2, above).

4.1. Application

4.1.1. Open process

Unless the waiting list is closed per Section 4.3.2, applications are accepted from all families seeking participation in the Program.

4.1.2. Applicant responsibilities

The application constitutes the basic record of each Family applying for participation. Each applicant, therefore, will be required to supply the information requested on the application form and to sign the application, attesting to the information provided. Applicants placed on the wait list are required to respond to any update requests as a condition of remaining on the list and as a condition of admission.

4.1.3. Application file

The application, together with all other material relating to the Family's eligibility, preference ranking, and similar documents, is maintained in an active file classified as "Applicants Apparently Eligible Pending Verification" for each participant who has not been found ineligible or whose application has not been withdrawn.

4.2. Eligibility Determination

Section 207(b)(3)(B) requires "the prompt notification in writing of any rejected applicant of the grounds for any rejection."

4.2.1. The Housing Authority makes reasonable efforts to determine the suitability of a family for admission. Review of Family eligibility may include, but is not limited to, assessment of previous occupancy with the Housing Authority, references from previous landlords, tenants, or persons with relevant knowledge, credit reports and criminal background checks.

4.2.2. Not more than sixty (60) days prior to move-in, all eligibility criteria will be verified and documented, upon which basis the final eligibility determination shall be made.

4.2.3. Family determined eligible

If an applicant is determined eligible but the Housing Authority has no vacancies, the Family shall be placed on the appropriate waiting list and receive written notice of the placement and the approximate date that a vacancy may occur, if such date can be reasonably determined.

4.2.4. Determination and notice of ineligibility

If, during the application interview or subsequent verification process, NTHO determines that the applicant is ineligible, the applicant will be given prompt written notice of the determination. The Notice shall state the reasons for ineligibility. The notice shall inform the applicant of any other program(s) for which the applicant may be eligible, and advise the applicant of the right to request an informal hearing according to the NTHO Grievance Policy. The application, together with sufficient information as to the reasons for the

determination, is maintained in a file of "Ineligible Applications".

4.2.5. Records to be maintained

The Housing Authority shall retain for three (3) years the original application, notification letter, any applicant response and any record of informal hearing and final disposition.

4.2.6. Other applicant rights

The procedures set forth in this section do not preclude any applicant from exercising rights, which may be available to the applicant under applicable nondiscrimination laws.

4.3. Wait List

Under Section 207(b)(3), recipients are required to "provide for the selection of tenants from a written waiting list ..."

A waiting list will be maintained by date and time of application, sorted by bedroom size.

4.3.1. Purging the waiting list

NTHO may periodically update the pool of active applications by requiring all persons on the waiting list to respond to a mailing requesting affirmative response and update by the applicant. Failure of an applicant to respond permits the applicant to be purged from the waiting list.

4.3.2. Suspending the taking of new applications

If the number of Families on the waiting list is such that there is no reasonable prospect that additional applicants could be housed within the next year, the Authority may suspend the taking of additional applications in any category affected. However, the Housing Authority may not refuse to accept an application from an otherwise eligible applicant who claims a preference unless it is determined that:

- there is already an adequate pool of applicants on the waiting list who are likely to qualify for a preference; and,
- based upon the anticipated turnover of housing units, it is unlikely that the applicant in question will be offered a housing unit before the other applicants on the list.

5. SELECTION PROCESS

NAHASDA does not specify the procedures that will be used in receiving applications and determining eligibility. Section 207(b) does state that "the owner or manager of affordable rental housing assisted with grant amounts provided under this Act shall adopt and utilize written tenant selection policies and criteria that: (1) are consistent with the purpose of providing housing for low-income families; (2) are reasonably related to program eligibility and the ability of the applicant to perform the obligations of the lease; and (3) provide for the selection of tenants from a written waiting list in accordance with the policies and goals set forth in the Indian housing plan for the tribe that is the grant beneficiary of such grant amounts; and the prompt notification in writing of any rejected applicant of the grounds for any rejection."

5.1. General Provisions

In the event of an opening in the Homeownership or Low Rent Program, selection of families proceeds in such a manner as to:

- avoid concentrations of the most economically and socially deprived families in any one

- or all of the Housing Authority projects;
- attain a participant mix in each project composed of families with a broad range of incomes;
- preclude admission of applicants whose habits and practices reasonably may be expected to have a detrimental effect on the participants or the project environment; and
- give preference in the selection of certain applicant families as specified in this policy.

5.2. Order of Selection

Vacancies are filled in the following order:

- First Priority (*Homeownership Program only*): a Family eligible as a designated Successor, as described in Section 5.3, if such a family has been so designated;
- Second Priority: a Family eligible for a transfer, as described in Section 5.4, if such a family exists and there is no eligible designated successor;
- Third Priority: a Family at the top of the Waiting List, as described in Section 5.5, if there is no eligible designated successor and no eligible family needing a transfer.

5.3. Successorship (Homeownership Program only)

NTHO's policy is to respect the Homebuyer's designation of qualified successor families. To the maximum extent, and consistent with the Homeownership Program and the needs of applicant families, NTHO seeks to maintain a continuity of family ownership opportunity for Homebuyer families leaving the program for reasons beyond their control. To achieve this goal, families will be encouraged, both during the initial contracting process and again during the annual re-certification process, to designate a successor.

Previous requirements regarding Successors under § 950.449 have been eliminated. However, Section 13 of the Homeownership Occupancy Agreement allows for the designation of a Successor upon the death or incapacity of all the persons executing the Agreement.

5.3.1. Manner of designation

The Homebuyers' designation of a successor shall be made when the Agreement is executed, if possible, and may be changed from time to time by clear, written notice from the Homebuyer to NTHO.

5.3.2. Events authorizing successorship

In order for a designated individual to succeed to a Homebuyer's rights and responsibilities in the home, one of the following successorship events must occur with respect to all of the persons who have executed the MHO Agreement as homebuyers:

- Death;
- Mental Incapacity;
- Move-out due to disability or long-term illness;
- Transfer to a retirement home, elder housing, nursing home, care facility, or family member's home due to age, illness, or inability to care for one self or to live independently in a single family home requiring maintenance;
- For families who have been a program participant for at least the previous three continuous years, necessary relocation from the community for one of more of the following reasons:

- (1) long-term continuous unemployment, where the Homebuyer is relocating to take a verified job opportunity or enroll in an educational program;
- (2) serious medical conditions;

(3) divorce or break-up of the Homebuyer family;

5.3.3. Situations where successorship will not be recognized

Although it is not required that a designated successor be related to the Homebuyer, all successorship designations must be made in consideration of love and affection, only. NTHO is not required to consider successorship where:

- the Agreement has been terminated through expiration of Notice of Termination; or
- the family is vacating due to a breach of the Agreement; or
- the family is moving to another Homeownership home (wherever located) or another home in the community; or
- where designations have been made in return for monetary or other valuable consideration.

5.3.4. Eligibility of successor

To be eligible, the designated successor must:

- be an adult person who will promptly make the home his or her primary residence;
- be willing and able to pay the Administration Charge (or higher Required Monthly Payment, depending on income) and to perform all Homebuyer obligations under the Homeownership Agreement, including maintenance and replacements;
- satisfy program eligibility requirements (including income standards, no other home-ownership, and Native/Indian status or waiver for Non-Indians under Section 3.2) Occupancy standards under Section 3; and,
- execute an assumption of the former Homebuyer's obligations under the Homeownership Agreement, including responsibility to cure any non-maintenance and accrued balance due.

5.3.5. Ineligible successors may exercise purchase option

If a designated successor satisfies all requirements except for program eligibility standards, the successor may execute an outright purchase of the home.

5.3.6. Current homebuyers ineligible

A Homebuyer already occupying an NTHO Homeownership home is not an eligible successor. This covers both Heads of Household and Spouses, both of whom are considered Homebuyers.

5.3.7. Housing authority selection of successor

If the designated successor does not meet all requirements, or there is no designated Successor, the Authority may, but is not required to select a family member of the Homebuyer who meets all requirements.

5.3.8. Succession to all rights and obligations

An eligible designated successor shall succeed to all rights and obligations of the former Homebuyer, including all outstanding amounts owing to NTHO and any balance in the MEPA.

5.3.9. Guardianship agreements

- Upon death or mental incapacity of the Homebuyer(s), there is no designated eligible successor, and a minor child or children of the Homebuyer are living in the home, NTHO may, in order to protect their continued occupancy and opportunity for acquiring ownership of the home,

approve as occupant of the home an appropriate adult who has been appointed legal guardian of the children with a duty to perform the obligations of the MHO Agreement in their interest and behalf.

- The guardianship agreement shall remain in effect until the oldest child reaches majority, at which time that person shall become the head of household, if willing and eligible. If the oldest child is not willing to assume the responsibilities of the home, the agreement may remain in effect until the next oldest child reaches majority, so long as at least one child remains living in the home.
- If at any time before a child assumes full legal responsibility for the home as an adult, the legal guardian becomes unwilling or unable to perform the obligations of the Agreement, and no other legal guardian is appointed, possession of the home shall revert to NTHO.

5.3.10. Restricted land

In the case of a home on restricted land, an otherwise eligible successor who is ineligible to receive the Housing Authority's interest in the underlying land may nonetheless succeed to the rights and obligations of the Agreement, provided that the successor agrees to any Agreement modifications necessary or desirable to conform to the land restrictions.

5.3.11. MEPA and Purchase Price Schedule

Successorship does not affect or interrupt the Purchase Price schedule, except that in the event of a dispute between NTHO and potential successors, the Executive Director may suspend the Purchase Price schedule pending and subject to resolution or settlement of the dispute. All MEPA balances shall remain with the home, with all related rights and obligations with respect to those funds going to the successor family. No equity funds shall be paid to the former family in the event of successorship. MEPA payout is available upon Agreement termination, only.

5.4. Transfers

If there is no eligible Successor, an eligible Homeownership or Rental Program participant family may transfer into the vacancy.

5.4.1. Families eligible for transfer

A family is eligible to transfer when:

- The number of family members has permanently changed so that the current home is no longer appropriate, and the vacant home is an appropriate size; or
- The family has verifiable medical needs or a qualifying disability, which cannot be accommodated in their present home, currently or after modification, and the vacant home can accommodate such needs.

5.4.2. Current in payments

Before a family will be allowed to transfer to another home, all amounts owed to NTHO must be paid.

5.4.3. Maintenance and repairs performed

If the unit of the family desiring to transfer requires maintenance, replacement or repairs in order to prepare it for new occupants, NTHO may disallow transfer or require the family to pay an amount (into their MEPA for Homeownership participants) equal to NTHO's estimate of the cost necessary to complete the work. If the actual cost exceeds the estimate, the Homebuyer shall be fully

responsible for payment. For Homeownership families, the transferring family's MEPA account is to be used to fund the move-out.

5.4.4. Homebuyer purchase price schedule

A new purchase price schedule shall be provided for the new home, identical to the purchase price schedule for original occupants of that project. In the event the family transfers to a different project, this may reduce or increase the number of years that the transferring family will have until purchase is feasible. Alternatively, the Authority may set a different purchase price schedule in order to reflect the value of the home, not less than 15 nor more than 25 years in length. Any MEPA balance shall be transferred to the new home, subject to any debits charged under Section 5.4.3. No MEPA funds will be paid to Homebuyers as a result of transfer.

5.5. Selection from Waiting List

If no Successor qualifies under Section 5.3, and no transfer occurs under *Section 4.4*, the vacancy will be filled by selecting applicants from the waiting list, according to the occupancy standards stated in Section 6. Once the pool of applicants matching the unit characteristics is determined, the preferences stated below are applied.

NAHASDA Section 201(b)(4) states: "The Indian housing plan for an Indian tribe may require preference, for housing or housing assistance provided through affordable housing activities assisted with grant amounts provided under this Act on behalf of such tribe, to be given (to the extent practicable) to Indian families who are members of such tribe, or to other Indian families. In any case in which the applicable Indian housing plan for an Indian tribe provides for preference under this paragraph, the recipient for the tribe shall ensure that housing activities that are assisted with grant amounts under this Act for such tribe are subject to such preference."

5.5.1. Order of selection - general guidelines

- Elderly families, as defined, will receive preference for housing units designated for the elderly;
- Families with one or more persons with a disability will receive a preference for housing units with special accessibility features;
- No preference may be given to an applicant if any member of the family was evicted from assisted housing during the previous three years for drug-related criminal activity, as defined;
- Discrimination is prohibited;
- Families are to be selected in the order in which they appear on the waiting list; and
- Families must be selected from the top of the waiting list;

5.5.2. Order of selection - resident council recognized

In its discretion, the NTHO may delegate admission decisions to a local Resident Council or Committee, provided that:

- a Memorandum of Understanding has been executed by the Authority and the Resident Council (Committee), authorizing such delegation;
 - the Resident Council (Committee) has developed admission criteria in compliance with applicable law, and which has been approved by the Authority; and
 - the Resident Council (Committee) has demonstrated to the satisfaction of the Authority its willingness and ability to comply with its admission criteria.
- Applicants on the waiting list are selected according to the order of

preference as determined by the recognized Resident Council, if one exists. Such criteria shall be approved by NTHO, and shall meet the all the standards in 5.5.1, above.

5.5.3. Order of selection - no resident council

If there is no recognized Resident Council, or if the Resident Council has not adopted selection criteria, which have been approved by the NTHO, selection shall be made in the following order, subject to the limitations in 5.5.1, above:

- ❑ Enrolled Tribal members who are residents of the local community at the time of selection, by date and time of application (see Section 5.5.3, below, for limitations; and Section 5.5.5, below, for definition of "Resident");
- ❑ Enrolled Tribal members who are not residents of the local community at the time of selection, by date and time of application;
- ❑ Other Native Americans who are residents of the local community at the time of selection, by date and time of application.
- ❑ Other Native Americans who are not residents of the local community at the time of selection, by date and time of application;
- ❑ Non-native applicants, by date and time of application. (See limitations on non-native applicants in Section 3.2.)

5.5.4. "Resident" defined

An applicant family is considered a resident if at the time of application, the family resides in the (insert town, city, village, reservation, etc.) where the project is located. Applicants who are working or who have been notified that they are hired to work in the local community are considered residents.

A term frequently used in NAHASDA is "Indian Area" which is defined as "the area within which a tribally designated housing entity is authorized by one or more Indian tribes to provide assistance under (NAHASDA) for affordable housing." It is up to the tribe to define the "Indian Area" and to specify it within the IHP.

5.5.5. Drug-related criminal activity

The Authority will not admit an applicant if any member of the family was evicted from assisted housing because of drug-related criminal activity during the three years prior to the application date. "Assisted housing" means housing assisted under a 1937 U.S. Housing Act program. Admission may be granted if the applicant clearly establishes, and NTHO determines that in fact one of the following circumstances exist:

- ❑ The evicted person has successfully completed a rehabilitation program approved by the Authority.
- ❑ The evicted person did not participate in or know about the drug-related criminal activity.
- ❑ The evicted person no longer participates in any drug-related criminal activity.

5.5.6. Two-step qualification process

To qualify for a selection preference, an applicant follows a two-step process:

- ❑ **Certification:** Applicants claim a preference when they apply for assistance and certify that they qualify for one or more of the preferences. This certification will generally be accepted unless NTHO verifies that the applicant is not qualified.
- ❑ **Final verification:** Before any Agreement is executed, the applicant shall provide information needed for NTHO to verify the applicant's preference

qualification, based upon the applicant's current status. The applicant's current status determines admission, without regard to the applicant's previous qualifications or eligibility. NTHO may require applicants to re-verify their status at any time prior to move-in, if a substantial time has elapsed or NTHO has reasonable grounds to believe that the applicant no longer qualifies for preference.

5.6. Non-discrimination

All Families will be selected without regard to race, color, creed, religion, national origin, gender, handicap, disability or familial status. No person will be excluded from participation in, or denied the benefits of, the program because of membership in a class or group, such as unmarried mothers or recipients of public assistance.

5.7. Assignment Of Homes

To avoid overcrowding, NTHO matches family size to the bedroom size of Homeownership and Rental homes in accordance with the following Occupancy Standards. Such standards may be waived when necessary to achieve or maintain full occupancy.

Occupancy standards are enforced at the discretion of the housing agency, as there are no statutory or regulatory requirements specifying maximum and minimum family sizes.

5.7.1. Maximum and Minimum Family Size

Bedrooms	Minimum Persons	Maximum Persons
0	1	1
1	1	3
2	2	5
3	2	7
4	4	9
5	5	11

5.7.2. Notification of Families

After the Authority determines that a home is available, and makes the initial selection in accordance with Section 5, the following actions will be taken:

5.7.3. Notice

The family selected according to this Policy shall be notified promptly of the vacancy and the approximate date the home will be ready for occupancy.

5.7.4. Family to provide information and participate in counseling

The family will also be given a period of time, not to exceed thirty days, to provide all information necessary to complete the application and admission process. All families shall also be given the opportunity to receive help in providing this information through the NTHO's Homebuyer Counseling Program.

5.7.5. Failure to respond or participate

If the selected family does not respond to the Authority's notification of a vacancy or does not provide the necessary information within the required time, the applicant will be removed from the waiting list, if applicable, and the

NTHO shall proceed to select the next eligible family.

5.7.6. Rejection of offer

Applicants who reject two offers of selection are moved to the bottom of the waiting list, except that the following circumstances will not count as rejections:

- ❑ The applicant is unable to move at the time of the offer and presents clear substantiating evidence, for example a doctor verification that the applicant is physically unable to relocate at the time required.
- ❑ Accepting the offer would result in verified undue hardship to the applicant, such as temporary or seasonal employment, participation in education, and similar situations.

6. CERTIFICATION PROCESS

To assure that Families participating in the Program meet the eligibility requirements for continued participation set forth in Section 3, and that such Families are paying the appropriate Required Monthly Payment, family composition and Income are to be periodically reexamined and re-determined in accordance with this policy. Families are required to provide full cooperation in this process.

The certification process as prescribed by the Homeownership and Low Rent programs under § 950 is no longer required, since § 950 has been eliminated. However, a process of determining and verifying income still must be used to determine both eligibility and rent amounts.

24 CFR § 1000.128(a) states: "...the recipient must verify that the family is income eligible based on anticipated annual income. The family is required to provide documentation to verify this determination. The recipient is required to maintain the documentation on which the determination of eligibility is based."

6.1. Initial Certification

Prior to signing a Homeownership or Rental Agreement, all families must certify their income, and family status through an initial certification process.

6.1.1. Verification

The head-of-household and spouse are required to execute a Release of Information form which authorizes any depository or private source of income, or any Federal, State, local or tribal agency to furnish or release to NTHO and/or to HUD such information as NTHO and/or HUD determines to be necessary. The use or disclosure of information obtained from a family or from another source pursuant to this release shall be limited to purposes directly connected with the administration of the program for which the family has applied.

Under Section 203 (a) of NAHASDA, housing agencies must "develop written policies governing rents and homebuyer payments charged for dwelling units assisted under (NAHASDA), including the methods by which such rents and homebuyer payments are determined."

Section 203(a)(2) states "in the case of any low-income family residing in a dwelling unit assisted with grant amounts under (NAHASDA), the monthly rent or homebuyer payment (as applicable) for such dwelling unit may not exceed 30 percent of the monthly adjusted income (as defined) of such family."

24 CFR § 1000.124 states: "A recipient can charge a low-income rental tenant or homebuyer payments not to exceed thirty percent (30%) of the adjusted income of the family. The recipient may also decide to compute its rental and homebuyer payments on any lesser percentage of adjusted income of the family. This requirement applies only to NAHASDA grant amounts."

24 CFR § 1000.126 states that a recipient can charge flat or income-adjusted rents, "providing rental or homebuyer payment of the low-income family does not exceed thirty percent (30%) of the family's adjusted income."

24 CFR § 1000.130 states: "A recipient may charge non low-income family rents or homebuyer payments which are more than 30% of the family's adjusted income."

24 CFR § 1000.132 states: "Utilities may be considered a part of rent or homebuyer payments if a recipient decides to define rent or homebuyer payments to include utilities in its written policies on rents and homebuyer payments required by section 203(a)(1) of NAHASDA. A recipient may define rents and homebuyer payments to exclude utilities."

Housing Agencies must also be aware of the language contained in the Homeownership Occupancy Agreement and the Rental Agreement with respect to the calculation of rent and homebuyer payments.

6.1.2. Determination of Rents

Total Tenant Payment (TTP) shall be the highest of the following:

- 30 percent of Monthly Adjusted Income, as defined, less the applicable utility allowance; or
- 10 percent of Monthly Income, as defined, less the applicable utility allowance; or

If the family receives welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the monthly portion of such payments that is so designated, less the applicable utility allowance.

Tenant Rent is computed by subtracting the utility allowance applicable to the size and location of the family's unit, from the Total Tenant Payment.

6.1.3. Utility Reimbursement (Low Rent Program Only)

If the utility allowance exceeds the Total Tenant Payment, the difference is a utility reimbursement, and shall be due to the family or, if the utility company consents, shall be paid to the utility company.

6.1.4. Determination of Homebuyer Payment

Except for maximum payments, specified below, Homebuyer Payments shall be the highest of the following:

- 15 percent of Monthly Adjusted Income, as defined, less the applicable utility allowance; or
- the Administration Charge, as specified in the Homeownership Program Operating Budget for the current year.

6.1.5. Maximum Homebuyer Payment

The maximum Homebuyer Payment shall be the sum of the Administration Charge and the monthly debt service amount as shown on the Homebuyer's Purchase Price Schedule.

6.2. Annual Reexamination

Reexaminations for all Families are conducted not less than once every twelve (12) months.

There is no requirement under NAHASDA or § 1000 to require annual recertifications of income. 24 CFR § 1000.128(b) does state, however: "The recipient may require a family to periodically verify its income in order to determine housing payments or continued occupancy consistent with locally adopted policies. When income verification is required, the family must provide documentation which verifies its income, and this documentation must be retained by the

recipient.”

6.2.1. Scheduling

Annual Reexaminations are normally scheduled 60-90 days before the anniversary date of the Agreement. When the reexamination is due, the Family will be notified by letter of the date and time of the appointment. The Family will be requested to provide information necessary for recertification prior to the time of the appointment.

6.2.2. Adjustments

After eligibility and Income have been determined, any adjustments in the Required Monthly Payment required by this Section shall be made.

6.2.3. Interim reexamination

Determinations of eligibility and changes in Required Monthly Payment may be made between annual reviews, if warranted, pursuant to this Section.

6.2.4. Income presumed if family fails to provide information

If a Family's monthly payment cannot be determined due to failure of to recertify eligibility or supply information in a timely manner, the payment will be automatically calculated based on the maximum income limits for a Family of that size and shall be effective on the recertification date.

6.3. Special Reexaminations

If, at the time of admission to the program or reexamination, it is not possible to estimate Adjusted Income for the next twelve (12) month period with reasonable accuracy because of (a) unemployment and no anticipated prospects of employment or (b) conditions of employment or receipt of income is so unstable as to render inaccurate the usual and normal standards for determination, a special reexamination may be scheduled for a specified time depending upon the Authority's estimate of the time required for the Family circumstances to stabilize.

6.3.1. Continuance of special reexamination process

If, at the time of special reexamination, it is still not possible to make a reasonable estimate of Adjusted Income, special reexaminations may continue to be scheduled and conducted up until it is possible to make a reasonable estimate of Family Income.

6.3.2. Income patterns

If, at the time of admission to the Program or annual review, a Family is known to have a history of widely fluctuating income over the past year(s) as a result of fluctuating between employment and welfare or other assistance, special reexaminations are not required where such fluctuations show a pattern that is expected to continue.

6.3.3. Projecting income

If, at the time of admission to the program, reexamination, or Special Reexamination, it is not possible to reasonably estimate Adjusted Income for the next twelve (12) month period, the Family's rate of Income, based on the Income which the Family is expected to receive from the date of the current examination to the date of the next examination shall be projected for a twelve-month period even though it is anticipated that income may fluctuate substantially, and even though another annual or Special Reexamination is scheduled. The monthly payment remains in effect until the next annual review or interim re-determination.

6.3.4. Zero income

If, at the time of admission or annual review, a Family reports no income, the lack of income shall be appropriately documented. The Family shall be required to re-verify their income situation on a monthly basis until such time as a source of income is documented.

6.4. Interim Reexamination

6.4.1. Reporting changes

In addition to submitting information required at the time of annual or special reexamination, Families shall report to the Authority the following changes in Family circumstances, within ten (10) days:

- Changes affecting family composition: loss or addition of any Family member through marriage, death, divorce, birth, adoption or any other circumstances.
- Changes affecting Income: increases or decreases in income as a result of changes in Family composition, employment, benefits, or any other reason.

6.4.2. Procedure

Upon receipt of a report of a change in family composition or income, NTHO shall perform an interim redetermination of Adjusted Income as appropriate, and the monthly payment will be adjusted as follows:

- Increases in Required Monthly Payments between periodic reexaminations are effective the first day of the second calendar month following the month in which the changed circumstance occurred.
- Decreases in Required Monthly Payments between periodic reexaminations are effective the first day of the month following the month during which the changed circumstance was verified.

6.5. Adjustment for Utility Allowances

At least annually, and at such other times as deemed appropriate, the Authority shall determine whether there has been a substantial change in utility rates and whether an adjustment is required in the Utility Allowances.

As stated previously, 24 CFR § 1000.132 states that recipients “may define rents and homebuyer payments to exclude utilities.” Such a determination would need to be specified in the written policies.

6.5.1. Notice of adjustment

If the Authority determines that an adjustment should be made, affected Homebuyers will be given notice of the Utility Allowance revisions not less than sixty (60) days prior to the proposed effective date of such revisions. Homebuyers will be provided an opportunity to submit written comments during a period expiring not less than thirty (30) days prior to the proposed effective date of the allowance revisions.

6.5.2. Effective date of change

Changes in payments shall become effective the first day of the month following the date of adoption of the Utility Allowance by the Board of Commissioners. Homebuyers whose rent increases due a Utility Allowance adjustment shall receive at least thirty (30) days' notice of such increase.

6.6. Adjustments Due to Errors

In the case of error or mistake, NTHO will adjust the Required Monthly Payments in a

manner designed to discourage misrepresentation and to encourage diligent Homebuyer and Authority action.

6.6.1. Retroactive adjustments

Adjustments to Required Monthly Payments shall be retroactive to the first day of the rent period affected when there is:

- an error due to mistake or misrepresentation by the Family, where the corrected determination results in increased rent;
- a good faith error which, when corrected, results in decreased rent.

6.6.2. Prospective adjustment

An adjustment in monthly payment shall be effective the first day of the second month following the date an error is found if the error was not the fault of the Family and the corrected determination results in increased rent.

6.6.3. Authority errors

NTHO will not calculate retroactive increases if an income change was reported in a timely manner with sufficient verification provided and the Authority failed to make the appropriate adjustment. The term "error" does not include an estimate or projection of Adjusted Income due to fluctuations or lack of information which is made in accordance with this Policy, but which turns out to be inaccurate.

6.7. Procedure for Reexamination

6.7.1. Personal Declaration

The Head of Household shall complete a Personal Declaration form, and any additional forms required, prior to the reexamination, and shall provide the information required for NTHO to determine family composition and Annual Income.

6.7.2. Notice of Changes

At least thirty (30) days prior to the Anniversary date of the Agreement or the effective date of any changes in monthly payments, the Family will be notified in writing concerning their eligibility status, any changes in monthly payments, and any amounts owing as a result of mistake or inaction on the part of the Family.

6.7.3. False information

Upon determination by the Authority that data supplied by the Family is false, misleading, or contains a material omission, the Authority may terminate the Agreement or adjust the Required Monthly Payment retroactively.

6.8. Failure to Report Income Changes

If it is found at the time of reexamination or otherwise that the family failed to report changes in family circumstances as they occurred and that such changes would have required the Family to pay a higher monthly payment, the Authority shall collect the increased payment, including any accrued late charges, retroactive to the first of the month in which the changes occurred. Unless the Management Director approves a Payment Agreement, as specified below, the amount shall be due and payable thirty (30) days from the date of the notice to the Family specifying the amount owed.

6.9. Failure to Report with Extenuating Circumstances

The NTHO may allow a Family who has failed to report income changes, to enter into a

Payment Agreement in accordance with Section 10.5 under the following circumstances:

- The failure to report income changes was not an intentional misrepresentation of income;
- The family does not have the funds available to repay the debt; and,
- The debt is greater than the Family's gross monthly income.

7. LEASING PROCESS

A Homeownership Occupancy Agreement or "Agreement," which is a lease with an option to purchase, must be entered into between NTHO and each Homebuyer. A Rental Agreement must be entered into between NTHO and each Tenant. The Agreement shall be kept current and reflect the obligations of Homebuyer, participant family and NTHO.

With respect to Lease Requirements, Section 207 of NAHASDA states as follows: "Except to the extent otherwise provided by or inconsistent with tribal law, in renting dwelling units in affordable housing assisted with grant amounts provided under this Act, the owner or manager of the housing shall utilize leases that:

- *do not contain unreasonable terms and conditions;*
- *require the owner or manager to maintain the housing in compliance with applicable housing codes and quality standards;*
- *require the owner or manager to give adequate written notice of termination of the lease, which shall be the period of time required under State, tribal, or local law;*
- *specify that, with respect to any notice of eviction or termination, notwithstanding any State, tribal, or local law, a resident shall be informed of the opportunity, prior to any hearing or trial, to examine any relevant documents, records, or regulations directly related to the eviction or termination;*
- *require that the owner or manager may not terminate the tenancy, during the term of the lease, except for serious or repeated violation of the terms or conditions of the lease, violation of applicable Federal, State, tribal, or local law, or for other good cause; and*
- *provide that the owner or manager may terminate the tenancy of a resident for any activity, engaged in by the resident, any member of the household of the resident, or any guest or other person under the control of the resident, that:*
 - *threatens the health or safety of, or right to peaceful enjoyment of the premises by, other residents or employees of the owner or manager of the housing;*
 - *threatens the health or safety of, or right to peaceful enjoyment of their premises by, persons residing in the immediate vicinity of the premises; or*
 - *is criminal activity (including drug-related criminal activity) on or off the premises.*

There are existing Rental or MHO Agreements between the IHA's and the families, which must be considered before making any program changes. Normally it takes concurrence of both parties to amend the agreement, although it would be advisable to get legal advice before any changes are made.

7.1. Execution of the Agreement

The Head of Household and Spouse, if any, both of which are considered Homebuyers or Renters throughout this Policy, and the authorized NTHO representative, shall execute the Agreement or Rental Agreement prior to actual admission. A copy shall be given to the participant family and the original shall be filed in the permanent record folder established for the Family.

7.2. Participant Family change

If for any reason one of two original signers ceases to be an occupant, NTHO may require execution of a new Agreement or Rental Agreement by the remaining signer, and, where feasible, execution of a relinquishment by the absent signer. NTHO may also require amendment of the Agreement or Rental Agreement to reflect a change in the Head of Household, in order to accurately represent the interest and identity of the Homebuyer and any Spouse. The "Spouse" may be an adult family member who agrees to the terms of the Homeownership Agreement or Rental Agreement.

7.3. Change of home

If for any reason a Family transfers to a different home, the existing Agreement shall be canceled, and the Participant shall execute a new Agreement or Rental Agreement for the home into which the Family is moving.

7.4. Amendments to Agreement or Rental Agreement

If the NTHO desires to change, amend or waive any provision of the Agreement with respect to any individual or group of homebuyers or tenants, an appropriate addendum or amendment shall be prepared, signed by the family and NTHO's representative, and attached to and made part of the Agreement.

7.5. Termination of Agreement or Rental Agreement

Termination of the Agreement or Rental Agreement shall be in accordance with the terms of the Agreement and applicable law. For terminations due to nonpayment or financial ineligibility, NTHO has established specific procedures in Section 10. The general termination procedure for breach of the Agreement or Rental Agreement for other reasons is stated below.

7.5.1. Notice of breach

When a breach of the Agreement or Rental Agreement has been identified, NTHO shall discuss the noncompliance with the Homebuyer or Tenant as well as providing the family with written notification identifying the breach, and giving the Homebuyer or Tenant an opportunity to identify any extenuating circumstances, and an opportunity to enter into a plan of action to correct the breach. If requested by the Homebuyer or Tenant, a plan of action shall be agreed upon specifying how the homebuyer or tenant will come into compliance, as well as any actions by NTHO that may be appropriate and a deadline for the plan's completion. The plan of action will be signed by the NTHO representative and the Homebuyer or Tenant.

7.5.2. Notice of termination

If the homebuyer or tenant fails to enter into a plan of action, or fails or refuses to comply with the plan of action, NTHO will issue a Notice of Termination, as provided in Section 10. The Notice shall state the reasons for the termination, and will provide the family with an opportunity to file a grievance according to the Authority's Grievance Policy. NTHO may require the Homebuyer or Tenant to attend a mandatory conference to discuss the noncompliance with the plan of action.

7.5.3. Notice to vacate

If the Agreement or Rental Agreement terminates as a result of the family's failure to cure the noncompliance after Notice of Termination, NTHO will issue a Notice to Vacate, as provided in Section 10.

7.6. Incurable breaches of Agreement or Rental Agreement

Certain breaches of the Agreement or Rental Agreement are of a nature so serious and damaging to the project environment that NTHO is not required to offer a plan of action to the Homebuyer or Tenant prior to termination. These include, but are not limited to, the following:

- felonious criminal activity, such as drug-related criminal activity and crimes involving the abuse of minors;
- violence, such as assault, use or threats of physical or deadly force; use, discharge, or assaultive display of weapons in and around the development;
- maintenance of conditions hazardous to the health of the occupants and the project, including maintenance of fire risks, discharge of pollutants or unsanitary waste.

NTHO's maintenance of insurance to cover the kinds of risk areas described above shall in no way limit its right to take reasonable action to protect the project environment, neighboring families, and NTHO property.

7.7. Payment of Required Monthly Payments

All monthly payments shall be made according to the procedures stated in the NTHO Collection Policy (Section 10).

7.8. Principal Residency Requirement

Throughout the term of the Agreement or Rental Agreement, Homebuyers and Tenants 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, and it is not another IHA home. Any income derived from or as a result of the use of the home must be reported and included in Annual Income.

7.8.1. Prior notice and approval of absences

Provided the family complies with the financial and maintenance obligations of the Agreement or Rental Agreement, and takes reasonable steps for the proper safeguarding of the home, the family may be absent for up to 50 consecutive calendar days during the summer months (May, June, July, August, September) and 25 consecutive calendar days in the winter months (October - April) without providing advance notice to NTHO. All other absences from the home, including an absence combined with occupancy by persons who are not Authorized Family Members, requires prior written approval from the Housing Authority. "Authorized Family Member" means (a) the Homebuyer family, as listed on the schedule to the Agreement; (b) children born to or adopted by members of such family after the date of the Agreement, and foster children; (c) persons providing live-in care of a member of the family, and (d) aged or widowed parents of the Head-of-Household or spouse.

7.8.2. Abandonment

A family's absence from the home for a period exceeding the time stated in Section 7.8.1 without prior notice to and approval from NTHO; or a family's absence which exceeds 7 days but is shorter than the period stated in Section 7.8.1, combined with failure to pay and failure to take appropriate steps to safeguard the home, may be deemed abandonment by NTHO, justifying immediate termination and repossession without court action.

7.9. Sublease Policy (Homeownership Only)

In limited circumstances a family may receive approval to sublease the home during an NTHO approved absence that is necessary, temporary and nonrecurring. "Temporary" means an absence not exceeding two years.

The decision to allow or not allow subleases is at the discretion of the housing agency. Neither NAHASDA nor 24 CFR § 1000 refer to subleases.

7.9.1. Duration of sublease

The initial term of a sublease may be for a period of between thirty days and twelve months. The sublease may be extended for additional periods, however under no circumstances may an absence, for any reason or combination of reasons, exceed two years. Failure to return to the home within the allowed time authorizes NTHO to terminate the Agreement.

7.9.2. Allowable justifications

Subleasing is permitted only during the time period the Homebuyer or family member is participating in one of the temporary activities specified below.

- ❑ Education. An accredited program of training or education designed to enable one or more family members to acquire the skills necessary to obtain gainful employment.
- ❑ Medical reasons. A medical or other rehabilitation program, including confinement in a hospital or other facility, as required by a licensed physician, or other qualified professional.
- ❑ One-time employment or service opportunity. A one-time absence to take a verified job or service opportunity, not to exceed one year. Any request to sublease under this category more than once during the course of the Homebuyers' Homeownership participation, and any request to exceed the one-year limit, is subject to approval by the Executive Director.

7.9.3. Subleasing disallowed

Subleases and temporary absences are not authorized for Homebuyers who have committed substantial breaches of the Agreement. No Subleasing is authorized until any amounts owed by the Homebuyer to NTHO are paid in full. No sublease shall be permitted if the home is not in habitable condition.

7.9.4. Eligible sublessee

An eligible sublessee must meet all eligibility requirements Occupancy standards of this policy, excluding the maximum income and Native requirements, as long as the home will not be overcrowded according to the occupancy standards.

7.9.5. Notice, approval and form of sublease

The Homebuyer shall notify the Housing Authority of the proposed temporary absence in advance, specifying the anticipated length of the absence. Upon approval, the Homebuyer and the sublessee must execute a Sublease Agreement in a form approved by NTHO. The term of the Sublease shall not exceed the period of the anticipated absence.

7.9.6. Homebuyer acknowledgment

As a condition of the Sublease, Homebuyers shall sign an Acknowledgment provided by NTHO, which shall specify

- ❑ their understanding that they will continue to be responsible for all obligations under the Agreement during the sublease period;
- ❑ their sole responsibility for managing the sublessee's occupancy compliance;
- ❑ the dates of the temporary absence and their intent to return to make the home their principal place of residence;

- that termination may result if they do not return to occupancy within the specified time or otherwise breach the Agreement, either through personal action or through the action of their sublessee.

7.9.7. Sublease payment

The Homebuyers' Required Monthly Payment shall continue to be based on the Homebuyers' income. The Homebuyer shall continue to cooperate in annual and interim certification of income. The payment between the Homebuyer and the Sublessee is not limited; however, the Homebuyer shall accurately report the sublease payments received as income.

7.10. Business Use of Home

The Homebuyer or Tenant may operate a small business in the dwelling unit, subject to approval from NTHO.

The decision to allow or not allow business use of the home is at the discretion of the housing agency. Neither NAHASDA nor 24 CFR § 1000 refer to subleases. However, Section 8.6(b) of the Homeownership Agreement states that "the homebuyer may request IHA permission to operate a small business in the unit. "An IHA shall grant authority where the homebuyer provides the following assurances ..."

7.10.1. Conditions of use

The Authority may grant permission for the business use if the Family provides written assurances of the conditions stated below. Permission may be rescinded upon violation of these conditions:

- The dwelling unit will remain the Family's principal residence.
- The business activity will not disrupt the basic residential nature of the housing site and neighborhood.
- The business will not require permanent structural changes to the dwelling unit that could adversely affect a future Family's use of the dwelling unit.
- The Family has a current business license and liability insurance, as applicable.
- The activity does not violate zoning codes, project covenants and/or homeowner association rules.

7.10.2. Procedure

The request from the Homebuyer to operate a small business must be submitted in writing. The Authority will verify that the proposed business is appropriate for the location and meets the above conditions and guidelines. The Authority will provide the Homebuyer with written notification of approval or disapproval.

7.11. Structural Modifications (Homeownership only)

A Homebuyer may not make any structural changes in or additions to the dwelling unit unless the Authority has determined that such change will not:

- impair the value of the home, the surrounding homes, or the project as a whole;
- affect the use of the home for residential purposes; or
- violate any Federal, State or local building code requirements as to construction and/or design.

Structural changes are addressed in Section 8.7 of the Homeownership Agreement. Neither NAHASDA nor § 1000 address this issue.

- 7.11.1. **Approvable alterations and additions**
Additions which may be approved include, but are not limited to, energy conservation items such as solar panels, wood-burning stoves, flues and insulation.
- 7.11.2. **Homebuyer expense**
Any changes made in accordance with this section shall be at the Homebuyer's expense, and in the event of termination of the Agreement, the Homebuyer shall not be entitled to any compensation for such alterations, additions, or improvements, which automatically become the property of the Housing Authority.
- 7.11.3. **No liens**
The Homebuyer shall not permit any liens or liabilities to encumber the unit, including mechanics or suppliers liens. In the event Homebuyer breaches this requirement, NTHO may take any reasonable action to protect itself, the home and the land from encumbrances and liability, and may withhold payout of any MEPA balance or other funds pending the Homebuyers' satisfaction of such liability.
- 7.11.4. **Procedure**
A Homebuyer who wishes to make any structural changes in or additions to the home must provide a written request, with plans and/or specifications, to the Authority for written approval prior to beginning any modifications. The Homebuyer shall specify the time anticipated to make the improvement, and shall make all diligent efforts to complete the work within the time specified. Failure to complete the work, if it results in damage to or devaluation of the home, may constitute grounds for termination of the Agreement.
- 7.11.5. **MEPA loans**
If the Homebuyer is in compliance with the terms of the Agreement and has a MEPA balance, the Authority may authorize the homebuyer to borrow from the MEPA to pay for betterments or additions to the home, subject to the Homebuyers' written agreement to replenish the MEPA within a specific period, not to exceed 5 years.

8. INSPECTIONS

Homebuyers and Tenants are required to participate in inspections, intended for the Authority to determine whether the Family is complying with all maintenance and replacement responsibilities. (See Maintenance policies, Section 11)

Dwelling inspections are required under Section 8.3(a) of the Homeownership Occupancy Agreement, and may be required under existing Rental Agreements. NAHASDA does not directly require inspections, but the recipient must specify in the IHP how it will protect and maintain the viability of the home, which implies that inspections will be performed.

8.1. Initial Inspection

An initial inspection of the home is required before Family move-in. Families shall not be permitted to occupy a home before construction is complete or, in the case of a subsequent Homebuyer or Tenant, until the home is repaired, cleaned and ready for occupancy.

8.1.1. Participants

The inspection shall be conducted with both the Head of Household and

Spouse, if possible, and the Authority representative present.

8.1.2. Counseling opportunity (Homeownership only)

The Homebuyer will be counseled and advised of the maintenance and replacement responsibility during the inspection.

8.1.3. Documentation of conditions

The pre-occupancy condition of the home, as well as any deficiencies, missing items, necessary repairs, and similar facts shall be entered on the inspection report form prescribed by the Authority.

8.1.4. Use

The report shall be signed and dated by both the Head(s)-of Household and the Authority. Because the report serves as the official record documenting the condition of the home at the time of occupancy, and may form the basis for move-out charges, if any, the Head(s)-of Household shall be encouraged to read the report carefully before signing. The original inspection form shall become a permanent part of the Family's file, with a copy of the report shall be provided to the Family.

8.2. Follow-up Inspection

A special interim inspection of the home shall be scheduled approximately two (2) months after initial occupancy to ensure proper home care. This inspection will be waived if the regular annual inspection will occur no more than four months after the move-in date.

8.2.1. Notification

The Family shall be given appropriate written notice of the date and of the inspection, and the time of the inspection if feasible, as well as an explanation of the reasons for the inspection.

8.2.2. Report

An inspection report shall be completed and signed by the Head(s)-of Household and the Authority representative. Deficiencies shall be discussed with the Family.

8.2.3. Inspection results

If the inspection shows adequate care by the Family, the next inspection will be conducted in accordance with Section 8.3, below. If inadequacies are revealed, an interim inspection, as set forth in Section 8.4, shall be scheduled.

8.3. Annual Inspection

The Family and a Housing Authority representative will conduct an inspection of the dwelling unit at least once each year. The annual inspection is conducted to ensure that the dwelling unit is being properly maintained, and to counsel the family in any maintenance areas where assistance is needed (*Homeownership only*). The annual inspection also documents the condition of the unit.

8.3.1. Deficiencies

If deficiencies are noted during the inspection, the Housing Authority will note them on the inspection report and will write a plan of action. A follow-up inspection will be conducted approximately thirty (30) days following the annual inspection to insure the work has been completed.

8.3.2. Waiver of annual inspection (Homeownership only)

If families have shown that the dwelling unit is being well-maintained, the Housing Authority may elect to conduct inspections on a less frequent basis. However, in no event shall a dwelling unit be scheduled for inspection less frequently than every two years.

8.4. Special Inspections

A special inspection will be conducted where deficiencies are noted at the follow-up or annual inspection or when damages or other violations are suspected. If the interim inspection reveals inadequate care of the home, the Homebuyer shall be advised of the breach. A letter listing the deficiencies shall be sent to the Family stating that corrective action must be taken by a certain date and setting a re-inspection date. This shall constitute the Homebuyer's plan of action unless the Homebuyer agrees to a modified plan, with Housing Authority approval. If the breach is not cured, NTHO shall enforce the Agreement or Rental Agreement by appropriate action, including termination of the Agreement if necessary.

8.5. Vacate or Move-out Inspection

An inspection of a home being vacated will be required.

8.5.1. Scheduling

The vacate inspection will be scheduled when the Family has removed all personal items and completed all repairs and cleaning.

8.5.2. Instructions

Families will be mailed vacate instructions in order to facilitate the move-out and to promptly determine whether any charges may be due.

8.5.3. Participants

If possible, the inspection will be conducted with the Head(s)-of Household present, with the inspection report signed by both the Head(s)-of Household or family member and the Authority representative. Where Families have vacated without notice or have been evicted, and are not available for the inspection, two Authority representatives should be present to document the condition of the home through the inspection report, and preferably, through photos or videotape.

8.5.4. Charges

A list of potential charges shall be summarized on the appropriate section of the report. The vacate inspection report shall be compared with the initial inspection to evaluate any damages beyond normal wear and tear.

8.5.5. Dispute

Any disagreement by the Family regarding vacates charges and/or the disposition of MEPA (*Homeownership only*) shall be resolved in accordance with the Authority's *Grievance Procedure*.

8.6. Project Inspections

The Authority will conduct project inspections as often as feasible to note items in need of repair, general trends of Family neglect, and any deficiencies in the appearance or upkeep of homes.

9. CONVEYANCES AND CONVERSIONS

The procedure for conveying Homeownership homes is specified in detail in Section 10.5 of the Homeownership Occupancy Agreement.

9.1. Opportunity to Purchase

The Homeownership program provides eligible Homebuyers with an option to purchase the home. Until the purchase option is exercised, the Homebuyer is a lessee with a contingent option to purchase the home, as well as the underlying land where NTHO owns the land in fee simple.

9.2. Purchase Price Schedule

When the Homebuyer enters the program, a Purchase Price Schedule will be provided, containing the following information:

- The Initial Purchase Price or Subsequent Purchase Price for the size of home and for the applicable project;
- The amount by which the Purchase Price drops each month, and the price for the Homebuyer to exercise the Purchase Option in any given month over the term of the Agreement, which shall be not less than 15 nor more than 25 years;
- Where NTHO has used a constructive interest rate to compute the declining Purchase Price, the interest rate used;
- The approximate date on which the Purchase Price is zero.

9.2.1. Initial purchase price

For a new project, and for the original Homebuyer, the Initial Purchase Price is determined by the Total Development Cost and the size and type of home being purchased.

9.2.2. Subsequent purchase price

The Subsequent Purchase Price is determined by the Housing Authority in a manner that approximates both the actual value of the home at the time of admission and the income stream anticipated to be generated by the home at the time it was developed. NTHO may determine the Subsequent Purchase Price by:

- Appraisal, including comparable appraisals of similar units in the same or similar communities;
- Current replacement cost, determined by any reasonable method;
- Using the remaining purchase price of the home as listed on the original Purchase Price Schedule as of the date the new homebuyer is admitted;
- Any combination or average of the prices determined by the above methods.

9.2.3. Starting place on schedule

In addition to the Subsequent Purchase Price, NTHO shall determine the number of years over which the Purchase Price schedule shall decline from the Subsequent Purchase price to zero, and specify the starting point on the schedule for the subsequent Homebuyer, if it is not month 1.

9.3. Conveyance of the Home

The following policies and procedures apply to conveying a Homeownership property. Throughout this policy, the term "Homebuyer" means the person or persons who signed the Agreement with NTHO.

9.3.1. Eligibility to purchase

Homebuyers are not eligible to purchase the home unless they have complied with all obligations under the Agreement, including the obligation to make Required Monthly Payments, and the obligation to occupy the home as their principal residence. For Homebuyers with delinquencies remaining after the Purchase Price reaches zero, see *Section 10.11*.

9.3.2. Exercise ineffective until compliance

If the Homebuyer exercises the purchase option prior to the time the Homebuyer is in compliance with all Homeownership obligations, such exercise shall not be effective unless and until the Homebuyer comes into compliance.

9.4. Initiation of Process

Either the Homebuyer or NTHO may initiate the process for conveyance.

9.4.1. General

In general, NTHO will initiate the process for conveyance when the balance of a participant's reserve accounts and MEPA approximates the Purchase Price of the unit. NTHO may, but is not required to, notify the Homebuyer when the balances of the Homebuyer's reserves and accounts equal the purchase price of the home.

9.4.2. Homebuyer

The Homebuyer initiates the process by exercising the option. Exercising the Option is an offer to make a lump sum payment of any remaining balance of the Purchase Price after reserves and accounts are applied, plus any closing or settlement costs, either through cash or financing.

9.4.3. Confirming reserves and accounts

NTHO shall determine the amount of the Homebuyers' reserves and accounts in response to a request from the Homebuyer or to determine whether NTHO should counsel or notify the Homebuyer concerning exercise of the purchase option.

9.4.4. Confirming site control

Before conveyance, NTHO shall research site control and determine whether the home is located on land owned in fee simple by NTHO, or is leased or restricted land. The Housing Authority shall determine the correct legal description of the land for use in all conveyance documents.

9.5. Counseling

The Homebuyer will be counseled or advised in writing that once conveyance of title is transferred to the Homebuyer, the Homebuyer becomes wholly responsible for all costs, liabilities and responsibilities associated with ownership, including but not limited to insurance coverage of the home, property taxes, and utilities. The Homebuyer should take these costs into consideration as future responsibilities.

9.6. Interim Responsibilities

After exercise of the option, but before title is conveyed, the Homebuyer shall continue to be responsible for the payment of the Administration Charge until the Settlement Date. NTHO will continue to maintain Risk Pool or insurance coverage of the home until conveyance.

9.7. Closing Costs

In addition to the payment of the balance of the purchase price schedule, the Homebuyer

pays all settlement costs incidental to acquiring ownership. These costs may include:

- As-built survey;
- Title examination and title insurance inspections;
- Deed preparation fees;
- Closing, recording or transfer fees associated with title;
- Any financing, escrow, and similar costs associated with outside financing, if any.

9.7.1. Use of reserves and accounts

The Homebuyer may use any of the accounts or reserves available for payment of settlement costs, or the Homebuyer's own funds. If the Homebuyer's accounts/reserves will be used to pay off the home, the following charges will be paid from the Monthly Equity Payments Accounts (MEPA), Voluntary Equity Payments Account (VEPA), and MH Reserves, in the order listed;

- Initial payment of fire and extended coverage insurance (if home is being purchased through NTHO financing);
- Settlement costs, unless the Homebuyer uses other funds or financing to cover such costs;
- Purchase price balance.

9.7.2. Title insurance

If the Homebuyer desires title insurance, the associated costs shall be the Homebuyer's responsibility. A Homebuyer opting to buy title insurance should generally advise NTHO of that decision at least three weeks in advance of the settlement date

9.8. Transfer of Title

9.8.1. Deed

Transfer of title shall be by Quitclaim Deed from NTHO to the Homebuyer or Homebuyers who signed the Agreement. In the event of any dispute over eligible transferees, the conveyance will be delayed until such dispute is resolved. Conveyance may be made to the Estate of a deceased Homebuyer, in appropriate situations.

9.8.2. Conveyance package

NTHO shall coordinate with the Homebuyer in preparation of the Quitclaim deed and other documents comprising the conveyance package. If the Homebuyer has elected to purchase title insurance, the parties will also coordinate with the title company. In general, NTHO's legal counsel prior to the transfer of the property will review the conveyance package, however, such review is solely for the protection of NTHO.

The Conveyance documents shall be adequate to convey NTHO's interest in the home to the Homebuyer. The deed shall adequately describe the property. Documents appropriate for transferring any NTHO possessory interest in leased land, or land in restricted status, shall be prepared. Settlement documents shall also provide for a full & final release of claims, obligations and liabilities between NTHO and the Homebuyer, and for release of the Agreement. The Homebuyer may be required to sign a "Property Disclosure Statement" waiver under state law.

The conveyance package shall be based upon and shall state the estimated Settlement Date, determined by the Housing Authority. In general, the Purchase Price is effective as of the Settlement Date. The Settlement Date may

be amended in the event of delays or other cause.

9.8.3. Settlement/Closing

Closing will generally occur at the Housing Authority office, and may be performed by mail.

9.8.4. Post-settlement recording and reporting

To ensure proper conveyance of record, NTHO may record the Deed at the appropriate Recorder's office, at the Homebuyer's expense. Other arrangements for recording and deed transfer may be made through qualified agents, such as title or escrow companies, provided that NTHO's interest is adequately protected.

Absent clear tax guidance to the contrary, NTHO will complete an IRS 1099 form or similar statement for interest accrued on homebuyer equity accounts during the term of the Agreement. Further, NTHO will comply with any other tax or transfer reporting required or advisable under the Internal Revenue Code or local tax laws.

NTHO will notify the Office of Native American Housing (ONAP) at ONAP Headquarters of the transfer of interest. NTHO will notify its insurance carrier or risk pool company that the unit has been paid off and provide the date of recorded transfer, so that NTHO's cost of coverage will terminate.

9.9. Disposition of Proceeds

After conveyance of the property, the funds from the sale shall be placed in NTHO's reserve account and shall be used for low-income housing purposes.

9.10. Conveyance of Homes on Leased or Restricted Land

Many of NTHO's Homeownership homes are located on leased land. Conveyance of homes located on land not owned by NTHO shall follow the regular procedure, with the following additional steps:

9.10.1. Counseling

NTHO shall counsel the Homebuyer in writing that the conveyance covers the building, only, and that the Homebuyer will not be receiving fee ownership of the land from NTHO.

9.10.2. Additional or modified documentation

In the event the Quitclaim Deed (or other special deed NTHO uses for the transaction) is insufficient to legally convey NTHO's leasehold interest in the land, NTHO will prepare, execute and record document(s) sufficient to assign NTHO's rights in the land to the Homebuyer. Counsel for the housing authority and the Homebuyer may review such documents, if any. If assignment is prohibited or inadvisable, NTHO shall advise the Homebuyer.

9.10.3. Homebuyer's assumption of lease responsibilities

The Homebuyer shall agree in writing to comply with all land lease obligations, as appropriate. The Homebuyer may be required to indemnify NTHO for any breach of the lease, if NTHO is not fully discharged from responsibility under the lease.

9.10.4. Other approvals

ONAP and/or BIA approval and signature shall be obtained, to the extent required or customary. Additional time may be required before settlement can occur, in order to obtain necessary approvals and signatures.

9.10.5. Land leased to NTHO

Conveyance of homes located on land owned by the Homebuyer, and leased to NTHO, shall follow the regular procedure, except that NTHO may require additional documentation to show termination of the original lease. Legal counsel, ONAP, and BIA approvals and signatures shall be obtained as necessary or appropriate.

9.11. Post-conveyance Modernization Work

NTHO may, in its sole discretion, perform previously approved modernization work on homes after conveyance, subject to modernization program policies and federal regulations.

9.11.1. No guarantees

Due to contingencies associated with federal funding, potential for emergency conditions in other homes, and the need for NTHO to reallocate funding to homes for which it holds title and which have priority, modernization work cannot be guaranteed. NTHO will not perform modernization work on a Homeownership home, which has been re-conveyed by the original Homebuyer/Homeowner to a third party.

9.11.2. Pre-requisites

Before NTHO performs modernization work on a conveyed home, the Homeowner(s) shall:

- Provide proof of adequate homeowners' insurance on the home.
- Sign any required agreements, acknowledgments, waivers, or releases of liability NTHO requires as a condition of performing work.
- Fully cooperate and prepare the home to be worked on, including moving furnishings, performing any required self-help, and ensuring the home is safe for NTHO workers.
- Upon NTHO's request, establish to NTHO's satisfaction that the home is still owned by the former Homeownership Homebuyer/Homeowner.

9.12. Ineligible Homebuyers

If a Homebuyer has a delinquency at the end of the Agreement term, the Homebuyer is not eligible to receive title. The Housing Authority will either terminate the Agreement and evict the Homebuyer OR require the Homebuyer to enter into a Final Payment Agreement for installment payments of the debt, over not more than 3 years. The Final Payment Agreement may contain a "balloon" payment, provided that the Homebuyer demonstrates a reasonable probability of being able to pay off the balance by such method. In addition to the balance due, the Payment Schedule shall contain a monthly overhead fee covering the Housing Authority's insurance cost and all processing costs. Interest may be charged. Breach of the Final Payment Agreement results in termination and eviction.

9.13. Conversion from Homeownership to Low Rent

Homebuyer families may suffer a permanent loss of homeownership potential, due to a variety of reasons beyond their control, including loss of ability to maintain the home and inability to meet the cost of homebuyer responsibilities. The Housing Authority may agree to convert the home in place to the Low Rent program, subject to the following conditions and procedures.

NAHASDA does not specifically address conversion of units from one program to another, since the housing developed under the 1937 Act no longer comes under § 950 regulations. However, there are two areas within NAHASDA that are indirectly related to conversion:

First of all, Section 205(a)(2) states: "except for housing assisted under Section 202 of the United

States Housing Act of 1937 (as in effect before the date of the effectiveness of this Act), each dwelling unit in the housing will remain affordable, according to binding commitments satisfactory to the Secretary, for the remaining useful life of the property (as determined by the Secretary) without regard to the term of the mortgage or to transfer of ownership, or for such other period that the Secretary determines is the longest feasible period of time consistent with sound economics and the purposes of this Act, except upon a foreclosure by a lender (or upon other transfer in lieu of foreclosure) if such action:

(A) recognizes any contractual or legal rights of public agencies, nonprofit sponsors, or others to take actions that would avoid termination of low-income affordability in the case of foreclosure or transfer in lieu of foreclosure; and

(B) is not for the purpose of avoiding low-income affordability restrictions, as determined by the Secretary.”

It is up to the recipient to determine the “useful life” of the dwelling units. § 1000.144 clarified that Homeownership homes constructed prior to NAHASDA are not subject to these useful life provisions.

Secondly, § 1000.134 states: “A recipient (or entity funded by a recipient) may undertake a planned demolition or disposal of Indian housing units owned or operated pursuant to an ACC when:

- *The recipient has performed a financial analysis demonstrating that it is more cost-effective or housing program-effective for the recipient to demolish or dispose of the unit than to continue to operate or own it;*
- *The housing unit has been condemned by the government which has authority over the unit;*
- *The housing unit is an imminent threat to the health and safety of housing residents; or*
- *Continued habitation of a housing unit is inadvisable due to cultural or historical considerations.”*

9.13.1. ONAP approval

All conversions are subject to approval by the regional Office of Native American Programs, after consultation with the tribal governing body.

9.13.2. Financial feasibility analysis

All conversions are subject to a financial feasibility analysis. The Authority will determine the potential impact a conversion will have on the Authority. No conversion will be approved unless it can be found that the impact will be minimal. For example, having a single rental unit in a village may be impractical. Conversion may be declined, or delayed until additional units are available for conversion or are developed for Low Rent.

9.13.3. Condition of home

The home must be brought into acceptable condition prior to conversion, including repair of all damages, exterior and interior painting if not performed in the past two years; replacement of missing or non-working appliances, and any other work required by the Housing Authority.

9.13.4. Cost of work and delinquencies

The Homebuyer shall be responsible for all costs of bringing the home into compliance. MEPA funds may be applied to this cost. The Homebuyer may be required to enter into a Payment Agreement to cover any arrearage.

9.13.5. Accounts and reserves

Any balance remaining in the MEPA shall be applied first to any delinquencies, then to repair/maintenance work, then to the Security Deposit for the new Low Rent Lease, with any remainder paid to the Homebuyer. Reserve accounts associated with the unit shall be applied in the manner determined by ONAP or NTHO

9.14. Conversion from Low-rent to Homeownership

In the event the family regains the potential to qualify for Homeownership participation, as defined by NTHO's Homeownership eligibility standards, the Tenant may apply to the Housing Authority for conversion to Homeownership, provided that not less than 3 years have elapsed since the conversion to Low-Rent and the family has established a track record sufficient to ascertain Homeownership eligibility.

10. COLLECTIONS

The proper operation of the Homeownership and Rental programs depends on the money generated by Family payments. NTHO's policy is to take diligent action to collect past-due payments, in a manner consistent with the homeownership goals of the Homeownership program, and the individual circumstances of each family. As used in this policy, the terms "Homebuyers", "Tenants" and "Families" refer to the person(s) who signed the Agreement or Rental Agreement.

Collection procedures are not directly specified in NAHASDA; however, "to protect and maintain the viability of the housing", it's obvious strict collection policies will have to be established and enforced.

10.1. Amount of Required Monthly Payment

Families will be informed of the amount of their Required Monthly Payment, and how the payment was calculated. NTHO will advise Families of their obligation to make regular payments in accordance with the Agreement and the Rental Agreement. The method of payment shall be by postal money order, personal check or, if payment is made in person, by cash.

10.2. Failure to Meet Financial Obligations

As stated in the Homebuyer Agreement and Rental Agreement, prompt and regular payments are essential for continued occupancy. Families who fail to make timely payment in the proper amount risk being terminated from the program. Delinquent Homeownership homebuyers are required to cooperate in financial and family budget counseling as directed by the Authority, to insure that the Homebuyer understands the importance of making payments when due. Counseling may include discussion of direct deposits, payroll deductions, MEPA deductions, and prepayment. Refusal or failure to participate in counseling is considered by NTHO in determining whether stricter collection action is appropriate.

10.3. Inability to Make Full Payment Due to Hardship

Although payments are originally established at amounts within the financial reach of eligible families, financial hardships can arise, such as death of a family member or loss of a job, where the Homebuyer despite best efforts is unable to make full payment on the due date.

10.3.1. Conditions

NTHO's policy is to reasonably accommodate families suffering legitimate financial hardship, provided that the hardship is of a temporary nature, the

Family complies fully with all other requirements of the Homebuyer Agreement or Rental Agreement, and the Family communicates the problem to NTHO in a timely manner.

10.3.2. Family to provide notice of problem

Families with a legitimate and justifiable inability to make the required payment on the due date must contact NTHO:

- ❑ to explain the circumstances,
- ❑ to request and describe the financial extension needed, and
- ❑ to make arrangements for entering into a written Payment Agreement, if the extension is needed for longer than 30 days. Partial monthly payments are generally required for Payment Agreements.

10.4. Partial Payment

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

10.5. Payment Agreements

To maximize a Family's compliance, achieve the goals of the Homeownership and Low Rent program, and avoid evictions, families with delinquencies or a pattern of late or inconsistent payments, must enter into a written plan of action. The plan of action is generally documented in a Payment Agreement, which specifies the plan for paying the Family's debt. A Family which fails to pay or is unable to pay the Required Monthly Payment, and Families which incur debts to the Authority for non-maintenance, abuse or replacements which are greater than one month's Administration Charge or Tenant Rent, shall take prompt remedial action.

10.5.1. Short term basis only

Payment Agreements are made available to Families in recognition of unavoidable or unexpected financial problems, and are intended to be of a temporary and short-term nature. Unless otherwise authorized by signature of the Executive Director or designee, the term of the Payment Agreement shall not exceed twelve months.

10.5.2. Corrective action

The Family shall (a) enter into a Payment Agreement with the Authority, and (b) have the amount deducted from the MEPA with a Payment Agreement to replenish the MEPA (*Homeownership only*).

10.5.3. Requirements of payment agreement

The Payment Agreement shall provide:

- ❑ Minimum monthly payments shall be 1/12th of the amount owed, or \$25.00, whichever is greater. The minimum monthly payment amount may be reduced, in the Authority's discretion, so that the monthly payment plus the Family's Total Tenant Payment does not exceed fifty (50%) percent of the Family's Gross monthly income.

- The monthly payment shall be set at an amount, which will result in the most prompt possible repayment, and may be higher if the Authority determines that the Homebuyer can afford a higher payment. In no event shall a Payment Agreement exceed three years.
- Payment Agreements shall be due and payable in the same manner as Required Monthly Payments.

10.5.4. Signed document

Payment Agreements must be executed by the Head(s) of Household, and where the Agreement requires financial commitments from other authorized occupants or family members, those occupants are also required to sign.

10.5.5. Application of payments

Payments made by a Family with a Payment Agreement shall be made in the following order:

- Current Required Monthly Payment
- Unpaid Required Monthly Payments or other charges, which are past due and not included in a current Payment Agreement.
- Repayment Agreement
- MEPA (Homeownership only)

10.5.6. Breach of payment agreement

Breach of the Payment Agreement authorizes termination of the Payment Agreement at the election of the Authority upon notice to the Family. Failure of the Family to make two consecutive payments under the Payment Agreement will result in automatic termination of the Payment Agreement, without notice to the Family. Breach of a Payment Agreement also authorizes termination of the Agreement or Rental Agreement.

10.5.7. Reinstatement of payment agreement

The Authority may reinstate a terminated Payment Agreement upon appropriate payment and assurances from the Homebuyer, in which case the termination shall not count against the Family under the table provided below. After termination of a Payment Agreement, the Authority may require the Family to enter into a new Payment Agreement.

10.5.8. Restrictions where payment agreements have failed

For Families who breached their last Payment Agreement, a substantial lump sum payment is required before a new Payment Agreement will be accepted. The minimum lump sum payment is a percentage of the balance due, determined by the following table:

Breached Agreements	Down Payment Required
1	25%
2	50%
3	75%
4	100%

Families who have breached four (4) Payment Agreements during the term of their Agreement or Rental Agreement must pay their balance in full, and are not permitted to enter into another Payment Agreement. A lump sum payment will be required to correct the balance owed. Only the Executive Director, for

good cause shown may waive this restriction.

10.6. Permanent Loss of Eligibility

Permanent inability to meet the financial requirements of the Homeownership or Low Rent program, including the Homeownership obligation to timely provide maintenance and replacements, results in termination from the program. If NTHO determines that a Homeownership Family has permanently lost the ability to meet financial requirements through no fault of the Family, the Authority may in its discretion counsel the Homebuyer about Low-rent conversion, and offer conversion to the Homebuyer as an alternative to eviction.

10.7. MEPA Application (Homeownership only)

Where a Homebuyer falls behind in payments for any reason, NTHO is authorized to apply the Homebuyers' MEPA balance, if any, toward the Homebuyers past-due administrative charges. NTHO may apply all or part of the MEPA toward the Homebuyers' past-due balance where the delinquency is serious, or the Homebuyer voluntarily requests such action with NTHO approval. NTHO may provide notice to the Homebuyer of the MEPA application but is not required to do so. In accordance with Section 7.9, the Homebuyer shall enter into a Payment Agreement. "Serious" delinquency is defined as any delinquency, including Miscellaneous Account balance, exceeding three Required Monthly Payments or \$300, whichever comes first.

10.8. Collection of Delinquencies

NTHO applies the following guidelines in enforcing the financial obligations of the Homeownership and Low Rent program in collecting delinquent payments:

10.8.1. Payment due dates

Payments are due on the first day of each month, and are late on the 15th day of each month. On the 15th day of the month, Homebuyers who have missed their payment and who have not signed an approved Payment Agreement covering the breach shall be sent a Reminder Notice.

10.8.2. Issuance of notice of delinquency

If after 30 days (the 15th of the following month) the Family has still not cured the breach or agreed to a written plan of action, NTHO is authorized to send a Notice of Delinquency, which shall state:

- Any requirement by NTHO that the Family execute a Payment Agreement;
- The Homebuyer's opportunity to receive counseling assistance to assist in resolving the payment problem; and
- The amount owed.

10.8.3. Response to notice of delinquency

The Homebuyer must respond to the Notice of Delinquency in accordance with the Notice, by making payment acceptable to NTHO, executing an approved Payment Agreement, or fully securing the debt by wage deduction agreement or other valid method.

10.8.4. Notice of termination

If after an additional 30 days (the 15th day of the second month after the delinquency arose) the Homebuyer fails to respond to the Notice of Delinquency, NTHO is authorized to send or serve *Notice of Termination*. Generally, an advisory copy of the Notice will be sent to the applicable Village Council, but such advisory notice is not required for the Notice to be effective. Unless the Homebuyer cures the breach, the Agreement will terminate in

accordance with the Notice, which shall provide not less than 30 days for the Homebuyer to respond to and cure the breach. The Notice of Termination will convey the following information:

- ❑ The reason for termination;
- ❑ That the Homebuyer has thirty (30) days, during which the Homebuyer will be allowed to respond to the Authority, in writing or in person, regarding the reason for termination;
- ❑ That, if responding in person, the Homebuyer is allowed to be represented or accompanied by a person of his/her choice;
- ❑ That the Authority may advise the local governing body concerning the termination;
- ❑ That if, within thirty (30) days of the date of the Notice of Termination, the Homebuyer presents to the Authority assurances or evidence satisfactory to the Authority, the Authority may rescind the Notice of Termination; and
- ❑ That unless there is a rescission per above, the lease term and Agreement will terminate on the 30th day after the date of the Notice of Termination.

10.9. Termination and Notice To Quit

If the Agreement terminates as a result of the Homebuyers' failure to cure the breach and respond to the Notice within the time allowed, NTHO is authorized to send final Notice to Quit. Notice to Quit shall direct the Homebuyer and household to vacate the home by a specific time and date, and shall notify the Homebuyer that the Authority may file a civil action in court to obtain eviction.

10.10. Referral to Legal Counsel

If the Homebuyer and family fail to vacate the premises after termination of the Agreement, the file will be referred to the Housing Authority's attorney for appropriate action.

10.11. Collection of Legal Expenses Incurred in Enforcement

To the maximum extent feasible, it is NTHO's policy to recover legal expenses arising from noncompliance from the household, which committed the breach. It is also NTHO's goal to resolve disputes before legal action or expense is required. NTHO recognizes that some Homebuyers may seek to cure a breach only after attorney expenses or court costs have already been incurred. To achieve its goals, NTHO may condition any reinstatement upon the Homebuyer sharing the Authority's legal expenses, as follows:

- Homebuyer cures the breach and seeks reinstatement before legal costs are incurred, no sharing of legal expense required.
- Homebuyer cures the breach and seeks reinstatement after the file is referred to the attorney, Homebuyer shall be responsible for 100% of attorney expenses incurred in preparing the file for court action.
- Homebuyer cures the breach and seeks reinstatement after court action is filed, Homebuyer shall be responsible for 100% of attorneys fees, and 100% of NTHO's service and filing costs, including any travel costs required for service of process.
- If the Homebuyer offers to cure after the early stages of the lawsuit, NTHO reserves its right to seek the maximum attorney's fees and costs allowed by court rules.

10.12. Reservation of NTHO rights

This policy shall not limit NTHO's right to (1) require additional assurances, reimbursement or payment from the Homebuyer as a condition of any reinstatement, settlement, or settlement documentation; (2) require security for the debt owed or agreed to be paid by the Homebuyer; (3) reject the Homebuyers' attempted cure or request to cure, or (4) seek

judicial relief.

10.13. Collection after Move-out

Following a voluntary move-out, abandonment, or eviction, NTHO will make reasonable efforts to collect all past due payments, miscellaneous accounts, and any debts arising from damages or non-maintenance, from former Homebuyers and responsible residents.

Collection action may include Small Claims actions, other legal proceedings, referral to a collection agency, and judgment execution, including garnishments, as determined by the Authority to be consistent with sound financial management.

10.14. Small Claims Action

At any time a debt is owed, whether before or after move-out, NTHO may file Small Claims action against responsible parties in order to collect debts owed to the Housing Authority. The Executive Director may designate a Housing Authority representative for purposes of filing Small Claims actions on behalf of the Authority.

11. MAINTENANCE

Maintenance in Homeownership housing is the process of keeping the home, equipment and grounds from declining in usefulness and appearance. Per the Annual Contributions Contract with the Department of Housing and Urban Development, NTHO is required to formally adopt and make available for examination this Maintenance Policy.

NAHASDA requires that the recipient develop policies to "protect and maintain the viability" of the housing, including developing maintenance policies.

11.1. Definitions

As used in this Policy, the term "home" includes roofs, attic spaces, windows, gutters, walls, gutters, porches, doors, foundations, floors, etc. "Equipment" includes utility lines and piping, heating and plumbing equipment, pumps and tanks, ranges and refrigerators, and similar components. "Grounds" include lawns, roads, sidewalks, drainage, and similar physical features surround and part of the property.

11.2. Purpose and Objectives

NTHO's objective is to provide decent, safe and sanitary housing. This policy sets the standards for the inspection and maintenance of Homeownership units, and is intended to ensure that several objectives are achieved:

- To keep the home, equipment and grounds from deteriorating and/or failing before the end of their useful life.
- To remove detected conditions that may lead to injury or accident to occupants and others.
- To identify potential problems and provide maintenance to prevent the need for future emergency maintenance or major structural or system failures in and around the home, commonly known as "preventive" maintenance.
- To perform major repairs or improvements to the home or equipment, or the replacement of the item, commonly known as non-routine maintenance.

11.3. Homebuyer Responsibilities

11.3.1. Homebuyer Agreements

Homebuyers are responsible, per the Agreement, for all maintenance of the home, including all repairs and replacements, including repairs and replacements necessitated by damage from any cause. The Authority shall not

be obligated to pay for or to provide any maintenance of the home other than the correction of warranty items reported during the applicable warranty period.

11.3.2. Failure to maintain home

Failure of the resident to perform the maintenance obligations constitutes a breach of the Agreement. Upon a determination by the Authority that a breach has occurred, the Authority shall require the resident to agree to a specific plan of action to cure the breach and to assure future compliance.

If the problem is not remedied within the required time frame set by the Authority, or if the resident fails to agree to a reasonable plan or fails to carry out the agreed-to plan, the Authority shall terminate the Agreement.

Repeated failure to maintain the home and/or equipment, and/or repeated damage to the home and/or equipment is cause for termination of the Agreement and eviction.

11.3.3. Hazardous conditions

If the condition of the property creates a hazard to the life, health or safety of the occupants, the Authority shall have the work done, and charge the cost thereof to the Homebuyer's MEPA in accordance with the terms of the Agreement. If the Homebuyer has insufficient MEPA balance to cover the cost of the repairs, the resident shall be required to sign a Payment Agreement; and may be required to replenish the MEPA pursuant to a Payment Agreement.

11.4. Types of Maintenance

Maintenance is divided into the following categories:

11.4.1. Routine maintenance

Routine maintenance is the day-to-day, ordinary maintenance of structures and equipment that have deteriorated through normal wear and tear. It includes responding to service needs when items are not functioning correctly; making minor repairs to systems and equipment; and replacing component parts of systems and equipment. Examples of routine maintenance include, but are not limited to, the following:

- replacing furnace filters, fan belts, air cooler pads and other minor mechanical equipment;
- repairing or replacing hose bibs and water/sewer lines;
- repairing or replacing electrical outlets, circuit breakers, outlet switch covers, and other minor electrical elements;
- repairing or replacing locks, door and window hardware, floor tile and vinyl, minor segments of roofing, gutters and siding;
- replacing thermostats and smoke detector batteries;
- interior painting.

11.4.2. Preventive maintenance

The preventive maintenance program is the most important activity a Homebuyer performs. If performed properly, preventive maintenance minimizes the need for major corrective maintenance and maintenance expenses. There are two phases to the Preventive Maintenance Program:

- preventive maintenance inspections, which the Homebuyer shall perform and which NTHO also performs from time to time, and
- the actual preventive maintenance which is the sole responsibility of the

resident.

Preventive maintenance requires the resident to establish a regular, periodic schedule for the following types of work:

- checking fire safety and fire detection equipment (i.e., fire extinguishers and smoke alarms)
- inspecting, adjusting, cleaning and/or lubricating heating systems and equipment, such as furnaces, wood stoves and flues, ranges, hot water heaters, space heaters and refrigerators;
- Inspecting and repairing plumbing systems and fixtures, including caulking around bathtubs, windows and exterior door frames;
- inspecting, repairing and replacing worn parts in electrical systems and fixtures;
- Inspecting and repairing roofs, gutters and flashing;
- inspecting and re-painting sealed surfaces which protect underlying structures and materials;
- inspecting for condensation, dampness and rot in wood materials, and for rust in metal components, and taking corrective action as needed;
- correcting erosion and drainage deficiencies;
- fertilizing and cultivating planted areas;
- inspecting sewer lines, clean-outs and inspecting and pumping of septic system
- Inspecting and patching paved surfaces inspecting for and controlling vermin and pests.

Preventive maintenance work is cyclical and can be scheduled during the "off season" of equipment use. For example, heating systems should be inspected, cleaned and repaired during the summer months to ensure that they will be operating smoothly when they are needed in the winter months. Painting should be scheduled during the Spring, and minor preventive maintenance should occur year-round.

11.4.3. Non-routine maintenance

Non-routine (or extraordinary) maintenance is replacement, or improvement of the structure, systems or major equipment. Non-routine maintenance can be further defined as involving substantial expenditure, either planned or caused by unforeseen events (storms, total deterioration of system, abuse, vandalism). Non-routine maintenance can include:

- replacing roofs;
- replacing major systems of the home, such as heating or electrical systems;
- replacing major equipment, such as water heaters or appliances;
- replacing water pumps, pressure tanks and wells;
- making major repairs to (or replacing) septic systems or drainfields; and
- painting and/or residing the exterior of the home.

11.5. Housing Authority Responsibilities

11.5.1. General inspection requirement

The Authority staff is required to perform several types of inspections, including periodic inspections of all homes, as well as move-in, move-out, warranty and special inspections.

11.5.2. Annual inspections

When a Homebuyer is in compliance with all the provisions of the Agreement, the Authority will perform the periodic inspections once a year. If at any time it is determined the resident is not in full compliance with all terms of the Agreement, the Authority may conduct inspections on a more frequent basis.

11.5.3. Insurance claims

Promptly after receipt of notice, or after having evidenced a condition that would require a claim to be filed, the Authority shall notify its insurance company.

11.5.4. Authority Maintenance Instruction Program

NTHO provides instruction programs to train and advise Homebuyers of their maintenance responsibilities. The areas to be covered include:

- Operation of appliances and equipment in the home.
- Preventive maintenance programs;
- Energy conservation;
- Routine maintenance and housekeeping methods.

In addition, information will be provided to the resident regarding the availability of additional instructional materials from the following sources:

- U.S. Department of HUD (home construction and maintenance)
- Indian Health Service (water and sanitation facilities)
- schools (home economics, landscaping, adult education)
- social service agencies (home economics)
- utility companies (energy conservation)
- appliance manufacturer representatives (warranty and maintenance work on new appliances)
- fire departments (fire prevention and protection)

11.6. Maintenance Program

11.6.1. Inspections

- Annual inspections of the homes, equipment and grounds will be conducted in accordance with the inspection schedules and procedures established by the Authority. Emergency and special inspections may be conducted at any time. Unless an emergency exists which requires immediate entry, the Authority shall provide reasonable notice to residents of all inspections.
- During periodic inspections, Maintenance Counselors will complete a "walk-through" of the home, visually noting discrepancies. Where minor deficiencies are noted, the Maintenance Counselor shall confer with the Homebuyer family and provide the necessary instruction and advice to inform the occupants of the responsibility to correct the deficiencies.
- Major deficiencies, where noted, will require additional measures to be taken, including a written plan of action and follow-up to ensure that the Homebuyer family takes appropriate steps to correct all deficiencies within a certain period of time.
- When a deficiency presents an immediate threat to the health and/or safety of the occupants or where the Homebuyer family is incapable of performing the work necessary to correct a deficiency, the Authority shall have the work done and charge the costs in accordance with this Policy, Section 11.3.3.
- Where Homebuyers fail to cooperate in inspections or associated

counseling, the Authority may document the non-cooperation for the file and for follow-up counseling.

11.6.2. Maintenance requirements

- ❑ NTHO will respond to requests by Homebuyers for maintenance work only where it has been determined that, unless corrected or serviced immediately, the condition will adversely affect the health or safety of the occupants, or could lead to imminent or irreversible damage or deterioration to the home or equipment.
- ❑ All maintenance work shall be completed using an approved work order and purchase order system.
- ❑ To expedite charges to Homebuyers and reimbursement to NTHO, the Authority shall use a standard list of charges, updated periodically to reflect actual costs associated with commonly replaced parts. This shall be prominently posted in the project office and given to Homebuyers requesting the list.
- ❑ For charges not included on the standard list, the Authority will charge the Homebuyer, and the Homebuyer shall pay, for the actual costs incurred by the Authority plus a 10% handling fee.
- ❑ The Authority shall reserve the right to refuse new work orders if the family owes any money to the Authority.

11.7. Maintenance Standards

The conditions of vacated units must be acceptable, as specified in Addendum A to this Policy. All equipment and structural components in and around the MH home must be in acceptable working condition, as specified in the attached Addendum. Any work or equipment and materials to ready the home for a subsequent homebuyer shall be charged to the vacated homebuyer's MEPA, or in the event funds are not available, directly to the homebuyer.

12. SPECIAL REQUIREMENTS FOR RENTAL ASSISTANCE PROGRAM

12.1. Subsidy Calculations

- The tribe will develop a Rent Standard for various family sizes based on the average rents charged in their jurisdiction. Different Rent Standards may be used for different areas within the if it is found there is a large difference in rents being charged in different areas (for example between Santa Rosa and Mendocino County).
- The maximum subsidy level for each family is calculated by subtracting 30% of the family's Monthly Adjusted Income from the Rent Standard. .
- The family may select a housing unit with a rent higher or lower than the Rent Standard. However, because the subsidy is a fixed amount, –
- if the family selects a housing unit with a rent higher than the Rent Standard, the family will be paying more than 30% of their Monthly Adjusted Income for rent.
- if the family selects a housing unit with a rent lower than the Rent Standard, the family will be paying less than 30% of their Monthly Adjusted Income for rent.

12.2. Examples

Calculate Subsidy

Example Rent Standard: \$525

Example Monthly Adjusted Income: \$800

Maximum Subsidy equals \$525 Rent Standard
minus \$240 (30% of \$800)
equals \$285 Maximum Subsidy

Example No. 1 (family chooses rent less than Rent Standard)

Example Rent = \$485 Rent (less than Rent Standard)
Subsidy (tribe payment) = \$285 (Maximum Subsidy per above)
Family payment = \$200 (or 20% of monthly adjusted income)

Example No. 2 (family chooses rent higher than Rent Standard)

Example Rent = \$585 (more than Rent Standard)
Subsidy (tribe payment) = \$285 (Maximum Subsidy per above)
Family payment = \$300 (or 37.5% of monthly adj. inc.)

12.3. Making Payments To Owners

- The Rental Assistance Payment to the Owner is the lesser of the Subsidy Payment described above; or the total rent payment, excluding any charges for utilities or other charges.
- Payments to Owners shall be issued on or before the first working day of each month.
- ~~Total~~ The Owner will be notified of the total amount of subsidy payments as defined below.

12.4. Total Subsidy Payments

- Elderly Families: There is no limit to the number of months rental assistance will be provided to ~~families with an elderly, disabled or handicapped head of household or spouse~~ Elderly Families, as defined. However, funding of this program is contingent upon the tribe receiving federal funding under the Indian Housing Block Grant Program.

- **Non-elderly families:** Non-elderly Families will have a total subsidy calculated when they enter the program. This amount is a lifetime maximum, and is equal to twelve months subsidy, or twelve times the maximum subsidy amount at the time the family enters the program. This subsidy must be used within twenty-four months of entry into the program. Subsidy not used at the end of twenty-four months will be forfeited. Changes to the total subsidy will be calculated as specified below.
- Students: The assistance provided to students will be limited to the period during which the student is enrolled full-time in an accredited degree program. The maximum assistance period is the lesser of the time it would be expected a full-time student to complete the degree requirements, or four years. This assistance is subject to the lifetime maximum described above.

12.5. Changes in Total Subsidy

- All changes in total subsidy will be prorated for remaining months left in the twelve-month assistance period.
- The subsidy payment will remain in effect during the assistance period unless:
 - The family reports a change in the household composition that results in a higher Rent Standard;
 - The family reports a decrease in income or change in allowances or deductions that would result in an increase in subsidy:

12.6. Assistance Categories

12.6.1. Elderly Families

Elderly families will receive an *Annual* Subsidy Allowance that is a contract between the tribe and the household specifying the rights and responsibilities of each party. The household's failure to comply with their obligations at all times shall result in termination from the program. The Annual Subsidy Allowance is valid for twelve months from the date of issuance, and may be renewed for additional twelve month periods if:

- Funding is available;
- The family remains eligible for continued assistance; and
- The housing unit meets Housing Quality Standards.

Elderly families will be required to recertify their income before the Annual Subsidy Allowance can be renewed.

12.6.2. Non Elderly Families

Non-elderly families will be issued a *Total* Subsidy Allowance that is a contract between the tribe and the family specifying the rights and responsibilities of each party. The family's failure to comply with their obligations at all times shall result in termination from the program.

The Total Subsidy Allowance is valid for a period of twenty-four months from the date of issuance. Subsidy will terminate earlier than twenty-four months if:

- Total subsidy has been used by the family;
- The family has been terminated from the program; or
- No subsidy payments have been made for six consecutive months.

A family may request an extension, in writing, of the subsidy time period (either the twenty-four month total time period or the six-month no subsidy period) for the following reasons:

- Extenuating circumstances such as hospitalization or a family emergency for an extended period of time that has affected the family's ability to find a

unit. Verification is required.

- ❑ The family has documented they have made a consistent effort to locate a unit and provide the tribe with a list of all units contacted and reason for denial or refusal.
- ❑ The family has turned in a Request for Lease Approval prior to the expiration of the time period, but the unit has not passed Housing Quality Standards.

12.6.3. Students

- ❑ To be eligible for assistance, students must be enrolled full-time in an accredited educational institution and show documentation of eligibility for a Pell Grant.
- ❑ Students will only continue to receive assistance as long as the above can be documented, or a maximum of four years, whichever is less.
- ❑ Assistance will be paid to the landlord, university or other owner of the housing in which the student will be residing.
- ❑ Assistance will not be paid during any period the student is not enrolled full-time for a period exceeding thirty consecutive days, such as during summer breaks.
- ❑ The housing for which the assistance is paid must be located within the boundaries of the United States.

12.7. Eligible Types Of Housing for Rental Assistance Program

The following types of housing are eligible for the Rental Assistance Program (unless designated otherwise):

- Single family, duplex, triplex, fourplex, garden apartments, townhouses, and high-rises;
- Manufactured homes where the tenant leases the mobile home and the pad;
- Independent Group Residences and dormitories.

Families may lease properties owned by relatives, as long as they meet the other program requirements.

12.8. Lease Requirements

All leases must, at a minimum, contain the provisions described in the NAHASDA regulations of Section 207. These provisions may be included in the body of the agreement, or as an Addendum, provided by the Tribe and signed by the Owner and the Family.

12.9. Housing Quality Standards And Inspections

- The tribe requires all units to be inspected to ensure decent, safe, and sanitary housing. No subsidy will be paid for any unit unless these standards are met. The Housing Quality Standards take precedence over local or other pertinent codes, and are included as an Appendix of this policy.
- The tribe will schedule a timely inspection of the unit and the owner will be notified of the results.
- If the unit fails the Housing Quality Standards inspection, the family and owner will be advised to notify the tribe once repairs are completed.

12.10. Family Moves

- The family may decide to move to another unit. If the family has not violated the program requirements and does not owe the tribe money, the family will be offered a assistance at another unit. Except for elderly families, the total subsidy must be used

within twenty-four months following entry into the program.

- If the family does not locate a new dwelling unit ~~to move to~~, the assistance may continue in effect in the current unit if it is agreeable to the owner.
- The family must provide the tribe with written notice prior to vacating the unit.

12.11. Assistance Determination For Split Households

- When the household is divided and becomes more than one household (e.g. divorce or legal separation), the tribe will determine who is eligible to participate in the program.
- The balance of the total subsidy shall be retained by the household where there is mutual consent or a Court stipulated determination of which household retains the subsidy, if the household is eligible.
- If there is no mutual consent or Court-stipulated determination, or if the family determined in 2., above is ineligible, the tribe will provide subsidy to the remaining family unit that is determined eligible. Preference will be given to providing subsidy to the family of the children, if any.

13. SPECIAL REQUIREMENTS FOR HOME REPAIR PROGRAM

Home repair loans/grants may be made for repairs necessary to bring homes up to tribal housing standards as determined by the tribe.

13.1. Property Eligibility Requirements

- The property must be located on fee-simple (i.e. not tribally owned) land within the tribe's housing ~~service formula area (Sonoma, Mendocino or Lake counties)~~.
- ~~The property must be zoned for residential use.~~
- The owner must provide proof of ownership of the property to be repaired and/or, in the event of manufactured home ownership, must provide evidence of a space lease of a period at least equal to the period of the loan.
- ~~3. The property must be the principal, primary residence of the family.~~
- ~~4. The residence must be wood-frame construction, modular manufactured or mobile homes. Travel trailers, boats and recreational vehicles are ineligible.~~
- ~~5. The family must provide evidence that all property taxes are current.~~

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13.2. Terms and Conditions

- Recipients may receive ~~a maximum of three~~ one Home Repair Assistance loans/~~grants during any five-year period.~~
- The total assistance of all loans/~~grants~~ awarded to a family cannot exceed \$10,000 for conventional homes, ~~and \$3,000~~ \$5,000 for mobile homes ~~and \$1,500 for other loans.~~
- Assistance will be in the form of a loan, secured by a Loan Agreement and a lien on the property to be repaired, with the terms to be determined prior to loan origination. For families who are very-low income at the time of loan origination, the loan will convert to a grant over a five-year period, with 20% of the loan forgiven after each of the first five years following the date of the loan ~~after a five-year period if the family has continuously resided in the home during that time. Interest in the amount of 3% of the loan amount will be charged and payable at the time the loan is converted.~~
- The recipient must agree to insure the residence during the five-year loan period, naming the tribe as Loss Payee and providing a Certificate of Insurance as verification.

14. SPECIAL REQUIREMENTS FOR DOWN PAYMENT ASSISTANCE PROGRAM

This program provides a grant loan to qualified "first time" homebuyers (see definition) for down-payment assistance for the purchase of a single-family home in standard condition. The purpose of this loan is to enable homebuyers to secure financing for a home loan, who otherwise would not qualify due to the lack of sufficient down payment funds.

14.1. Eligibility Requirements

Down Payment Assistance ~~Grants~~ Loans may be awarded and applied toward the purchase of a primary residence under the following conditions:

- In addition to eligibility requirements described in this policy, applicants for the Down Payment Assistance Program must demonstrate that, contingent upon receiving assistance from the tribe, they qualify for a home loan from a lending institution, or that contingent upon receiving assistance from the tribe, they will be able to enter into a sales contract with a seller for the purchase of a home. For owner contracts, the applicant's gross annual household income must:
 - be adequate to support a mortgage payment, taxes, insurance, and maintenance, and therefore:
 - be no less than \$15,000 per year; and
 - the applicant's debt-to-income ratio, including housing cost, cannot exceed more than 41% of their income.
- Applicants must not have any past due unpaid debts owed to the tribe.
- 4. • Applicants will also be required to participate in a tribally-sponsored or approved homebuyer education program prior to their selection, to obtain information about the homebuying process and homeownership responsibilities.
- Applicants will be pre-screened to determine their ability to qualify for financing at the time their application comes to the top of the waiting list and prior to approval of any award. ~~The applicant's income needs to be adequate to reasonably support a housing payment in the current housing market. If they have minor problems with credit or debt load, they may be reconsidered in one year. Applicants will be given ninety days, from the date they are notified of their selection, to provide this assurance from the lending institution or seller. If the applicant fails to meet the ninety-day deadline, their application will be removed from the waiting list. If they do not qualify for financing, and will not qualify within one year, they will go to the end of the waiting list or be inactivated, at their choice. Applicants that come to the top of the waiting list and are not ready to participate, may request to be placed at the end of the list.~~

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14.2. Property Eligibility Requirements

- The property to be purchased ~~may be located anywhere in the continental United States. However, the tribe may focus resources annually to a specific geographic area to implement a specifically designated tribally supported project consistent with the Housing Plan. must be located with the tribe's formula area.~~
- The property must be legally zoned for residential use.
- The dwelling must be a site-built home (or other approved technology), a modular home, as defined, (see definition), or a manufactured home.
- If the dwelling is a new manufactured home, it must have a minimum of 840 square feet of living space, and meet all state and local construction and placement specifications for the area in which it will be located.

- If the dwelling is a pre-owned manufactured home, it must be no more than ten (10) years old, and meet the above requirements.
- All homes must be in standard condition and meet inspection requirements of the lender. In the case of a land sale contract, the home and property must meet the inspection requirements. See item “G” of the Terms and Conditions below.
- Ineligible properties include, but are not limited to: vacant land, fixer-uppers, rental or commercial property, mobile homes or travel trailers.
- Manufactured homes may be:
 - placed on land which is owned by the recipient; or
 - purchased as a package with land; or
 - placed on land with a long-term lease; or
 - placed in a mobile/manufactured home park with a long-term lease.

14.3. Terms And Conditions

- The grant amount is ~~20% of the purchase price and closing costs~~; not to exceed a maximum amount of \$10,000.
- The recipient is required to contribute ~~\$1,000~~ the maximum amount available, not less than \$1,000, towards earnest money, closing costs, down payment or other purchase costs such as appraisals or inspections.
- The recipient must maintain the dwelling as his primary residence for a ~~five~~ten-year period upon receipt of the ~~grant~~ loan. This ~~grant~~ loan is secured by a recorded Payback Agreement, which requires the recipient to repay the ~~grant~~ loan amount if he does not comply with the residency period. If the Payback Agreement is violated, the recipient will not be eligible to participate in any housing programs administered by the tribe until the ~~grant~~ loan is repaid in full.
- ~~The loan is to accrue interest at a rate of 3%, which is due and payable upon the date the loan converts to a grant. Failure to pay the interest will result in a delay in converting the loan until the interest is paid.~~
- 4. The recipient must agree to maintain Homeowner’s Insurance on the dwelling, naming the tribe as a loss payee for up to \$10,000, for a minimum of ~~five~~ ten years after receipt of the ~~grant~~ loan, or until the ~~grant~~ loan obligation is satisfied. Insurance certificates must be provided to the tribe.
- 5. The ~~grant~~ loan must be used within a specified period of time of approval for program participation (purchase commitment within 3 months), or it will be forfeited to the next applicant on the waiting list and the original recipient will have the option to be removed from or placed at the end of the waiting list. In the event a purchase commitment cannot be entered into within the three month period, a time extension may be granted at the discretion of the tribe, based upon the circumstances.
- 6. The ~~grant~~ loan monies will be released to the title company or appropriate third party closing agent at the time of closing.
- 7. Recipients of this ~~grant~~ loan are not eligible to apply for Home Repair ~~Grant Program~~ assistance ~~(except for accessibility modifications) for a minimum of five years after receipt of this grant during the ten-year term of the loan, or until the loan is converted to a grant, which occurs sooner.~~
- 8. If the property transaction is a private land sale contract, the following additional conditions apply:
 - a. ~~o~~ the property must receive a total home inspection, at the applicant’s expense, by a qualified independent ~~approved~~certified property inspector;
 - b. ~~o~~ the home must be determined to be a “Home in Standard Condition”; and

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- the recipient must establish an escrow account for monthly payment established for each program under this policy.

15. COMPLAINTS AND APPEALS

15.1. Ineligibility Determination Review

- Ineligible applicants will be promptly notified in writing of the determination, stating the reason for their ineligibility and offering them an opportunity for an eligibility review.
- Applicants must submit their request for a review in writing to the NTHO within ten (10) days from the date of the determination. Failure to request a review within ten (10) days will constitute forfeiture of any further consideration of eligibility related to this application.
- The NTHO staff shall review the decision, and issue a determination within ten days after receiving the request.
- If the family is not satisfied with the staff's determination, the family can request an appeal to the Executive Director, or other appointed hearings officer. The request must be received within ten days following the date of the determination.
- The Hearings Officer shall, within thirty days, conduct the eligibility review. Families requesting an informal review shall be notified in writing of the date and time of the review.
- The eligibility review shall consist of the NTHO staff presenting documented evidence substantiating their ineligibility determination, and the applicant presenting evidence as to why the determination is incorrect. The Hearing Officer will only consider the evidence presented, and shall make their decision based on the regulations and policies.
- If the family is not satisfied with the decision of the Hearing Officer, an appeal to the Board of Commissioners (BOC) can be requested. The appeal must be in writing, and must be received within ten days following the determination of the Hearing Officer.
- 3. The BOC shall, at the next regularly scheduled meeting, conduct the eligibility review. Families requesting an informal review shall be notified in writing of the date and time of the review.
- 4. The eligibility review shall consist of the NTHO tribal staff presenting documented evidence substantiating their ineligibility determination, and the applicant presenting evidence as to why the determination is incorrect. The council will only consider the evidence presented, and shall make their decision based on the regulations and policies. The decision of the BOC shall be final.

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15.2. Appeals By Participants

1. All requests for Informal Hearings must be made within 10 days from the date of the termination notification letter. The Informal Hearings shall be conducted by the Tribal Council at the next regularly scheduled meeting.

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A written notification of the final decision shall be issued within 10 days from the date of the hearing and shall state the reason(s) for the determination. The procedure for appeals by participants shall be the same as for eligibility reviews, described above.

Sample Lease to Own policy

MODEL TDHE/TRIBE **LEASE TO OWN PROGRAM POLICY**

These policies and procedures were adopted by the (name of TDHE/TRIBE) by Resolution # _____ on _____, _____.

(Note: This is a model policy and the TDHE/TRIBE may choose to delete or add any sections or numbers used in this sample. Should the TDHE/TRIBE choose to make any changes, the TDHE/TRIBE should ensure that the policy remains in compliance with the Native American Housing Assistance and Self-Determination Act.)

Policy Statement

The (NAME OF TRIBE/TDHE) is aware that not all members of the (NAME OF TRIBE/TDHE) may qualify for home loan programs offered by private lenders. To overcome this obstacle for individuals or families in need of affordable housing, the Lease to Own Program has been developed. The Lease to Own Program has been designed to assist individuals or families that are truly committed to owning a home and meeting homeownership responsibilities. This program may be used for the purchase of an existing structure; modular constructed home (which is considered the same as a stick-built home), purchase and modernization of a home, and the construction of new homes. Purchase of homes also includes manufactured homes. The term manufactured home, in this policy, may be a mobile home. Manufactured homes must be constructed in conformance with the Federal Manufactured Home Construction and Safety Standards as evidenced by the affixed certification label.

1. General Information

- A.** The Lease to Own Program may be utilized on Trust, Individually Allotted, or Fee Simple Lands located within the (NAME OF TRIBE/TDHE)'s Indian area, which is the area where the (NAME OF TRIBE/TDHE) provides affordable housing assistance as identified in the Indian Housing Plan.
- B.** Individuals or families that meet low-income criteria but are unable to obtain a home loan due to credit issues may receive assistance from the (NAME OF TRIBE/TDHE) if they can demonstrate that these problems are curable within a (insert # of years, for example, 3) year period. The applicant, an approved Lender, and the (NAME OF TRIBE/TDHE) will determine how the credit issues will be addressed.

An approved Lender must be approved by the Secretary of Housing and Urban Development, Secretary of Agriculture, or the Secretary of Veterans' Affairs; or supervised, approved, regulated, or insured by an agency of the federal government. In the event the credit issues are not curable, the applicant will not be eligible for assistance in this program.

- C. The total cost of development or the purchase price of a house shall not exceed the HUD established total Development Cost (TDC) for the area where the house will be located. The TDC for the area shall be attached as an appendix to this policy.

2. **Application Process**

- A. Individuals or families must first have completed a tribally sponsored and/or TDHE approved homebuyer education program (preferably a nationally certified Pathways home trainer). This is required prior to the individual or family filing an application with a government-approved lender. Mortgage Loan Specialist) will work with the applicant in the areas that are inhibiting the individual or family in qualifying for mortgage financing.
- B. Once the individual meets all of the program criteria and it is apparent to all concerned that the applicant appears favorable, the application will be forwarded to the governing body for final approval. Upon being approved, the applicant and the (NAME OF TRIBE/TDHE) will enter into a Lease to Own Agreement.

(The following is optional depending upon whether the TRIBE/TDHE is simply using IHBG funds to develop or purchase the houses or whether the TRIBE/TDHE is borrowing the funds from a financial institution. For example, the TRIBE/TDHE may use the Section 184 or Title VI Guaranteed Loan programs to borrow the funds from a financial institution and then sell the houses through the Lease to Own Program.)

The (NAME OF TRIBE/TDHE) will then become the borrower, the Lender (Bank) will loan the funds to the (NAME OF TRIBE/TDHE) and the applicant will lease the unit from the (NAME OF TRIBE/TDHE) and become the Lessee. The Lessee will make house payments to the (NAME OF TRIBE/TDHE) during the term of the Lease to Own Agreement. The house payments will become part of the Lessee's payment and credit history.

- C. The amount of the monthly house payment will be determined by the terms of the loan.

(Note: It's up to the Tribe/TDHE to determine how the monthly payments are to be calculated. For example, payments may be calculated on a percentage of the Lessee's adjusted income or calculated based on the principal & interest from the unit's amortization schedule. It's important to note that however the monthly payment is calculated, the payment can't exceed 30% of the Lessee's monthly adjusted income.)

- D. If the applicant is requesting that the unit be placed on their own land, they will have to obtain a Title Search Report from the Bureau of Indian Affairs Realty Office to assure they have clear title to the property.
- E. If approved for this program, the applicant will sign and date a lease agreement with the (NAME OF TRIBE/TDHE), lender, and tribe securing the land as part of the mortgage.

3. Restrictions

- A. Individuals or families participating in this program will not be able to sell the house they are leasing or until such time as the rent to lease person/s has had a mortgage loan closed and they now are mortgagees, until then, the (NAME OF TRIBE/TDHE) owns the house.
- B. If an "Individual Development Account" (IDA) Program is established by the Tribe or the TDHE, the applicant may use these funds for down payment/closing costs, purchase of appliances, furniture or whatever the tribe or TDHE decides is appropriate. IHBG funds cannot be used for non-affordable housing activities that are not consistent with the tribe's/TDHE's Indian Housing Plan. Note: These are funds that are matched by whomever, and the applicant. Some lenders, foundations, tribes, and other interested entities partner up with the sponsoring party and they can match the funds with a one to one match or whatever everyone involved thinks is an appropriate amount. This usually gives the family an incentive to want to save knowing someone else is also assisting them with their dream.
- C. Individuals or families approved for this program by the (NAME OF TRIBE/TDHE) will not be eligible for the Down Payment Assistance Program, if applicable.

- D. Since this a home loan program with a private lender, there will not be a Monthly Equity Payment Account (MEPA).

4. Program guidelines

- A. The following criteria govern the program:

- (1) The (NAME OF TRIBE/TDHE) will be the borrower by securing a loan from a lender and may have the loan guaranteed by such programs as the HUD Section 184 or Title VI program or any other Federal Guarantee Loan Program.
- (2) Individuals or families will be selected based on their willingness and ability to make house payments, demonstrate appropriate behavior to participate in this housing assistance program, not have any outstanding debt to the (NAME OF TRIBE/TDHE), and are committed to improving their credit situation. Families selected to participate may be in this program for a period of (insert # of years, for example, 3).
- (3) After entering this program, individuals or families will be required to periodically file an application with a lender to learn if they qualify for a loan. If they are approved and receive the loan, they will assume the loan from the (NAME OF TRIBE/TDHE). If they do not qualify after making the second application to a lender, they will be allowed to stay in the program and re-apply to the lender until a lender approves them within the (insert # of years, for example, 3) year period.

- F. If the individual or family does not meet the program requirements and is unable to qualify for a home loan, they may be terminated from the program and be required to give up the house in accordance with the Lease-Purchase Agreement. Should the lessee refuse to honor the Lease-Purchase Agreement, they may be terminated from the program in accordance with the terms of the agreement.

- G.** While the family is in the program, they will be required to participate in (insert appropriate name of credit counseling program the TRIBE/TDHE has developed or uses such as the “Homebuyer Education” including a credit counseling (if necessary) and a financial planning section. Upon completing these programs, the program participant should receive a certificate or other form of certification that may be provided to the lender as proof they understand the principles of credit and homeownership.
- H.** The individual or family will be required to enter into a lease-purchase agreement with the (NAME OF TRIBE/TDHE). The terms of the agreement will include, but not limited to the following:
- (1) Length of lease.
 - (2) Amount of monthly house payment and payment date.
 - (3) Agree to follow occupancy guidelines and maintenance requirements.
 - (4) Agree to meet program requirements.
 - (5) Surrender the house in the event of default.

5. Eligibility Requirements

(Note: The TRIBE/TDHE should consider using the same criteria for assistance utilizing this program as those described in their respective adopted Eligibility, Admission & Occupancy Policies & Procedures. But, if the TRIBE/TDHE chooses to use other eligibility criteria, the TRIBE/TDHE needs to make sure that the criteria is in compliance with NAHASDA and its accompanying regulations.

The eligibility criteria for assistance utilizing the Lease to Own Program shall be the same as those described in the (NAME OF TRIBE/TDHE) adopted Eligibility, Admission & Occupancy Policies & Procedures.

LEASE PURCHASE AGREEMENT

This Lease Purchase Agreement (Agreement) form shall be used for the (NAME OF TRIBE/TDHE)'s Lease to Own Program.

Contents

- Article I Parties; Definitions
- Article II Special Provision
- Article III Change in Income
- Article IV Commencement of Occupancy
- Article V Inspections, Responsibility for Items Covered by Warranties
- Article VI Lessee Payments
- Article VII Maintenance, Utilities, and Use of Home
- Article VIII Termination of Agreement
- Article IX Succession Upon Death or Mental Incapacity
- Article X Miscellaneous
- Article XI Counseling of Lessees

ARTICLE I Parties & Definitions

1.1. Parties.

This Lease Purchase Agreement ("Agreement") is entered into by and between (NAME OF TRIBE/TDHE) and the Lessee whose signature(s) appear below. Under this Agreement, the (NAME OF TRIBE/TDHE) will give the Lessee an opportunity to achieve ownership of a home in return for fulfilling the Lessee's obligations that include:

- Making monthly payments based on income.
- Providing all maintenance of the home.
- Participating in the (NAME OF TRIBE/TDHE) authorized credit counseling program.
- Completing an approved Homebuyer Education program.
- Satisfying all other program requirements including a periodic certification of income and family composition.

The terms and conditions of this Agreement are attached hereto and made a part hereof. This Agreement has been executed in duplicate original, and the Lessee hereby acknowledges receipt of one such original.

(NAME OF TRIBE/TDHE) representative:

(Official title) _____

(Lessee) _____

(Lessee's Spouse) _____

(Legal Description and/or Address of home)

_____ Initial Lessee

_____ Subsequent Lessee

Date: _____

1.2. Definitions. In addition to the definitions listed below, certain Construction Contract terms as used herein shall have the same meaning as in the Construction Contract.

Agreement. A Lease to Own Program Agreement between the (NAME OF TRIBE/TDHE) and a Lessee. The Agreement constitutes a purchase agreement.

Construction Contract. The contract for construction in the case of the conventional method.

Home. The dwelling home covered by this Agreement.

Lessee. The person(s) who has executed this Agreement and who has not yet achieved Homeownership.

Homeowner. A former Lessee who has achieved ownership of his or her home and acquired title to the home.

Subsequent Lessee. Any Lessee other than the Lessee who first occupies a home pursuant to an Agreement.

ARTICLE II Special Provision

2.1. This Agreement shall be subject to revocation by the (NAME OF TRIBE/TDHE) if the (NAME OF TRIBE/TDHE) decides not to proceed with the development of the home in whole or in part. In such event, any contributions made by the Lessee or Tribe shall be returned. If the contribution was a land contribution, it will be returned to the contributor.

ARTICLE III Change in Income

3.1. If a family's income changes after the Agreement is executed but before the home is occupied so that it no longer qualifies for the program, the (NAME OF TRIBE/TDHE) may reject the family for this program. If it becomes evident that a family's income is inadequate to meet its obligations, the (NAME OF TRIBE/TDHE) may counsel the family about other housing options, such as its rental program. Inability of the family to meet its obligations under the Agreement is grounds for termination of the Agreement.

ARTICLE IV

Commencement of Occupancy

4.1. Notice.

- A.** Upon acceptance by the (NAME OF TRIBE/TDHE) from the contractor of the home as ready for occupancy, the (NAME OF TRIBE/TDHE) shall determine whether the Lessee has met all requirements for occupancy including the fulfillment of any Lessee counseling requirements. In the event of an affirmative determination, the Lessee shall be notified in writing that the home is available for occupancy as of a date specified in the notice ("Date of Occupancy").
- B.** If the (NAME OF TRIBE/TDHE) determines that the Lessee has not fully met any of the conditions for occupancy, the Lessee shall be so notified in writing. The Notice:
 - (1) must specify the date by which all requirements must be satisfied; and
 - (2) shall advise the Lessee that the Agreement will be terminated and a substitute Lessee selected for the home if the requirements are not satisfied.

- 4.2. Agreement Term.** The term of this Agreement shall commence on the first day of the calendar month following the Date of Occupancy and shall expire when the Lessee is able to obtain financing from a financial institution to purchase the home from the (NAME OF TRIBE/TDHE).

ARTICLE V

Inspections: Responsibility for Items Covered by Warranty

5.1. Inspection before Move-In and Identification of Warranties.

- A.** To establish a record of the condition of the home on the date of occupancy the Lessee (including a subsequent Lessee) and the (NAME OF TRIBE/TDHE) shall conduct an inspection of the home as close as possible to, but not later than, the date the Lessee takes occupancy. (The record of this inspection shall be separate from the certificate of completion, but the inspections may, if feasible, be combined.)

After the inspection, the (NAME OF TRIBE/TDHE) representative shall give the Lessee a signed statement of the condition of the home and equipment and a full written description of all Lessees' responsibilities. The Lessee shall sign a copy of the statement, acknowledging concurrence or stating objections; and any differences shall be resolved by the (NAME OF TRIBE/TDHE) and a copy of the signed inspection report shall be kept at the (NAME OF TRIBE/TDHE).

- B. Within 30 days of commencement of occupancy of the home, the (NAME OF TRIBE/TDHE) shall furnish the Lessee with a list of applicable contractors', manufacturers' and suppliers' warranties indicating the items covered and the periods of the warranties, and stating the Lessee's responsibility for notifying the (NAME OF TRIBE/TDHE) of any deficiencies that would be covered under the warranties.

5.2. Inspections during contractors' warranty periods, responsibility for items covered by contractors', manufacturers' or suppliers' warranties.

In addition to inspection required under the previous section, the (NAME OF TRIBE/TDHE) will inspect the home periodically. However, it is the responsibility of the Lessee, during the period of the applicable warranties, to promptly inform the (NAME OF TRIBE/TDHE) in writing of any deficiencies arising during the warranty period (including manufacturers' and suppliers' warranties) so that the (NAME OF TRIBE/TDHE) may enforce any rights under the applicable warranties. If a Lessee fails to furnish such a written report in time, and the (NAME OF TRIBE/TDHE) is subsequently unable to obtain redress under the warranty, correction of the deficiency shall be the responsibility of the Lessee.

- 5.3. Inspections.** The (NAME OF TRIBE/TDHE) shall perform inspections periodically.

- 5.4. Inspection Upon Termination of Agreement.** If this Agreement is terminated for any reason after commencement of occupancy, the (NAME OF TRIBE/TDHE) shall inspect the home, after notifying the Lessee of the time for the inspection, and shall give the Lessee a written statement of the cost of any maintenance work required to put the home in satisfactory condition for the next occupant.

5.5. Lessee Permission for Inspections; Participation in Inspections.

The Lessee shall permit the (NAME OF TRIBE/TDHE) to inspect the home at reasonable hours and intervals during the period of this Agreement in accordance with rules established by the (NAME OF TRIBE/TDHE). The Lessee shall be notified of the opportunity to participate in the inspection made in accordance with this section.

**ARTICLE VI
Lessee Payments**

6.1. Establishment of Payment.

- A.** Each Lessee shall be required to make a monthly payment ("required monthly payment") as determined by the (NAME OF TRIBE/TDHE).
- B.** The monthly payment calculated at initial determination of the Lessee's required monthly payment shall not exceed 30% of the Lessee's adjusted monthly income.

6.4. Adjustments In the Amount of the Required Monthly Payment.

After the initial determination of the Lessee's required monthly payment, the (NAME OF TRIBE/TDHE) shall increase or decrease the amount of such payment to reflect changes in the Lessee's adjusted income or in any of the other factors affecting the computation of the Lessee's required monthly payment.

6.5. Lessee Payment Collection Policy. The (NAME OF TRIBE/TDHE) shall establish and adopt written policies, and use its best efforts to obtain compliance to assure the prompt payment and collection of required Lessee payments. A copy of the policies shall be posted prominently in the (NAME OF TRIBE/TDHE) office and shall be provided to the Lessee upon request.

ARTICLE VII Maintenance, Utilities, and Use of Home

- 7.1.** The (NAME OF TRIBE/TDHE) shall establish and adopt written policies to assure full performance of the respective maintenance responsibilities of the Lessee. A copy of such written policies shall be posted prominently in the (NAME OF TRIBE/TDHE) office and shall be provided to an applicant or Lessee upon entry into the program and upon request.
- 7.2. Maintenance Policy Provisions.** The written maintenance policies shall contain provisions on at least the following subjects:
- A.** The responsibilities of Lessees for maintenance and care of their dwelling homes and common property;
 - B.** Procedures for providing advice and technical assistance to Lessees and to enable them to meet their maintenance responsibilities;
 - C.** Procedures for (NAME OF TRIBE/TDHE) inspections of homes and common property;
 - D.** Procedures for (NAME OF TRIBE/TDHE) performance of Lessee maintenance responsibilities including procedures for charging the Lessee for the cost thereof;
 - E.** Special arrangements, if any, for obtaining maintenance services from outside workers or contractors; and
 - F.** Procedures for charging Lessees for damage for which they are responsible.
- 7.3. (NAME OF TRIBE/TDHE) Maintenance Responsibilities.** The (NAME OF TRIBE/TDHE) shall enforce those provisions of this Agreement under which the Lessee is responsible for maintenance of the home. Failure of a Lessee to meet the obligations for maintenance may result in the termination of this Agreement. Accordingly, the (NAME OF TRIBE/TDHE) shall conduct a complete interior and exterior examination of each home periodically and shall furnish a copy of the inspection report to the Lessee. The (NAME OF TRIBE/TDHE) shall take appropriate action, as necessary, to remedy conditions identified by the inspection, including steps to assure performance of the Lessee's obligations under this Agreement.
- 7.4. Lessee's Maintenance Responsibilities.**

A. The Lessee shall be responsible for routine and nonroutine maintenance of the home, including all repairs and replacements (including those resulting from damage from any cause). The (NAME OF TRIBE/TDHE) shall not be obligated to pay for or provide any maintenance of the home other than the correction of warranty items reported during the applicable warranty period.

B. Lessee's Failure to Perform Maintenance;

(1) Failure of the Lessee to perform the maintenance obligations constitutes a breach of this Agreement and grounds for its termination. Upon a determination by the (NAME OF TRIBE/TDHE) that the Lessee has failed to perform its maintenance obligations, the (NAME OF TRIBE/TDHE) shall require the Lessee to agree to a specific plan of action to cure the breach and to assure future compliance. The plan shall provide for maintenance work to be done within a reasonable time by the Lessee. If the Lessee fails to carry out the agreed-to plan, this Agreement shall be terminated.

(2) If the (NAME OF TRIBE/TDHE) determines that the condition of the property creates a hazard to the life, health or safety of the occupants, or if there is a risk of damage to the property if the condition is not corrected, the corrective work shall be performed promptly by the (NAME OF TRIBE/TDHE) and the Lessee shall be charged for the costs thereof.

(3) Any maintenance work performed by the (NAME OF TRIBE/TDHE) shall be accounted for through a work order stating the nature of and charge for the work.

7.5. Lessee's Responsibility for Utilities. The Lessee is responsible for the cost of furnishing utilities for the home. The (NAME OF TRIBE/TDHE) shall have no obligation for the utilities. Failure of the Lessee to furnish utilities for the home that result in damage to the home shall be grounds for termination of this Agreement.

7.6. Obligations with Respect to Home and Other Persons and Property.

A. The Lessee shall agree to abide by all provisions of this Agreement concerning Lessee responsibilities, occupancy and use of the home.

- B. The Lessee may request (NAME OF TRIBE/TDHE) to operate a small business in the home. The (NAME OF TRIBE/TDHE) may grant this authority where the Lessee provides the following assurances and may rescind this authority upon violation of any of the following assurances:
- (1) The home will remain the Lessee's principal residence;
 - (2) The business activity will not disrupt the basic residential nature of the housing site; and
 - (3) The business will not require permanent structural changes to the home that could adversely affect a future Lessee's use of the home.

7.7. Structural Changes.

- A. Lessee shall not make structural changes to the home unless the (NAME OF TRIBE/TDHE) has determined that such change would not:
- (1) Impair the value of the home, the surrounding homes, or the project as a whole; or
 - (2) Affect the use of the home for residential purposes.
- B. Additions to the home include, but are not limited to, energy-conservation items such as solar panels, wood-burning stoves, flues and insulation. Any changes made in accordance with this section shall be at the Lessee's expense, and in the event of termination of this Agreement the Lessee shall not be entitled to any compensation for such changes or additions.

ARTICLE XIII Termination of Agreement

- 8.1. Termination Upon Breach.** In the event the Lessee fails to comply with any of the obligations under this Agreement, the (NAME OF TRIBE/TDHE) may terminate the Agreement by written notice to the Lessee, enforced by eviction procedures described in the (NAME OF TRIBE/TDHE)'s Collection and Eviction Policy. (b) Misrepresentation or withholding of material information in applying for admission or in connection with any subsequent reexamination of income and family composition constitutes a breach of the Lessee's obligations under this Agreement. "Termination," as used in this Agreement does not include acquisition of ownership by the Lessee.

- 8.2. Notice of Termination of Agreement by (NAME OF TRIBE/TDHE), Right of Lessee to Respond.** Termination of this Agreement by the (NAME OF TRIBE/TDHE) for any reason shall be by written notice of termination. Such notice shall be in compliance with the terms of this Agreement and, in all cases, shall notify the Lessee that he/she has a right to grieve in accordance with the (NAME OF TRIBE/TDHE'S) Grievance Policy.
- 8.3. Termination of Agreement by Lessee.** The Lessee may terminate this Agreement by giving the (NAME OF TRIBE/TDHE) written notice in accordance with the Agreement. If the Lessee vacates the home without notice to the (NAME OF TRIBE/TDHE), the Lessee shall remain subject to the obligations of this Agreement including the obligation to make monthly payments, until the (NAME OF TRIBE/TDHE) terminates the Agreement in writing. Notice of the termination shall be communicated by the (NAME OF TRIBE/TDHE) to the Lessee to the extent feasible and the termination shall be effective on the date stated in the notice.
- 8.4. Charges to Lessee Upon Termination of the Agreement.** If this Agreement is terminated, the Lessee shall be charged as follows:
- A.** Any maintenance and replacement costs incurred by the (NAME OF TRIBE/TDHE) to prepare the home for the next occupant;
 - B.** Any amounts the Lessee owes the (NAME OF TRIBE/TDHE), including required monthly payments;
 - C.** The required monthly payment for the period the home is vacant, not to exceed 60 days from the date of receipt of the notice of termination, or if the Lessee vacates the home without notice to the (NAME OF TRIBE/TDHE), for the period ending with the effective date of termination by the (NAME OF TRIBE/TDHE); and
 - D.** The cost of securing a vacant home, the cost of notification and associated termination tasks, and the cost of storage and/or disposition of personal property.
 - E.** The cost of any delinquent utility charges to the home.

8.5. Settlement Upon Termination.

- A. Time for Settlement.** Settlement with the Lessee following a termination shall be made as promptly as possible after all charges have been determined and the (NAME OF TRIBE/TDHE) has given the Lessee a statement of such charges. The Lessee may obtain settlement before determination of the actual cost of any maintenance required to put the home in satisfactory condition for the next occupant, if the Lessee is willing to accept the (NAME OF TRIBE/TDHE)'s estimate of the amount of such cost as full and final payment.
- B. Disposition of Personal Property.** Upon termination, the (NAME OF TRIBE/TDHE) may dispose of any item of personal property abandoned by the Lessee in the home, in a lawful manner deemed suitable by the (NAME OF TRIBE/TDHE). Proceeds, if any, after such disposition, may be applied to the payment of amounts owed by the Lessee to the (NAME OF TRIBE/TDHE)

8.6. Responsibility of (NAME OF TRIBE/TDHE) to Terminate.

- A.** The (NAME OF TRIBE/TDHE) is responsible for taking appropriate action with respect to any noncompliance with this Agreement by the Lessee. In cases of noncompliance that are not corrected as provided further in this section, it is the responsibility of the (NAME OF TRIBE/TDHE) to terminate this Agreement in accordance with the provisions of this section and to institute eviction proceedings against the occupant.
- B.** As promptly as possible after a noncompliance comes to the attention of the (NAME OF TRIBE/TDHE), the (NAME OF TRIBE/TDHE) shall discuss the matter with the Lessee and give the Lessee an opportunity to identify any extenuating circumstances or complaints that may exist. A plan of action shall be agreed upon that will specify how the Lessee will come into compliance, as well as any actions by the (NAME OF TRIBE/TDHE) that may be appropriate. This plan shall be in writing and signed by both parties.
- C.** Compliance with the plan shall be monitored by the (NAME OF TRIBE/TDHE) at reasonable intervals. In the event of refusal by the Lessee to agree to such a plan or failure by the Lessee to comply with the plan, the (NAME OF TRIBE/TDHE) may issue a notice of termination of this Agreement and evict the Lessee in accordance with the provisions of this section on the basis of the noncompliance with this Agreement.

- D. A record of meetings with the Lessee, written plans of action agreed upon and all other related steps taken shall be maintained by the (NAME OF TRIBE/TDHE).
- E. Failure by the (NAME OF TRIBE/TDHE) to enforce or act on any alleged violation of this Agreement shall not establish a precedent or negate the ability or requirement to institute enforcement actions anytime in the future on any initial or subsequent violations.

8.7. Subsequent Use of Home. After termination of a Lessee's interest in the home, the home remains the property of the (NAME OF TRIBE/TDHE). The (NAME OF TRIBE/TDHE) must follow its policies for selection of a subsequent Lessee for the home under the Lease to Own Program.

ARTICLE IX

Succession (Note: This Article is optional)

9.1. Definition of "Event". Event means the death or mental incapacity or transference of occupancy of the home and all obligations of the Agreement by all of the persons who have executed this Agreement as Lessees.

9.2. Designation of Successor by Lessee.

A. A Lessee may designate a successor who, at the time of the event would assume the status of Lessee, provided that at that time he or she meets the conditions stated in the following section. The designation shall be made at the time of execution of this Agreement, and the Lessee may change the designation at any later time by written notice to the (NAME OF TRIBE/TDHE). The designated successor isn't required to be a co-lessee on this Agreement.

B. The designated successor as of the date of execution of this Agreement is:

First Name: _____ Middle Initial: _____

Last Name: _____

Street & Number: _____

City, State: _____

Relationship: _____

9.3. Succession by Person Designated by Lessee.

- A.** Upon occurrence of an "event" the person designated as the successor or assignee, shall succeed to the former Lessee's rights and responsibilities under this Agreement if the designated successor meets the following conditions:
- (1)** The successor or assignee is a family member and will make the home his or her primary residence.
 - (2)** The successor or assignee is willing and able to perform the obligations of a Lessee under this Agreement.
 - (3)** The successor or assignee satisfies program eligibility requirements; and
 - (4)** The successor or assignee executes an assumption of the former Lessee's obligations under this Agreement.
- B.** If a successor or assignee satisfies the described requirements, the successor may execute an outright purchase of the home.

9.4. Designation of Successor by (NAME OF TRIBE/TDHE). If at the time of the event there is no successor or assignee designated by the Lessee, or if any of the conditions in the previous Section are not met by the designated successor, the (NAME OF TRIBE/TDHE) may designate, in accordance with its occupancy policy, any person who qualifies under the previous Section.

9.5. Occupancy by Appointee Guardian. If at the time of the event there is no qualified successor designated by the Lessee or by the (NAME OF TRIBE/TDHE) in accordance with the foregoing provisions, and a minor child or children of the Lessee are living in the home, the (NAME OF TRIBE/TDHE) may, in order to protect their continued occupancy and opportunity for acquiring ownership of the home, approve as occupant of the home an appropriate adult who has been appointed legal guardian of the children with a duty to perform the obligations of this Agreement in their interest and behalf.

9.6. Succession and Occupancy on Trust Land. In the case of a home on trust land subject to restrictions on alienation under federal (including federal trust or restricted land and land subject to trust or restriction under State law), or under State or Tribal law where such laws do not violate federal statutes, a person who is prohibited by law from succeeding to the (NAME OF TRIBE/TDHE)s interest on such land may, nevertheless, continue in occupancy with all the rights, obligations and benefits of this Agreement, modified to conform to these restrictions on succession to the land or must be eligible to occupy Trust land under Tribal law.

- 9.7. Termination In Absence of Qualified Successor or Occupant.** If there is no qualified successor or assignee in accordance with the (NAME OF TRIBE/TDHE)'s approved policy, the (NAME OF TRIBE/TDHE) may terminate this Agreement and select a subsequent Lessee from the top of the waiting list to occupy the home under a new Agreement.

ARTICLE X Miscellaneous

10.1. Insurance Before Transfer of Ownership, Repair or Rebuilding.

- A. Insurance.** The (NAME OF TRIBE/TDHE) shall carry all insurance required including fire and extended coverage insurance, upon the home.
- B. Repair or Rebuilding.** In the event the home is damaged or destroyed by fire or other casualty, the (NAME OF TRIBE/TDHE) shall use the insurance proceeds to have the home repaired or rebuilt unless there is good reason for not doing so.
- C. Suspension of Payments.** In the event of termination of this Agreement because of damage or destruction of the home, or if the home must be vacated during the repair period, the (NAME OF TRIBE/TDHE) will use its best efforts to assist in relocating the Lessee. If the home must be vacated during the repair period, required monthly payments may be suspended during the vacancy period.

- 10.2. Notices.** Any notices by the (NAME OF TRIBE/TDHE) to the Lessee required under this Agreement or by law shall be delivered in writing to the Lessee personally or to any adult member of the Lessee's family residing in the home, or shall be sent by certified mail, return receipt requested, properly addressed, postage prepaid. Notice to the (NAME OF TRIBE/TDHE) shall be in writing, and either delivered to an (NAME OF TRIBE/TDHE) employee at the office of the (NAME OF TRIBE/TDHE), or sent to the (NAME OF TRIBE/TDHE) by certified mail, return receipt requested, properly addressed, postage prepaid.

ARTICLE XI Counseling of Lessees

11.1. General. The (NAME OF TRIBE/TDHE) shall provide the opportunity for credit and homeownership counseling to Lessees in accordance with the Lease to Own program policies. The purpose of the counseling program shall be to develop:

- A.** A full understanding by Lessees of their responsibilities as participants in the Lease to Own Program.
- B.** Ability on their part to carry out these responsibilities, and
- C.** A cooperative relationship with the other Lessees. All Lessees will be required to participate in and cooperate fully in all official credit, pre-occupancy and post-occupancy counseling activities.

(Note: Depending on local State or Tribal law, if applicable, the Tribe/TDHE may choose to attach a land lease or a narrative as to the status of the land where the home is located to this agreement. The TRIBE/TDHE must have control of the land on which the home is developed or purchased.)

Sample Job Descriptions

TRIBAL HOUSING AUTHORITY HOUSING MANAGER

Basic Function: The Housing Manager administers and monitors all aspects of housing management including planning and development of housing assistance programs, comprehensive housing counseling, resident relations, lease compliance, crime prevention and safety, etc. in order to ensure a consistent and optimal rental income stream and applicant and resident satisfaction.

Reporting Relationship: Reports to the Executive Director

Duties:

1. Utilizing the established waiting lists, the Housing Manager places tenants in available units for all housing assistance programs.
2. Manages and monitors the development and coordination of a counseling program for home buyers and renters.
3. Establishes and supervises a system for the receipt, response, and disposition of tenant complaints and breaches of agreements.
4. Networks with Tribal and local programs and agencies for treatment and support services and to ensure that lines of communication are active as well as effective.
5. Develops and supervises a system for referral and follow-up processes.
6. Meets with residents to resolve breaches of agreements, complaints, inquiries as they occur.
7. Communicates and coordinates tenant receivable issues with the [REDACTED] HA Finance Department and the Maintenance/Construction Department.
8. Represents the [REDACTED] HA in court proceedings for action pertaining to non-compliance with housing admissions and occupancy issues.
9. Advises and/or trains tenants/applicants in the areas of home maintenance and repairs to enhance their skills sufficient to carry out their responsibilities as tenants or home buyers.
10. Conducts individual and group counseling meetings regarding available programs and homebuyer education assistance.
11. Plans and conducts outreach prevention services for youth and adults in Coeur d'Alene Housing Authority developments.
12. Performs application intake, recertification, processing, and follow-up for tenants and applicants.
13. Ensures housing management staff are in compliance with reporting requirements, including documentation of referrals to other agencies as required.
14. Establishes, supervises, and maintains the tenant filing system.
15. Prepares a monthly and an annual report for submission to the Executive Director regarding all phases of housing management.
16. Coordinates staff and subcontracts in providing tenant services (security, crime prevention, drug education, recreational activities).
17. Develops and periodically updates the [REDACTED] Housing Authority Tenant Handbook.
18. Prepares for publication in the [REDACTED] HA newsletter a monthly article which reinforces the counseling effort.
19. Participates in all Occupancy Meetings and conducts bimonthly Seniors meetings.
20. Keeps the Executive Director abreast of all non-compliance issues through copies of correspondence and monthly reports.
21. Other duties as required.

QUALIFICATIONS:

1. Must have a Bachelor's Degree in Business Administration, Public Administration, Education or Management and 3 years of administrative or supervisory experience or equivalent property management/resident relations experience.
2. Have in depth knowledge of [REDACTED] HA policies and procedures and federal programs, rules and regulations pertaining to housing.
3. Must be able to carry out administrative functions independently.
4. Must be able to work with people in a manner that is pleasant and responsive to the unique needs of Indian Housing Authority beneficiaries.
5. Must be willing to learn and adjust to the constant changes in the regulatory environment of housing authority operations and management.
6. Must have excellent written and oral communication skills.
7. Must have knowledge of grant writing.
8. **Must be neat and professional in appearance.**

Preference will be given to Federally Recognized American Indian Applicants.

██████████ **TRIBAL HOUSING AUTHORITY**
HOUSING COUNSELOR

Basic Function: The primary goal is to assist applicants and residents in obtaining appropriate housing assistance and in meeting the financial obligations associated with housing through planning and counseling in the pre-occupancy and post-occupancy phases. Tenant/housing counseling involves intensive one-on-one counseling and education regarding housing program requirements, home maintenance, down payment assistance or contributions, property care, budgeting and money management, and other obligations associated with renting or owning a home. The Housing Counselor's approach embraces a holistic perspective of the individual.

Reporting Responsibility: Reports to the Housing Counseling Services Manager.

Duties:

1. Ability to work with confidential records and other confidential information and not divulge same.
2. Understand and communicate lease documents, mortgage financing documents, and any other documents pertaining to housing assistance.
3. Explain to homebuyers the terms and conditions regulating all housing assistance programs offered by the Authority.
4. Explain all aspects of housing assistance, including but not limited to amortization schedules, income calculations, housing ratios, credit analysis, personal budgeting, BIA leasing requirements, title searches, eviction, foreclosure, criminal background checks, etc.
5. Explain and promote a full understanding of money management and credit counseling which affects a family's budget and thus enables the homebuyer or tenant to handle financial obligations more efficiently and effectively.
6. Provide advice and/or training for homebuyers in the areas of home maintenance and repairs to enhance their skills sufficiently to carry out their responsibilities as homebuyers.
7. Provide other assistance in the application process for other housing assistance programs on or off the Reservation as directed by the Executive Director.
8. Refer all breach conditions of lease and occupancy agreements to the Executive Director or designee and the receivables staff.
9. Maintain a positive, friendly, and helping manner in dealing with all clients.
10. Conduct individual and group counseling meetings regarding available programs and homebuyer education assistance.
11. Present training workshops to all participants and residents in basic maintenance needs of dwelling units and residents' responsibility to maintain the units in good condition.
12. Prepare articles on a monthly basis for inclusion in the Authority's newsletter or the Tribe's newsletter.
13. Establish a work relationship with all other agencies, including but not limited to the following: ██████████ Law Enforcement, Social Services, IHS, off-Reservation housing personnel, homeless program personnel, etc.
14. Prepare written communication on behalf of the Executive Director in response to resident and applicant complaints, programmatic inquiries, policy issues, etc.
15. Maintain data records of activity and tabulate monthly summaries of activity.
16. Participate in training as required by the Executive Director.
17. Conduct inspections of units and perform timely follow-up and referral based on findings.
18. Perform application intake, recertification, and processing and follow-up of applications.
19. OTHER DUTIES AS REQUIRED.

SPECIALIZED EXPERIENCE: College degree in appropriate field preferred plus two years relevant experience. Experience in homebuyer education, mortgage financing, personal budgeting, credit counseling is preferred. Must have very good writing and networking skills, demonstrated proficiency with computer software applications in housing and in mortgage financing, and must be able to work in a cross-cultural environment. **Must be neat and professional in appearance.**

Preference will be given to American Indian Applicants.

TRIBAL HOUSING AUTHORITY

HOUSING COUNSELING SERVICES MANAGER

Basic Function: The primary goal and objective is to assist applicants and residents in meeting the financial obligations associated with housing through counseling in the pre-occupancy and post-occupancy phases. Tenant/Homebuyer counseling involves intensive educational counseling regarding program requirements, home maintenance, down payments or contributions, property care, budgeting and money management, and other financial obligations associated with housing. The Housing Counselor's approach embraces a holistic perspective of the individual.

Reporting Relationship: Reports to the Executive Director.

Duties:

1. Ability to work with confidential records and other confidential information and not divulge same.
2. Understand and communicate lease documents, mortgage financing documents, and any other documents pertaining to housing assistance and programs.
3. Explain to homebuyers the terms and conditions regulating all housing assistance programs offered by the Authority, including but not limited to the following: amortization schedules, income calculations, housing ratios, credit analysis, personal budgeting, BIA leasing requirements, title searches, eviction, foreclosure, criminal background checks, etc.
4. Explain and promote a full understanding of money management and credit counseling which affects a family's budget and thus enables the homebuyer or tenant to handle financial obligations more efficiently and effectively.
5. Provide advice and/or training for homebuyers in the areas of home maintenance and repairs to enhance their skills sufficiently to carry out their responsibilities as homebuyers.
6. Provide other assistance in the application process for other housing assistance programs on or off the Reservation.
7. Prepare all court docs and file for legal action for lease violations once counseling efforts have been exhausted.
8. Conduct individual and group counseling meetings regarding available programs, homebuyer education assistance, and other housing counseling areas.
9. Present training workshops to all participants and residents in basic maintenance needs of dwelling units and residents' responsibility to maintain the units in good condition.
10. Coordinate with all other departments as required to ensure success of HA operations.
11. Prepare articles on a monthly basis for inclusion in the Authority's newsletter or any other newsletters as directed by the Executive Director.
12. Establish a working relationship with all other agencies, including but not limited to the following: Law Enforcement, Social Services, IHS, off-Reservation housing personnel, homeless program personnel, etc.
13. Prepare written communication on behalf of the Housing Manager or the Executive Director in response to resident and applicant complaints, programmatic inquiries, policy issues, etc.
14. Prepare written corrective action plans as directed.
15. Maintain data records of activity and tabulate monthly summaries of activity.
16. Participate in training as required by the Executive Director.
17. Conduct inspections of units and perform timely follow-up and referral based on findings.
18. Conduct periodic opinion surveys, complete tabulation, and prepare analysis as directed.
19. Coordinate special projects as directed.
20. OTHER DUTIES AS REQUIRED.

Qualifications:

1. Must have a Bachelor's Degree in Business Administration, Education, Finance or Management or equivalent. Two to three years of homebuyer education, mortgage financing, and personal budgeting or working with federal social assistance programs is preferred.
2. Have knowledge of housing assistance policies and procedures and federal programs and rules and regulations.
3. Must be able to carry out administrative functions independently.
4. Must be able to work with people in a manner that is pleasant and responsive to the unique needs of Indian Housing Authority beneficiaries.
5. Must be willing to learn and adjust to the constant changes in the regulatory environment of housing authority operations and management.
6. Must be able to perform independent research.
7. Must be able to demonstrate proficiency in various software applications in the following areas: word processing, layout, illustration, database, charts, graphs, and presentation.
8. Must have good written and oral communication skills. Must have very good writing and networking skills, demonstrated proficiency with computer software applications, and must be able to work in a cross-cultural environment.
9. **Must be neat and professional in appearance.**

Preference will be given to American Indian Applicants.

Sample Admissions Application

APPLICATION CHECKLIST

Date Rec'd: _____

Applicant Name(s): _____ Contact #: _____ Community: _____

INCOME Taxes Included? YES / NO

Date Requested:

Year: _____ Head of Household: _____ Spouse: _____ Total: _____

Year: _____ Head of Household: _____ Spouse: _____ Total: _____

Year: _____ Head of Household: _____ Spouse: _____ Total: _____

Employment/Other Income Verifications:

Name: _____ Date Requested: _____ Source: _____ Amount: _____

Name: _____ Date Requested: _____ Source: _____ Amount: _____

Name: _____ Date Requested: _____ Source: _____ Amount: _____

Total Tax Average: _____

Total Other Income: _____

IDENTIFICATION

CIB/Tribal Cards Included? YES / NO Date Requested: _____

Family Member: 1) _____ 2) _____ 3) _____ 4) _____ 5) _____ 6) _____

SS Cards Included? YES / NO Date Requested: _____

Family Member: 1) _____ 2) _____ 3) _____ 4) _____ 5) _____ 6) _____

State ID Cards Included? YES / NO Date Requested: _____

Family Member: 1) _____ 2) _____ 3) _____ 4) _____ 5) _____ 6) _____

Background Checks Completed? YES / NO Date Completed: _____ Clear? YES / NO

Credit Reports Completed? YES / NO Date Completed: _____ Clear? YES / NO

Eligible? YES / NO

Program: MH / LR

Notes:

Date on Waitlist: _____

Date:

Signed Release of Info: _____

Selection Rating Form: _____

Copy of Income Limits: _____

Adequate Income Test: _____

Copy of Waitlist: _____

Tribal Concurrence: _____

Move-in Authorization: _____

Move-in Inspection: _____

Security Deposit: _____

Total Preference Points: _____



520 E. 32nd Avenue
 Anchorage, AK 99503
 Phone: (907) 563-2146
 Toll Free: 1-800-478-5614
 Fax: (907) 563-3105

APPLICATION FOR ADMISSION * Complete all information, or indicate N/A if it doesn't apply. Failure to provide information may cause your application to be delayed or denied. *Note: It is your responsibility to update your application, when changes occur and or when a unit comes available.*

Name: _____ Community Where Housing is Desired: _____
 Address: _____ City: _____ State: _____ Zip: _____
 Home Telephone: _____ Work Telephone: _____
 Community you currently reside in: _____ How long in the community: _____
 Tribal Affiliation: _____ Regional Corporation: _____

I. FAMILY COMPOSITION: If you need additional space, please list on a blank page

FULL Name of Family Member(s) *Please include maiden name, if applicable	Relation to Family Head	Date of Birth	Birthplace	Sex	Social Security Number	Occupation
1	self	-- --			-- --	
2		-- --			-- --	
3		-- --			-- --	
4		-- --			-- --	
5		-- --			-- --	
6		-- --			-- --	

II. TOTAL INCOME: If left blank AHA will assume insufficient income; Applicants must demonstrate sufficient income to pay for housing and or other utilities where applicable.

Family Member Name	Source of Income/ Employer Name unemployment, social security, public assistance, pensions, etc.	Address of Employer/Source of Income	Rate		Full Time	Hours Per Week
			\$____/hr	\$____/mo		
			\$____/hr	\$____/mo	Y / N	____ hrs
			\$____/hr	\$____/mo	Y / N	____ hrs
			\$____/hr	\$____/mo	Y / N	____ hrs
			\$____/hr	\$____/mo	Y / N	____ hrs
			\$____/hr	\$____/mo	Y / N	____ hrs

Periodic or Sporadic Income; Please check those that apply, fill in amounts and which family member it applies to.

____ Bonuses \$ _____ name _____
 ____ Fishing \$ _____ name _____ Permit Holder: Yes No Crew Member: Yes No
 ____ Regional Corporation Dividend \$ _____ Shares owned _____ Name _____
 ____ Local Corporation Dividend \$ _____ Shares owned _____ Name _____
 ____ Alaska Permanent Fund Dividend ____ all family member(s)
 ____ Other \$ _____ from _____ family member name _____

III. ASSETS: checking, savings, land, property, stocks, bonds, house(s), boats, etc.

Full Description	Estimated Value
1	\$
2	\$
3	\$

Have you, within the past two years disposed of any assets for less than fair market value? Yes No
 If so, what asset? _____ What was it's value after expenses? \$ _____
 How much did you receive for it? \$ _____

IV. REQUIRED DOCUMENTATION: Failure to provide information may cause your application to be delayed or denied.

- Copy of Certificate of Indian Blood (CIB) OR Tribal Enrollment Card** (*AHA provides some housing programs for Alaska Natives or American Indians. You must be recognized as being Alaska Native or Indian by tribal enrollment and able to obtain a Certificate of Degree of Indian Blood (CIB) from BIA.)
- Copy of Social Security Card for ALL family members over the age of 6** (if SS card is not available, a copy of your State Identification/Drivers license will suffice IF the Social Security number is disclosed)
- Copy of State Identification or Drivers License**
- Copy of Past Three (3) Years of Taxes and signed request for transcript of tax return 4506T form must be completed by all individuals over the age 18** (please keep in mind, if AHA has to request your taxes, it may take up to 90 days to receive them. ****Your application will not be complete and you will not be added to a wait list until the taxes are on file****)
- Signed HUD Consent to Release of Information form-9886 (7/94)** (Form will need to be signed by Head of Household and if applicable, Spouse and ALL Family members over the age of 18)
- Copy of Bank Statement(s), 2 current months**

V. FEDERAL PREFERENCE rule amends regulations to provide selection criteria and definitions to be used by Aleutian Housing Authority to grant a preference in the provision of housing assistance to families who are: 1. Involuntarily Displaced, and/or 2. Living in Substandard conditions.

Please answer the following questions:

- A. Are you without housing or Are you about to be without housing? No Yes
 If Yes, please explain: _____
- B. Living in overcrowded conditions? No Yes
 Two or more families living in one home? No Yes
 No. of people living in home: _____
 No. of bedroom(s) _____
- C. Paying more than 50% of your total family income towards rent and utilities? No Yes
 Gross monthly income: \$ _____ Total of rent and utilities: \$ _____
- D. Are you living in substandard conditions? No Yes If yes, complete the following:
 Is there potable water? Yes No
 Is there safe electricity? Yes No
 Is there safe and adequate heat? Yes No
 Do you have an indoor bathroom? Yes No
 Has the building been declared unsafe or condemned? Yes No
- E. Does the Head of Household or other qualifying applicant have any of the following expenses?
 Childcare? Yes No if yes, Monthly \$ _____ Provider Contact Information _____
 Medical Expenses? Yes NO if yes, Monthly \$ _____ Description _____
 Tax Levy ? Yes No if yes, Monthly \$ _____ Tax Documentation Is Required.

VI. OTHER INFORMATION:

- A. Do you own any automobiles or off-road vehicles? Yes No
If yes, please specify: _____

- B. Do you have pets? Yes No.
If yes, please specify: _____

- C. Have you or other members of your family been charged/convicted;
- D. Violent Crimes? Yes No
Drug Related Crimes? Yes No
Life Time Sex Offender Registry? Yes No
If yes, please explain: _____

- E. List three (3) Personal References, with addresses and phone numbers:
1. _____
2. _____
3. _____

- F. List three (3) Credit References, with addresses and phone numbers:
1. _____
2. _____
3. _____

- G. Do you currently own OR are you purchasing another home? Yes No
If so, please explain: _____

- H. Do you OR have you had utility account(s) in your Name? Yes No
If yes, which company? _____

- H. Have you previously participated in a Federally Subsidized Housing Program? Yes No
If so which Housing Authority _____ Year _____

Current Landlord _____
Telephone & Address _____
Monthly Rent \$ _____ Estimated Monthly Utilities \$ _____

Previous Landlord Name & Address if within 2 years _____ Rent \$ _____

VII. ADDITIONAL COMMENTS If any of your living situation:

VIII. APPLICANT(S) CERTIFICATION FORM

I hereby swear and attest that all of the information provided on this application is true and correct. I understand that this is not a contract and does not bind either party. If any information is found to be false or misleading, I understand that I will be disqualified from the program or other actions may be taken against me. I also understand that this program is FEDERALLY funded through Aleutian Housing Authority (AHA).

Give True and Complete Information

I certify that all the information provided on household composition, income family, assets and items for allowances and deductions, is accurate and complete to the best of my knowledge. I have reviewed the application form and the HUD Form "Things You Should Know" and certify that the information on my application form is true and correct.

Reporting on Prior Housing Assistance

I certify that I have disclosed where I received any Federal housing assistance and whether or not any money is owed. I certify that I did not commit any fraud, knowingly misrepresent any information, or vacate the unit in violation of the lease in any previous Federal assistance.

Owner-Occupancy Property

I certify that the house will be my principal residence. I will not live anywhere else without notifying AHA immediately in writing.

Cooperation

I know that I am required to cooperate in supplying all information needed to determine my eligibility. I understand failure or refusal to do so may result in delays or termination of eligibility determination.

Criminal and Administrative Action for False Information

I understand that knowingly supplying false, incomplete or inaccurate information is punishable under Federal or State criminal law and is grounds for termination from the program.

Documentation

AHA will determine eligibility when my application is complete. I understand that funds will be expended on a "first come, first served" basis, and if complete documentation and information is not received within thirty (30) days, AHA may not be able to process my application.

Signature and Date of All Household Adults over the age 18years.

_____ Date ____ / ____ / ____

_____ Date ____ / ____ / ____

_____ Date ____ / ____ / ____

Please make sure application is complete/signed and all required documents are attached. An Incomplete application can be cause for delay and/or be denied.

APPLICATION PACKET

COMPLETE IN BLACK OR BLUE INK ONLY (NO PENCIL/NO WHITE---OUT)

NAME

MAILING ADDRESS

PHYSICAL ADDRESS (must be verified)

CITY STATE ZIP CODE

WORK PHONE HOMEPHONE/CELL

DATE: _____

FOR OFFICE USE ONLY:

RECEIVED BY: _____

DATE/TIME: _____

FORWARD TO: _____

EMERGENCY CONTACT

NAME: _____ PHONE _____

ADDRESS: _____

Do you request an interpreter for communication purposes? _____ If so, explain: _____

HOUSEHOLD COMPOSITION:

FULL NAME(S) of all Household Members Last, First, Middle	Relation to head	Sex M/F	Date of Birth	Native American Y/N	List Tribe	Social Security Number ***Required***
1.	Head					
2.	Spouse					
3.						
4.						
5.						
6.						
7.						
8.						

Are there family members temporarily absent? ___Yes ___No If so, whom: _____

Where are they residing? _____ When are they expected to return? _____

Will any household member, including children, live in the unit on a less than full time basis? If yes, please explain. _____

Do you anticipate any change in your household (someone moving in or out) during the next 12 months? If yes, please explain. _____ + _____

Does your household have any needs that might be better served by a unit which is accessible to persons with mobility, hearing or visual impairments? _____

TOTAL HOUSEHOLD INCOME:

Household Members	Employer	Gross Weekly Wages	Welfare TANF	Child Support Received	Social Security Benefits	Unemployment Benefits	All Other Income

HOUSEHOLD ASSET INFORMATION

Yes	No	DOES ANY HOUSEHOLD MEMBER (INCLUDING CHILDREN) HAVE MONEY HELD IN:	CURRENT BALANCE
<input type="checkbox"/>	<input type="checkbox"/>	21. Checking Accounts (6 month average balance)	\$
<input type="checkbox"/>	<input type="checkbox"/>	22. Savings Accounts	\$
<input type="checkbox"/>	<input type="checkbox"/>	23. Stocks	\$
<input type="checkbox"/>	<input type="checkbox"/>	24. Capital Investments	\$
<input type="checkbox"/>	<input type="checkbox"/>	25. Bonds	\$
<input type="checkbox"/>	<input type="checkbox"/>	26. Trusts*	\$
<input type="checkbox"/>	<input type="checkbox"/>	27. Securities	\$
<input type="checkbox"/>	<input type="checkbox"/>	28. Whole Life Insurance Policy (do not include term life insurance)	\$
<input type="checkbox"/>	<input type="checkbox"/>	29. 401K*	\$
<input type="checkbox"/>	<input type="checkbox"/>	30. IRA/KEOGH Accounts	\$
<input type="checkbox"/>	<input type="checkbox"/>	31. Certificates of Deposit	\$
<input type="checkbox"/>	<input type="checkbox"/>	32. Pension/Retirement/Annuity accounts	\$
<input type="checkbox"/>	<input type="checkbox"/>	33. Money Market Funds	\$
<input type="checkbox"/>	<input type="checkbox"/>	34. Treasury Bills	\$
<input type="checkbox"/>	<input type="checkbox"/>	35. Safety Deposit Box	\$
<input type="checkbox"/>	<input type="checkbox"/>	36. Lump Sum Payment (i.e., inheritance, insurance settlement, lottery winnings, capital gains)	\$
<input type="checkbox"/>	<input type="checkbox"/>	37. Are any accounts held jointly with someone not in the unit? Which account and with whom?	
<input type="checkbox"/>	<input type="checkbox"/>	38. Other _____	

*Include Trusts, 401K, etc., only if the accounts are accessible to the household prior to termination of employment, retirement, or death. If you are unsure, list the account and it will be verified.

Yes	No	Value
<input type="checkbox"/>	<input type="checkbox"/>	39. Do you now own Real Estate? \$
		If yes, list address(es): _____ _____
<input type="checkbox"/>	<input type="checkbox"/>	40. Do you hold a contract for deed? \$
<input type="checkbox"/>	<input type="checkbox"/>	41. Do you have any coin collections, antique cars, gems/jewelry, stamps or any other items \$
		held as an investment (wedding rings and personal jewelry do not count)?
<input type="checkbox"/>	<input type="checkbox"/>	42. Are any assets held jointly with another person? List person and asset(s). _____ _____
		Is combined cash value of all household assets over \$5,000? If yes, 3rd party verification of assets is required.

Do you currently own your home? YES NO If NO, do you Rent Make a Mortgage/Bank Payment
 If so how much? Are you the legal owner or a direct descendant of the owner of the property? Yes No
 If you do not own, please provide the name(s) of owner(s) _____
 Have you or any other person named on the application as intending to reside in the unit, ever been convicted for using,
 dealing or manufacturing illegal drugs, or violent criminal activity? _____

TYPES OF HOUSING SERVICES AVAILABLE (CHECK THE TYPE OF ASSISTANCE NEEDED)

Low Income Rental Housing		Rental Assistance		Mortgage Assistance		Down Payment Assistance	
---------------------------	--	-------------------	--	---------------------	--	-------------------------	--

PREVIOUS PARTICIPATION

Have you or any member of the household ever received housing services from another Tribe/Tribal Housing Authority, Public Housing Authority or this Housing Services Department? YES NO

If you have had a home before please provide information as to when the home was given up and list the name of the Agency who built it, state the reason why and which project (if known) and the name of person(s) to whom it was assigned (if known). Also, state the condition of the house and if there was a delinquent balance.

Have you or any member of the household ever received assistance from one or more of the following programs?

Low Income Rental Housing

Rental Assistance Yes No

Mortgage Assistance Yes No

Down Payment Assistance Yes No

Water and Sanitation Yes No

HIP Yes No

If you are participating or have participated in any of the programs, please provide information as to when and what county/city you resided.

Do you or your spouse have any relative(s) presently working for, or holding office in this Tribe or Tribal Housing Program? Yes No If yes, give the name(s) of relative(s), relation and entity, if known.

PLEASE READ BEFORE SIGNING APPLICATION PACKET.

IN ORDER TO RECEIVE SERVICES, YOU MUST QUALIFY BY MEETING ALL ELIGIBILITY REQUIREMENTS AND PROGRAM FUNDING MUST BE AVAILABLE.

Warning: Section 1001 of Title 18 of the U.S. Code makes it a criminal offense to make willful false statements of misrepresentation to any Department or Agency of the U.S. to any matter within its jurisdiction.

APPLICANT CERTIFICATION

I/We certify that the answers/information given on this application in reference to household composition, income, net family assets, allowances and deductions is accurate and complete to the best of my/our knowledge and belief. I/We understand that false statements or information are punishable under Federal Law. I/we also understand that false statements or information are grounds for termination of housing assistance and termination of tenancy. No record will be communicated to anyone or any agency unless requested in writing, either by the applicant or an officer or employee of the housing program or other Federal agency requiring it in the performance of their duties. This application will not be valid unless completely filled out. INCOMPLETE APPLICATIONS WILL BE RETURNED.

I hereby authorize and instruct the _____ Tribal Housing Program to obtain and review my credit report.

My signature below also authorizes the release of account information to and from other financial institutions I have supplied to _____ Tribal Housing Program in connection with such evaluation. I understand the processing of this application will require providing my information to the _____ Tribal Housing Program.

I understand acceptance of assistance is contingent on all occupants meeting the selection criteria and the applicable program requirements and policies as they now exist or as they may hereafter be revised or added by the _____ Tribal Housing Program.

I hereby authorize the _____ Tribal Housing Program to request any information needed from my Lender/Broker. I hereby authorize my Lender/Broker to provide any and all information requested by the _____ Tribal Housing Program, including but not limited to a copy of my credit report, copies of income verifications, employment verifications, credit references, (including landlord references), copies of W-2 forms, tax returns, appraisals, and any other documentation used in processing my mortgage loan. The information obtained from the Lender/Broker is only to be used in the determination of eligibility for the _____ Tribal Housing Programs.

Consent:

I consent to allow the _____ Tribal Housing Program to request and obtain income information from the sources listed on this form for the purpose of verifying my eligibility and level of benefits under _____ Tribal Housing Programs. I understand that income information obtained under this consent form cannot be used to deny, reduce or terminate assistance without the Tribal Housing Program first independently verifying what the amount was, whether I actually had access to the funds and when the funds were received. In addition, I must be given an opportunity to contest those determinations.

_____ Signature of Head of Household	_____ Date	_____ Social Security Number
_____ Signature of Co - Household	_____ Date	_____ Social Security Number
_____ Family Member over age 18	_____ Date	_____ Social Security Number
_____ Family Member over age 18	_____ Date	_____ Social Security Number

PRIVACY ACT NOTICE: THIS INFORMATION IS TO BE USED BY THE AGENCY COLLECTING IT OR ITS ASSIGNEES IN DETERMINING WHETHER YOU QUALIFY AS A PROSPECTIVE PARTICIPANT OR BORROWER UNDER THE AGENCY'S PROGRAM(S). IT WILL NOT BE DISCLOSED OUTSIDE THIS AGENCY EXCEPT AS REQUIRED AND PERMITTED BY LAW. You do not have to provide this information, but if you do not, your application for approval as a prospective participant or borrower may be delayed or rejected, the information requested in this form is authorized by TITLE 38, USC, Chapter 37 (if VA by 12 USC, Section 1701 BT.SEQ;(if USDA/FmHA)

Verifying No Income

«today»

«full_name»

«address_line1»

«address_line2»

«address_line3»

«city», «state» «zip»

Dear «full_name»:

Because you claim you are not receiving any form of income, the government requires that the enclosed Zero Income form be completed by you and notarized by a Notary Public. Please return the form to us in the envelope provided no later than **«today_plus_6»**.

You are required to notify «mgmt_company» immediately upon obtaining any type of income. If information is received which shows that you did not report income in a timely manner, we have the right to go back retroactively in rent. If information is withheld to avoid paying rent, «mgmt_company» reserves the right to report this to the federal government for investigation.

If you have any questions, please contact this office. Thank you for your immediate attention in this matter.

Sincerely,

«rental_agent»

ATTACHMENT 6-B

ZERO INCOME VERIFICATION CHECKLIST

(A) EXPENSE	(B) RECURRING EXPENSE?	(C) PAYMENT SOURCE	(D) EXEMPT {If no, Col. E}	(E) AMOUNT
FOOD	<input type="checkbox"/> Yes <input type="checkbox"/> No			
		Food Stamps		
		WIC		
		Food Bank		
		Cash Contributions	<input type="checkbox"/> Yes <input type="checkbox"/> No	
		In Kind Donations	<input type="checkbox"/> Yes <input type="checkbox"/> No	
		Other	<input type="checkbox"/> Yes <input type="checkbox"/> No	
SHELTER COSTS				
Housing	<input type="checkbox"/> Yes <input type="checkbox"/> No			
		Cash Contributions	<input type="checkbox"/> Yes <input type="checkbox"/> No	
		Other	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Electricity	<input type="checkbox"/> Yes <input type="checkbox"/> No			
		Cash Contributions	<input type="checkbox"/> Yes <input type="checkbox"/> No	
		Other	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Gas	<input type="checkbox"/> Yes <input type="checkbox"/> No			
		Cash Contributions	<input type="checkbox"/> Yes <input type="checkbox"/> No	
		Other	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Water	<input type="checkbox"/> Yes <input type="checkbox"/> No			
		Cash Contributions	<input type="checkbox"/> Yes <input type="checkbox"/> No	
		Other	<input type="checkbox"/> Yes <input type="checkbox"/> No	
CLEANING/GROOMING	<input type="checkbox"/> Yes <input type="checkbox"/> No	In Kind Donations	<input type="checkbox"/> Yes <input type="checkbox"/> No	
		Cash Contributions	<input type="checkbox"/> Yes <input type="checkbox"/> No	
		Other	<input type="checkbox"/> Yes <input type="checkbox"/> No	
TRANSPORTATION	<input type="checkbox"/> Yes <input type="checkbox"/> No			
		In Kind Donations	<input type="checkbox"/> Yes <input type="checkbox"/> No	
		Cash Contributions	<input type="checkbox"/> Yes <input type="checkbox"/> No	
		Other	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Automobile Payment	<input type="checkbox"/> Yes <input type="checkbox"/> No			

(A) EXPENSE	(B) RECURRING EXPENSE?	(C) PAYMENT SOURCE	(D) EXEMPT {If no, Col. E}	(E) AMOUNT
		In Kind Donations	<input type="checkbox"/> Yes <input type="checkbox"/> No	
		Cash Contributions	<input type="checkbox"/> Yes <input type="checkbox"/> No	
		Other	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Automobile Insurance	<input type="checkbox"/> Yes <input type="checkbox"/> No			
		Cash Contributions	<input type="checkbox"/> Yes <input type="checkbox"/> No	
		Other	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Gas	<input type="checkbox"/> Yes <input type="checkbox"/> No			
		Cash Contributions	<input type="checkbox"/> Yes <input type="checkbox"/> No	
		Other	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Automobile Maintenance	<input type="checkbox"/> Yes <input type="checkbox"/> No			
		Cash Contributions	<input type="checkbox"/> Yes <input type="checkbox"/> No	
		Other	<input type="checkbox"/> Yes <input type="checkbox"/> No	
ENTERTAINMENT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
Cable/Satellite		Cash Contributions	<input type="checkbox"/> Yes <input type="checkbox"/> No	
		Other	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Video Rentals	<input type="checkbox"/> Yes <input type="checkbox"/> No			
		Cash Contributions	<input type="checkbox"/> Yes <input type="checkbox"/> No	
		Other	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Sporting Events	<input type="checkbox"/> Yes <input type="checkbox"/> No			
		Cash Contributions	<input type="checkbox"/> Yes <input type="checkbox"/> No	
		Other	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Other Entertainment	<input type="checkbox"/> Yes <input type="checkbox"/> No			
		Cash Contributions	<input type="checkbox"/> Yes <input type="checkbox"/> No	
		Other	<input type="checkbox"/> Yes <input type="checkbox"/> No	
CLOTHING EXPENSES				
Clothes/Shoes	<input type="checkbox"/> Yes <input type="checkbox"/> No	Cash Contributions	<input type="checkbox"/> Yes <input type="checkbox"/> No	
		In Kind Donations		
		Other	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Laundry	<input type="checkbox"/> Yes <input type="checkbox"/> No			
		Cash Contributions	<input type="checkbox"/> Yes <input type="checkbox"/> No	

(A) EXPENSE	(B) RECURRING EXPENSE?	(C) PAYMENT SOURCE	(D) EXEMPT {If no, Col. E}	(E) AMOUNT
		In Kind Donations	<input type="checkbox"/> Yes <input type="checkbox"/> No	
		Other	<input type="checkbox"/> Yes <input type="checkbox"/> No	
COMMUNICATIONS				
Telephone	<input type="checkbox"/> Yes <input type="checkbox"/> No			
		Cash Contributions	<input type="checkbox"/> Yes <input type="checkbox"/> No	
		In Kind Donations	<input type="checkbox"/> Yes <input type="checkbox"/> No	
		Other	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Cellular Telephone	<input type="checkbox"/> Yes <input type="checkbox"/> No			
		Cash Contributions	<input type="checkbox"/> Yes <input type="checkbox"/> No	
		In Kind Donations	<input type="checkbox"/> Yes <input type="checkbox"/> No	
		Other	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Pager/Beeper	<input type="checkbox"/> Yes <input type="checkbox"/> No			
		Cash Contributions	<input type="checkbox"/> Yes <input type="checkbox"/> No	
		In Kind Donations	<input type="checkbox"/> Yes <input type="checkbox"/> No	
		Other	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Internet	<input type="checkbox"/> Yes <input type="checkbox"/> No			
		Cash Contributions	<input type="checkbox"/> Yes <input type="checkbox"/> No	
		In Kind Donations	<input type="checkbox"/> Yes <input type="checkbox"/> No	
		Other	<input type="checkbox"/> Yes <input type="checkbox"/> No	
MEDICAL EXPENSES				
		Cash Contributions		
		Other		
MISCELLANEOUS EXPENSES				
Non-reimbursable Education	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Non-reimbursable Childcare	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Non-reimbursable Job Expenses	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	

Part II

(A) BENEFIT SOURCE	(B) ELIGIBLE {If yes, Col. C}	(C) APPLIED {If yes, Col. D}	(D) STATUS
SOCIAL SECURITY	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
UNEMPLOYMENT	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
HEALTH AND WELFARE	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
VETERANS ADMINISTRATION	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
OTHER	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Attach receipts, applications and other documentation to the completed checklist and retain in application or tenant file.

Sample Verification forms

Request for Transcript of Tax Return

OMB No. 1545-1872

▶ Request may be rejected if the form is incomplete or illegible.

Tip. Use Form 4506-T to order a transcript or other return information free of charge. See the product list below. You can quickly request transcripts by using our automated self-help service tools. Please visit us at IRS.gov and click on "Order a Transcript" or call 1-800-908-9946. If you need a copy of your return, use **Form 4506, Request for Copy of Tax Return**. There is a fee to get a copy of your return.

1a Name shown on tax return. If a joint return, enter the name shown first.	1b First social security number on tax return, individual taxpayer identification number, or employer identification number (see instructions)
2a If a joint return, enter spouse's name shown on tax return.	2b Second social security number or individual taxpayer identification number if joint tax return
3 Current name, address (including apt., room, or suite no.), city, state, and ZIP code (see instructions)	
4 Previous address shown on the last return filed if different from line 3 (see instructions)	
5 If the transcript or tax information is to be mailed to a third party (such as a mortgage company), enter the third party's name, address, and telephone number.	

Caution. If the tax transcript is being mailed to a third party, ensure that you have filled in lines 6 through 9 before signing. Sign and date the form once you have filled in these lines. Completing these steps helps to protect your privacy. Once the IRS discloses your IRS transcript to the third party listed on line 5, the IRS has no control over what the third party does with the information. If you would like to limit the third party's authority to disclose your transcript information, you can specify this limitation in your written agreement with the third party.

6 Transcript requested. Enter the tax form number here (1040, 1065, 1120, etc.) and check the appropriate box below. Enter only one tax form number per request. ▶ _____

a Return Transcript, which includes most of the line items of a tax return as filed with the IRS. A tax return transcript does not reflect changes made to the account after the return is processed. Transcripts are only available for the following returns: Form 1040 series, Form 1065, Form 1120, Form 1120A, Form 1120H, Form 1120L, and Form 1120S. Return transcripts are available for the current year and returns processed during the prior 3 processing years. Most requests will be processed within 10 business days

b Account Transcript, which contains information on the financial status of the account, such as payments made on the account, penalty assessments, and adjustments made by you or the IRS after the return was filed. Return information is limited to items such as tax liability and estimated tax payments. Account transcripts are available for most returns. Most requests will be processed within 30 calendar days

c Record of Account, which provides the most detailed information as it is a combination of the Return Transcript and the Account Transcript. Available for current year and 3 prior tax years. Most requests will be processed within 30 calendar days

7 Verification of Nonfiling, which is proof from the IRS that you **did not** file a return for the year. Current year requests are only available after June 15th. There are no availability restrictions on prior year requests. Most requests will be processed within 10 business days

8 Form W-2, Form 1099 series, Form 1098 series, or Form 5498 series transcript. The IRS can provide a transcript that includes data from these information returns. State or local information is not included with the Form W-2 information. The IRS may be able to provide this transcript information for up to 10 years. Information for the current year is generally not available until the year after it is filed with the IRS. For example, W-2 information for 2010, filed in 2011, will not be available from the IRS until 2012. If you need W-2 information for retirement purposes, you should contact the Social Security Administration at 1-800-772-1213. Most requests will be processed within 45 days

Caution. If you need a copy of Form W-2 or Form 1099, you should first contact the payer. To get a copy of the Form W-2 or Form 1099 filed with your return, you must use Form 4506 and request a copy of your return, which includes all attachments.

9 Year or period requested. Enter the ending date of the year or period, using the mm/dd/yyyy format. If you are requesting more than four years or periods, you must attach another Form 4506-T. For requests relating to quarterly tax returns, such as Form 941, you must enter each quarter or tax period separately. _____

Check this box if you have notified the IRS or the IRS has notified you that one of the years for which you are requesting a transcript involved **identity theft** on your federal tax return

Caution. Do not sign this form unless all applicable lines have been completed.

Signature of taxpayer(s). I declare that I am either the taxpayer whose name is shown on line 1a or 2a, or a person authorized to obtain the tax information requested. If the request applies to a joint return, **either** husband or wife must sign. If signed by a corporate officer, partner, guardian, tax matters partner, executor, receiver, administrator, trustee, or party other than the taxpayer, I certify that I have the authority to execute Form 4506-T on behalf of the taxpayer. **Note.** For transcripts being sent to a third party, this form must be received within 120 days of the signature date.

		Phone number of taxpayer on line 1a or 2a
Signature (see instructions)	Date	
Title (if line 1a above is a corporation, partnership, estate, or trust)		
Spouse's signature	Date	

Sign Here

Section references are to the Internal Revenue Code unless otherwise noted.

What's New

The IRS has created a page on IRS.gov for information about Form 4506-T at www.irs.gov/form4506. Information about any recent developments affecting Form 4506-T (such as legislation enacted after we released it) will be posted on that page.

General Instructions

CAUTION. Do not sign this form unless all applicable lines have been completed.

Purpose of form. Use Form 4506-T to request tax return information. You can also designate (on line 5) a third party to receive the information. Taxpayers using a tax year beginning in one calendar year and ending in the following year (fiscal tax year) must file Form 4506-T to request a return transcript.

Note. If you are unsure of which type of transcript you need, request the Record of Account, as it provides the most detailed information.

Tip. Use Form 4506, Request for Copy of Tax Return, to request copies of tax returns.

Where to file. Mail or fax Form 4506-T to the address below for the state you lived in, or the state your business was in, when that return was filed. There are two address charts: one for individual transcripts (Form 1040 series and Form W-2) and one for all other transcripts.

If you are requesting more than one transcript or other product and the chart below shows two different addresses, send your request to the address based on the address of your most recent return.

Automated transcript request. You can quickly request transcripts by using our automated self-help service tools. Please visit us at IRS.gov and click on "Order a Transcript" or call 1-800-908-9946.

Chart for individual transcripts (Form 1040 series and Form W-2 and Form 1099)

If you filed an individual return and lived in:	Mail or fax to the "Internal Revenue Service" at:
Alabama, Kentucky, Louisiana, Mississippi, Tennessee, Texas, a foreign country, American Samoa, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, or A.P.O. or F.P.O. address	RAIVS Team Stop 6716 AUSC Austin, TX 73301
Alaska, Arizona, Arkansas, California, Colorado, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Utah, Washington, Wisconsin, Wyoming	RAIVS Team Stop 37106 Fresno, CA 93888
Connecticut, Delaware, District of Columbia, Florida, Georgia, Maine, Maryland, Massachusetts, Missouri, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Vermont, Virginia, West Virginia	RAIVS Team Stop 6705 P-6 Kansas City, MO 64999
	512-460-2272
	559-456-5876
	816-292-6102

Chart for all other transcripts

If you lived in or your business was in:	Mail or fax to the "Internal Revenue Service" at:
Alabama, Alaska, Arizona, Arkansas, California, Colorado, Florida, Hawaii, Idaho, Iowa, Kansas, Louisiana, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Texas, Utah, Washington, Wyoming, a foreign country, or A.P.O. or F.P.O. address	RAIVS Team P.O. Box 9941 Mail Stop 6734 Ogden, UT 84409
Connecticut, Delaware, District of Columbia, Georgia, Illinois, Indiana, Kentucky, Maine, Maryland, Massachusetts, Michigan, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Tennessee, Vermont, Virginia, West Virginia, Wisconsin	801-620-6922
	RAIVS Team P.O. Box 145500 Stop 2800 F Cincinnati, OH 45250
	859-669-3592

Line 1b. Enter your employer identification number (EIN) if your request relates to a business return. Otherwise, enter the first social security number (SSN) or your individual taxpayer identification number (ITIN) shown on the return. For example, if you are requesting Form 1040 that includes Schedule C (Form 1040), enter your SSN.

Line 3. Enter your current address. If you use a P. O. box, include it on this line.

Line 4. Enter the address shown on the last return filed if different from the address entered on line 3.

Note. If the address on lines 3 and 4 are different and you have not changed your address with the IRS, file Form 8822, Change of Address.

Line 6. Enter only one tax form number per request.

Signature and date. Form 4506-T must be signed and dated by the taxpayer listed on line 1a or 2a. If you completed line 5 requesting the information be sent to a third party, the IRS must receive Form 4506-T within 120 days of the date signed by the taxpayer or it will be rejected. Ensure that all applicable lines are completed before signing.

Individuals. Transcripts of jointly filed tax returns may be furnished to either spouse. Only one signature is required. Sign Form 4506-T exactly as your name appeared on the original return. If you changed your name, also sign your current name.

Corporations. Generally, Form 4506-T can be signed by: (1) an officer having legal authority to bind the corporation, (2) any person designated by the board of directors or other governing body, or (3) any officer or employee on written request by any principal officer and attested to by the secretary or other officer.

Partnerships. Generally, Form 4506-T can be signed by any person who was a member of the partnership during any part of the tax period requested on line 9.

All others. See section 6103(e) if the taxpayer has died, is insolvent, is a dissolved corporation, or if a trustee, guardian, executor, receiver, or administrator is acting for the taxpayer.

Documentation. For entities other than individuals, you must attach the authorization document. For example, this could be the letter from the principal officer authorizing an employee of the corporation or the letters testamentary authorizing an individual to act for an estate.

Privacy Act and Paperwork Reduction Act

Notice. We ask for the information on this form to establish your right to gain access to the requested tax information under the Internal Revenue Code. We need this information to properly identify the tax information and respond to your request. You are not required to request any transcript; if you do request a transcript, sections 6103 and 6109 and their regulations require you to provide this information, including your SSN or EIN. If you do not provide this information, we may not be able to process your request. Providing false or fraudulent information may subject you to penalties.

Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, and cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file Form 4506-T will vary depending on individual circumstances. The estimated average time is: **Learning about the law or the form, 10 min.;** **Preparing the form, 12 min.;** and **Copying, assembling, and sending the form to the IRS, 20 min.**

If you have comments concerning the accuracy of these time estimates or suggestions for making Form 4506-T simpler, we would be happy to hear from you. You can write to:

Internal Revenue Service
Tax Products Coordinating Committee
SE:W:CAR:MP:T:M:S
1111 Constitution Ave. NW, IR-6526
Washington, DC 20224

Do not send the form to this address. Instead, see *Where to file* on this page.

Authorization for the Release of Information/ Privacy Act Notice

to the U.S. Department of Housing and Urban Development (HUD)
and the Housing Agency/Authority (HA)

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

PHA requesting release of information: **(Cross out space if none)**
(Full address, name of contact person, and date)

IHA requesting release of information: **(Cross out space if none)**
(Full address, name of contact person, and date)

Authority: Section 904 of the Stewart B. McKinney Homeless Assistance Amendments Act of 1988, as amended by Section 903 of the Housing and Community Development Act of 1992 and Section 3003 of the Omnibus Budget Reconciliation Act of 1993. This law is found at 42 U.S.C. 3544.

This law requires that you sign a consent form authorizing: (1) HUD and the Housing Agency/Authority (HA) to request verification of salary and wages from current or previous employers; (2) HUD and the HA to request wage and unemployment compensation claim information from the state agency responsible for keeping that information; (3) HUD to request certain tax return information from the U.S. Social Security Administration and the U.S. Internal Revenue Service. The law also requires independent verification of income information. Therefore, HUD or the HA may request information from financial institutions to verify your eligibility and level of benefits.

Purpose: In signing this consent form, you are authorizing HUD and the above-named HA to request income information from the sources listed on the form. HUD and the HA need this information to verify your household's income, in order to ensure that you are eligible for assisted housing benefits and that these benefits are set at the correct level. HUD and the HA may participate in computer matching programs with these sources in order to verify your eligibility and level of benefits.

Uses of Information to be Obtained: HUD is required to protect the income information it obtains in accordance with the Privacy Act of 1974, 5 U.S.C. 552a. HUD may disclose information (other than tax return information) for certain routine uses, such as to other government agencies for law enforcement purposes, to Federal agencies for employment suitability purposes and to HAs for the purpose of determining housing assistance. The HA is also required to protect the income information it obtains in accordance with any applicable State privacy law. HUD and HA employees may be subject to penalties for unauthorized disclosures or improper uses of the income information that is obtained based on the consent form. **Private owners may not request or receive information authorized by this form.**

Who Must Sign the Consent Form: Each member of your household who is 18 years of age or older must sign the consent form. Additional signatures must be obtained from new adult members joining the household or whenever members of the household become 18 years of age.

Persons who apply for or receive assistance under the following programs are required to sign this consent form:

- PHA-owned rental public housing
- Turnkey III Homeownership Opportunities
- Mutual Help Homeownership Opportunity
- Section 23 and 19(c) leased housing
- Section 23 Housing Assistance Payments
- HA-owned rental Indian housing
- Section 8 Rental Certificate
- Section 8 Rental Voucher
- Section 8 Moderate Rehabilitation

Failure to Sign Consent Form: Your failure to sign the consent form may result in the denial of eligibility or termination of assisted housing benefits, or both. Denial of eligibility or termination of benefits is subject to the HA's grievance procedures and Section 8 informal hearing procedures.

Sources of Information To Be Obtained

State Wage Information Collection Agencies. (This consent is limited to wages and unemployment compensation I have received during period(s) within the last 5 years when I have received assisted housing benefits.)

U.S. Social Security Administration (HUD only) (This consent is limited to the wage and self employment information and payments of retirement income as referenced at Section 6103(I)(7)(A) of the Internal Revenue Code.)

U.S. Internal Revenue Service (HUD only) (This consent is limited to unearned income [i.e., interest and dividends].)

Information may also be obtained directly from: (a) current and former employers concerning salary and wages and (b) financial institutions concerning unearned income (i.e., interest and dividends). I understand that income information obtained from these sources will be used to verify information that I provide in determining eligibility for assisted housing programs and the level of benefits. Therefore, this consent form only authorizes release directly from employers and financial institutions of information regarding any period(s) within the last 5 years when I have received assisted housing benefits.

Consent: I consent to allow HUD or the HA to request and obtain income information from the sources listed on this form for the purpose of verifying my eligibility and level of benefits under HUD's assisted housing programs. I understand that HAs that receive income information under this consent form cannot use it to deny, reduce or terminate assistance without first independently verifying what the amount was, whether I actually had access to the funds and when the funds were received. In addition, I must be given an opportunity to contest those determinations.

This consent form expires 15 months after signed.

Signatures:

_____	_____		
Head of Household	Date		
_____		_____	_____
Social Security Number (if any) of Head of Household		Other Family Member over age 18	Date
_____	_____	_____	_____
Spouse	Date	Other Family Member over age 18	Date
_____	_____	_____	_____
Other Family Member over age 18	Date	Other Family Member over age 18	Date
_____	_____	_____	_____
Other Family Member over age 18	Date	Other Family Member over age 18	Date

Privacy Act Notice. Authority: The Department of Housing and Urban Development (HUD) is authorized to collect this information by the U.S. Housing Act of 1937 (42 U.S.C. 1437 et. seq.), Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), and by the Fair Housing Act (42 U.S.C. 3601-19). The Housing and Community Development Act of 1987 (42 U.S.C. 3543) requires applicants and participants to submit the Social Security Number of each household member who is six years old or older. Purpose: Your income and other information are being collected by HUD to determine your eligibility, the appropriate bedroom size, and the amount your family will pay toward rent and utilities. Other Uses: HUD uses your family income and other information to assist in managing and monitoring HUD-assisted housing programs, to protect the Government's financial interest, and to verify the accuracy of the information you provide. This information may be released to appropriate Federal, State, and local agencies, when relevant, and to civil, criminal, or regulatory investigators and prosecutors. However, the information will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Penalty: You must provide all of the information requested by the HA, including all Social Security Numbers you, and all other household members age six years and older, have and use. Giving the Social Security Numbers of all household members six years of age and older is mandatory, and not providing the Social Security Numbers will affect your eligibility. Failure to provide any of the requested information may result in a delay or rejection of your eligibility approval.

Penalties for Misusing this Consent:

HUD, the HA and any owner (or any employee of HUD, the HA or the owner) may be subject to penalties for unauthorized disclosures or improper uses of information collected based on the consent form.

Use of the information collected based on the form HUD 9886 is restricted to the purposes cited on the form HUD 9886. Any person who knowingly or willfully requests, obtains or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than \$5,000.

Any applicant or participant affected by negligent disclosure of information may bring civil action for damages, and seek other relief, as may be appropriate, against the officer or employee of HUD, the HA or the owner responsible for the unauthorized disclosure or improper use.

Authorization to Release Information Related to a Residential Lease Applicant

I, _____ (applicant),
have submitted an application to lease a property located at _____
_____ (address,city,state,zip)

The landlord or landlord's representative who will verify information is:

_____ (name)
_____ (address)
_____ (city,state,zip)
_____ (phone) _____ (fax)
_____ (email)

I give my permission:

- (1) to my current and former employers to release any information about my employment history and income history to the above named person;
- (2) to my current and former landlords to release any information about my rental history to the above named person;
- (3) to my current and former mortgage lenders on property that I own or have owned to release any information about my mortgage payment history to the above named person;
- (4) to my bank, savings and loan, or credit union to provide a verification of funds that I have on deposit to the above named person, and
- (5) to the above named person to obtain a copy of my consumer report (credit report) from any consumer reporting agency and to obtain criminal background information about me.

Applicant's Signature

Date

Landlord Reference

«today»

Property: **«community»**

«reference_name»
 «reference_address_line1»
 «reference_address_line2»
 «reference_address_line3»
 «reference_city» «reference_state» «reference_zip»

Re: «full_name»
 «address_line1»
 «address_line2»
 «city» «state» «zip»
 SS: «ssn»

This person has applied for housing in one of our communities. We ask your cooperation in providing the following information and returning it to us. Your prompt return of this information will help to assure timely processing of the application for assistance. Enclosed is a self-addressed, stamped envelope for this purpose. The applicant has consented to this release of information as shown below.

Address of Apartment Rented: _____ Rental Period: From _____ to _____	
Amount of current/previous rent \$ _____ Amount in arrears at this time \$ _____	
If this rental is current, do you receive a subsidy through the Rural Housing 515 program or HUD Section 8 program?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Had/have you begun/completed eviction proceedings for non-payment?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Rent payment history for the past year/prior years:	<input type="checkbox"/> Excellent <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor
Housekeeping: Does (did) the tenant keep the unit clean, safe & sanitary?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are (were) there any damages beyond normal wear and tear?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does (did) tenant permit persons other than those on the lease to live in the unit on a regular basis?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Has (had) tenant/family members/guests damaged/vandalized the common areas?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does (did) tenant/family members/guests interfere with the rights/quiet enjoyment of other tenants?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Has (had) tenant/family members/guests acted in a physically violent and/or verbally abusive manner towards neighbors, landlord, or landlord staff?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Type of tenant: <input type="checkbox"/> Excellent <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor	Would you rent to applicant again? <input type="checkbox"/> Yes <input type="checkbox"/> No
Comments on any of the above: _____	

Signature & Title of Person Supplying Info

Phone #

Date

RELEASE: I hereby authorize the release of the requested information. Information obtained under this consent is limited to information that is no older than 12 months. There are circumstances which would require the owner to verify information that is up to 5 years old, which would be authorized by me on a separate consent attached to a copy of this consent. You do not have to sign this form if it is not clear who the requesting organization is or what organization is supplying the information.



«full_name»

Please Return By: «today_plus_10»

Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government. HUD and any owner (or any employee of HUD or the owner) may be subject to penalties for unauthorized disclosures or improper use of information collected based on the consent form. Use of the information collected based on this verification form is restricted to the purposes cited above. Any person who knowingly or willingly requests, obtains or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than \$5,000. Any applicant or participant affected by negligent disclosure of information may bring civil action for damages, and seek other relief, as may be appropriate, against the officer or employee of HUD or the owner responsible for the unauthorized disclosure or improper use. Penalty provisions for misusing the social security number are contained in the **Social Security Act at 208 (a) (6), (7) and (8). Violation of these provisions are cited as violations of 42 U.S.C. 408 (a) (6), (7) and (8).**

Employment Verification

«send_date»

Property: «community»

«reference_name»
 «reference_address_line1»
 «reference_address_line2»
 «reference_address_line3»
 «reference_city» «reference_state» «reference_zip»

Re: «full_name»
 «address_line1»
 «address_line2»
 «city» «state» «zip»

SS: «ssn»

This person has applied for or already receives housing assistance. We are required to verify all information that is used in determining this person's eligibility or level of benefits. Your prompt return of this information is necessary to assure timely processing of the application or continuation of assistance. Please provide the following information and return to us in the self-addressed, stamped envelope provided. A consent to release this information can be found below or attached to this form. Thank you.

«mgmt_company»

Employed Since	<input type="text" value="___/___/_____"/>	Occupation	<input type="text"/>
1. Salary Information – Complete only one			
Weekly	<input type="text" value="\$"/> /per wk	Bi-Weekly	<input type="text" value="\$"/> /bi-wkly
Annual	<input type="text" value="\$"/> /annually		
Hourly	<input type="text" value="\$"/> /per hr	Number of average hours worked weekly	<input type="text" value=""/> hours
Expected # of weeks worked yearly (do not complete if annual salary was given)			<input type="text" value=""/> weeks
2. Overtime Pay (complete only if overtime is regular)			
Per Hour Amount	<input type="text" value="\$"/> /per hr		
Expected average # of hours to be worked per week over the next twelve months			<input type="text" value=""/> hours
3. Other Compensation not including above (Specify for commissions, regular bonuses, tips, etc.)			
Compensation Type	<input type="text"/>	Amount	<input type="text" value="\$"/> Per <input type="text"/>
4. Total Base Pay Earnings past 12 months	<input type="text" value="\$"/>		
Total Overtime Earnings past 12 months	<input type="text" value="\$"/>		

 Name and Title of Person Supplying the Information

 Agency Organization

 Signature

«reference_phone»
 Phone #

 Date

RELEASE: I hereby authorize the release of the requested information. Information obtained under this consent is limited to information that is no older than 12 months. There are circumstances which would require the owner to verify information that is up to 5 years old, which would be authorized by me on a separate consent attached to a copy of this consent. You do not have to sign this form if it is not clear who the requesting organization is or what organization is supplying the information.

Note to Applicant/Tenant: You do not have to sign this form if either the requesting organization or the organization supplying the information is left blank.

(P) _____ **Please Return By: «return_date»**
 «full_name» Date

Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government. HUD and any owner (or any employee of HUD or the owner) may be subject to penalties for unauthorized disclosures or improper use of information collected based on the consent form. Use of the information collected based on this verification form is restricted to the purposes cited above. Any person who knowingly or willingly requests, obtains or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than \$5,000. Any applicant or participant affected by negligent disclosure of information may bring civil action for damages, and seek other relief, as may be appropriate, against the officer or employee of HUD or the owner responsible for the unauthorized disclosure or improper use. Penalty provisions for misusing the social security number are contained in the **Social Security Act at 208 (a) (6), (7) and (8). Violation of these provisions are cited as violations of 42 U.S.C. 408 (a) (6), (7) and (8).**

THIS SECTION TO BE COMPLETED BY MANAGEMENT AND EXECUTED BY TENANT

TO: _____

RE: _____
Name _____
Social Security Number _____

FROM/RETURN TO: _____

Thank you for your prompt response. All information is confidential.
Please contact _____
at _____ if you have any questions.

E-Mail: _____ Fax: _____

PERMISSION FOR RELEASE OF INFORMATION

You do not have to sign this form if either the requesting organization or the organization supplying the information is left blank.

Release: I hereby authorize the release of the requested information. Information obtained under this consent is limited to information that is no older than 12 months. There are circumstances which would require the owner to verify information that is up to 5 years old, which would be authorized by me on a separate consent, attached to a copy of this consent.

Signature

Date

THIS SECTION TO BE COMPLETED BY OFFICIAL REPRESENTATIVE TRIBAL ENROLLMENT OR TRIBAL DESIGNATED OFFICIAL

This is to verify that the above named individual is an enrolled member of the _____
(please state name of Tribe or Nation).

VERIFICATION OF PER CAPITA DISBURSEMENTS/GAMING REVENUE

I certify that Per Capita Disbursements/Gaming Revenue is presently disbursed to the above named enrolled Tribal member _____ times per in the amount of \$ _____ per disbursement.

The source of this income is from Per Capita Income Gaming revenue Disbursements:

The Per Capita or Gaming revenue Disbursements for the minor child is paid to
 Mother of the child Father of the child Guardian _____ 100% to IIM Account

If money is being held by the BIA in the individual trust account are they any restriction to the withdrawal of funds? Yes
 No, if yes what are the restrictions _____

I certify that we DO NOT issue Per Capita Disbursement/Gaming Revenue to individual enrolled member of this Tribe.

Signature Printed Name Date

Address/ City/State/Zip

Phone # Fax # E-mail

NOTE: Section 1001 of Title 18 of the U.S. Code makes it a criminal offense to make willful false statements or misrepresentations to any Department or Agency of the United States as to any matter within its jurisdiction.

- 1st Request _____
- 2nd Request _____
- 3rd Request _____

Fax #: _____

Attn: _____

VERIFICATION OF TRIBAL TRUST LAND OWNERSHIP/INCOME

TO:

DATE:

APPLICANT/RESIDENT:

Applicant/Tenant Name

Date of Birth

TO BE COMPLETED BY PROJECT MANAGER

The person listed above indicated that he or she has ownership of individual trust land and income derived from that land. Information provided will remain confidential and will be used solely for the purpose of determining eligibility for occupancy in a housing development.

Project Management Agent

TO BE COMPLETED BY APPLICANT

I hereby authorize the above named management agent to make inquiries regarding my income for the purpose of determining my eligibility for occupancy.

Signed _____

Date _____

VERIFICATION OF TRIBAL TRUST LAND OWNERSHIP/INCOME

This form is to be completed by an official representative of the BIA, Tribal Lands Office, or other Tribal Designated Official.

Name of Tribe/Nation:

Is property held in an Individual Trust by the United States Government for the Applicant/Tenant named above? Yes No	How many Acres of Land are held in the Trust?
Does the Applicant/Tenant named above receive income from the leasing of this land? Yes No	How much income does the Applicant/Tenant received per year?

By signing below, I certify that the information above, to the best of my knowledge, is correct.

Signature of Tribal Official _____ **Date** _____

Name of Tribal Official (please print) _____ **Title** _____

Mailing Address _____ **Phone/Fax** _____

City/State/Zip _____ **Email Address** _____

TO BE COMPLETED BY PROJECT MANAGER

PLEASE RETURN

TO: _____

Phone Number: _____

Fax Number: _____

THIS SECTION TO BE COMPLETED BY MANAGEMENT AND EXECUTED BY TENANT

TO: _____:

RE: _____

Name

Social Security Number

FROM/RETURN

TO: _____

Thank you for your prompt response. All information is confidential.

Please contact _____ if you have any questions.
at _____

E-Mail: _____ Fax: _____

PERMISSION FOR RELEASE OF INFORMATION You do not have to sign this form if either the requesting organization or the organization supplying the information is left blank.

Release: I hereby authorize the release of the requested information. Information obtained under this consent is limited to information that is no older than 12 months. There are circumstances which would require the owner to verify information that is up to 5 years old, which would be authorized by me on a separate consent, attached to a copy of this consent.

Signature _____ Date _____

THIS SECTION TO BE COMPLETED BY OFFICIAL REPRESENTATIVE TRIBAL ENROLLMENT OR TRIBAL DESIGNATED OFFICIAL

This is to verify that the above named individual is an enrolled member of the _____

(please state name of Tribe or Nation).

VERIFICATION OF PER CAPITA DISBURSEMENTS

I certify that Per Capita Disbursements is presently disbursed to the above named enrolled Tribal member times per in the amount of \$ _____ per disbursement.

The source of this income is from _____

The Per Capita for the minor child is paid to:

Mother of the child _____ Father of the child _____ Guardian _____

100% to IIM Account _____

If money is being held by the BIA in the individual trust account are they any restriction to the withdrawal of funds?

Yes _____

No _____

if yes what are the restrictions:

I certify that we DO NOT issue Per Capita Disbursements to individual enrolled member of this Tribe.

Signature _____ Printed Name _____ Date _____

Address/ _____
City/State/Zip _____

Phone # _____ Fax # _____ E-mail _____

UNEMPLOYED APPLICANT'S AFFIDAVIT

A separate form must be completed by each non-employed adult member of the household

Applicant Name: _____

Date : _____

Telephone # : _____

Unit: _____

Check (A), (B) or (C) as applicable. **And** check one below.

- _____ (A) • I am not presently employed in any capacity and **do not** anticipate becoming employed within the next 12 months.
- _____ (B) • I am not presently employed in any capacity, but anticipate becoming employed within the next 12 months, however, I do not yet have a job offer.
- _____ (C) • I certify that I am not presently employed in any capacity, but anticipate becoming employed within the next 12 months, **and** I have accepted a position with _____ which will begin on _____ (employer) (date)
I will be earning \$ _____ per _____.

In support of this, I have submitted:

- Offer Letter/Conditional Employment Offer
 Fully Completed Verification of Employment (VOE)
 Other supporting documentation (describe) _____

Unemployment Benefits (Check only one)

- I am currently receiving unemployment benefits
 I am NOT currently receiving and **do not anticipate** receiving unemployment
 I am NOT currently receiving but **do anticipate** receiving unemployment

(Provide supporting documentation if receiving unemployment benefits)

I understand that this affidavit is made as part of the qualification procedure to determine eligibility for residency and that any misrepresentation herein will be considered a material breach of the lease agreement, subjecting me to immediate eviction.

Under penalty of perjury, I certify the above representations to be true as of the date shown below.

Applicant/Resident Signature

Date

Owner/Manager Representative Signature

Date

NOTE: Section 1001 of Title 18 of the US Code makes it a criminal offense to make willful false statements for misrepresentations to any Department or Agency of the United States as to any matter within its jurisdiction.

Unemployment/Worker's Comp Verification

«send_date»

Property: «community»

«reference_name»
 «reference_address_line1»
 «reference_address_line2»
 «reference_address_line3»
 «reference_city» «reference_state» «reference_zip»

Re: «full_name»
 «address_line1»
 «address_line2»
 «city» «state» «zip»
 SS: «ssn»

This person has applied or receives housing assistance under a program of the US Department of Housing & Urban Development. This agency requires the housing owner to verify all information that is used in determining this person's eligibility or level of benefits. Your prompt return of this information is necessary to assure timely processing of the application or continuation of assistance. Please provide the following information and return to us in the self-addressed, stamped envelope provided. A consent to release this information can be found below or attached to this form. Thank you.

«mgmt_company»

Information Being Requested

Gross Weekly Payment

\$ _____ /wk

Date of Initial Payment

____ / ____ / ____
 mo day year

Duration of Benefits

_____ weeks

Is the claimant eligible for further benefits? Yes

How many weeks?

_____ weeks

If not eligible for further benefits, what is the termination date of benefits?

____ / ____ / ____
 mo day year

 Name and Title of Person Supplying the Information

 Agency Organization

 Signature

«reference_phone»

 Phone #

 Date

RELEASE: I hereby authorize the release of the requested information. Information obtained under this consent is limited to information that is no older than 12 months. There are circumstances which would require the owner to verify information that is up to 5 years old, which would be authorized by me on a separate consent attached to a copy of this consent. You do not have to sign this form if it is not clear who the requesting organization is or what organization is supplying the information.

Note to Applicant/Tenant: You do not have to sign this form if either the requesting organization or the organization supplying the information is left blank.

(Handwritten initials)

 «full_name»

 Date

Please Return By: «return_date»

Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government. HUD and any owner (or any employee of HUD or the owner) may be subject to penalties for unauthorized disclosures or improper use of information collected based on the consent form. Use of the information collected based on this verification form is restricted to the purposes cited above. Any person who knowingly or willingly requests, obtains or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than \$5,000. Any applicant or participant affected by negligent disclosure of information may bring civil action for damages, and seek other relief, as may be appropriate, against the officer or employee of HUD or the owner responsible for the unauthorized disclosure or improper use. Penalty provisions for misusing the social security number are contained in the **Social Security Act at 208 (a) (6), (7) and (8). Violation of these provisions are cited as violations of 42 U.S.C. 408 (a) (6), (7) and (8).**

Verification of Public Assistance

«send_date»

Property: «community»

«reference_name»

Re: «full_name»

«reference_address_line1»

«address_line1»

«reference_address_line2»

«address_line2»

«reference_address_line3»

«city» «state» «zip»

«reference_city» «reference_state» «reference_zip»

SS: «ssn»

This person has applied for or already receives housing assistance. We are required to verify all information that is used in determining this person's eligibility or level of benefits. Your prompt return of this information is necessary to assure timely processing of the application or continuation of assistance. Please provide the following information and return to us in the self-addressed, stamped envelope provided. A consent to release this information can be found below or attached to this form. Thank you.

«mgmt_company»

Effective Date of Assistance	____/____/____
Aid to Families with Dependent Children	\$ _____ /mo
General Assistance	\$ _____ /mo
Amount Specifically Designated for Shelter and Utilities	\$ _____ /mo
Total Monthly Grant	\$ _____ /mo
Other Income –Source _____	\$ _____ /mo
# of Persons in Assistance Group for this household _____	\$ _____ /mo

Name and Title of Person Supplying the Information

Agency Organization

Signature

«reference_phone»

Phone #

Date

RELEASE: I hereby authorize the release of the requested information. Information obtained under this consent is limited to information that is no older than 12 months. There are circumstances which would require the owner to verify information that is up to 5 years old, which would be authorized by me on a separate consent attached to a copy of this consent. You do not have to sign this form if it is not clear who the requesting organization is or what organization is supplying the information.

Note to Applicant/Tenant: You do not have to sign this form if either the requesting organization or the organization supplying the information is left blank.

Ⓡ _____ **Please Return By: «return_date»**

«full_name»

Date

Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government. HUD and any owner (or any employee of HUD or the owner) may be subject to penalties for unauthorized disclosures or improper use of information collected based on the consent form. Use of the information collected based on this verification form is restricted to the purposes cited above. Any person who knowingly or willingly requests, obtains or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than \$5,000. Any applicant or participant affected by negligent disclosure of information may bring civil action for damages, and seek other relief, as may be appropriate, against the officer or employee of HUD or the owner responsible for the unauthorized disclosure or improper use. Penalty provisions for misusing the social security number are contained in the **Social Security Act at 208 (a) (6), (7) and (8). Violation of these provisions are cited as violations of 42 U.S.C. 408 (a) (6), (7) and (8).**

SELF-EMPLOYMENT AFFIDAVIT

This Affidavit is to be signed by any individual who is 18 years of age and over who claims on an Application to be self-employed.

I am self-employed in the business of _____.

I have been self-employed in this manner since ____/____/____

To the best of my knowledge, I expect to earn \$_____ in the upcoming 12 months.

This estimated earnings is supported by:

- ____ previous year's tax return
- ____ accountant's/bookkeeper's statement
- ____ business receipts/check stubs
- ____ other (identify: _____)

If none of the above is available, please state the reason why: _____

_____.

This Affidavit is true and complete. Any misrepresentation herein will be considered a material breach of the Lease and will subject me to immediate eviction.

(Applicant /Resident Signature)

(Date)

(Witness)

(Date)

Instructions Regarding your Social Security Benefit Verification

We are **required** to obtain your new Social Security information for your recertification and what we need is explained as follows.

*****Social Security Verification** – We are no longer able to obtain verifications directly from the Social Security Office. The government requires that we have the copy of the Social Security letter stating what the benefit amounts are for all household members who collect Social Security benefits. If you do not have this letter(s) (see Sample letter below), please contact your local Social Security Office at **1-800-772-1213** and obtain this documentation.



Your New Benefit Amount

NAME:

SOCIAL SECURITY CLAIM NUMBER:

Your Social Security benefits will increase by ____ percent for the year ____, based on a rise in the cost of living. You can use this letter when you need proof of your benefit amount to receive food stamps, rent subsidies, energy assistance, bank loans, or for other business.

How Much Will I Get and When?

- Your new monthly amount (before deductions) is _____
- The amount we're deducting for Medicare is _____
(If you did not have Medicare as of Nov. 16, 2001
or if someone else pays your premium, we show \$0.00)
- After taking any other deductions, we will deposit
into your bank account on _____.

If you disagree with any of these amounts, you should write to us within 60 days from the date you receive this letter.

What if I Work?

A recent change in the law affects some people who work and receive benefits. If you are full retirement age (currently age 65) or older.....

If you have any questions about this form, please contact «mgmt_company».

Military Pay Verification

«send_date»

Property: **«community»**

«reference_name»

Re: «full_name»

«reference_address_line1»

«address_line1»

«reference_address_line2»

«address_line2»

«reference_address_line3»

«city» «state» «zip»

«reference_city» «reference_state» «reference_zip»

SS: «ssn»

This person has applied for or already receives housing assistance. We are required to verify all information that is used in determining this person's eligibility or level of benefits. Your prompt return of this information is necessary to assure timely processing of the application or continuation of assistance. Please provide the following information and return to us in the provided self-addressed, stamped envelope. A consent to release this information can be found below or attached to this form. Thank you.

«mgmt_company»

Number of years and months of services for pay purposes:		Years _____	Months _____
Income	Monthly Rate	Income	Monthly Rate
Base Pay and Longevity Pay	\$ _____	Sea and Foreign Duty Pay	\$ _____
Proficiency Pay	\$ _____	Hazardous Duty Pay	\$ _____
Imminent Danger Pay	\$ _____	Subsistence Allowance	\$ _____
Quarters Allowance	\$ _____		

Include only amounts contributed by Government

Number of Dependents Claimed

Other (explain) _____

Total Amount Received Monthly

Name and Title of Person Supplying the Information

Agency Organization

Signature

«reference_phone»

Phone #

Date

RELEASE: I hereby authorize the release of the requested information. Information obtained under this consent is limited to information that is no older than 12 months. There are circumstances which would require the owner to verify information that is up to 5 years old, which would be authorized by me on a separate consent attached to a copy of this consent. You do not have to sign this form if it is not clear who the requesting organization is or what organization is supplying the information.

Note to Applicant/Tenant: You do not have to sign this form if either the requesting organization or the organization supplying the information is left blank.

(P) _____ **Please Return By: «return_date»**

«full_name»

Date

Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government. HUD and any owner (or any employee of HUD or the owner) may be subject to penalties for unauthorized disclosures or improper use of information collected based on the consent form. Use of the information collected based on this verification form is restricted to the purposes cited above. Any person who knowingly or willingly requests, obtains or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than \$5,000. Any applicant or participant affected by negligent disclosure of information may bring civil action for damages, and seek other relief, as may be appropriate, against the officer or employee of HUD or the owner responsible for the unauthorized disclosure or improper use. Penalty provisions for misusing the social security number are contained in the **Social Security Act at 208 (a) (6), (7) and (8). Violation of these provisions are cited as violations of 42 U.S.C. 408 (a) (6), (7) and (8).**

Pension and Annuities Verification

«send_date»

Property: «community»

«reference_name»
 «reference_address_line1»
 «reference_address_line2»
 «reference_address_line3»
 «reference_city» «reference_state» «reference_zip»

Re: «full_name»
 «address_line1»
 «address_line2»
 «city» «state» «zip»

SS: «ssn»
 Claim #: «reference_claim_nbr»

This person has applied for or already receives housing assistance. We are required to verify all information that is used in determining this person's eligibility or level of benefits. Your prompt return of this information is necessary to assure timely processing of the application or continuation of assistance. Please provide the following information and return to us in the self-addressed, stamped envelope provided. A consent to release this information can be found below or attached to this form. Thank you.

«mgmt_company»

Information Being Requested	
Current monthly gross amount of pension or annuity	\$ <input style="width: 150px; height: 25px;" type="text"/>
Deductions from gross for medical insurance premiums	\$ <input style="width: 150px; height: 25px;" type="text"/>
Date of Initial Award <input style="width: 60px; height: 25px;" type="text"/>	Effective date of current amount <input style="width: 60px; height: 25px;" type="text"/>
Additional Comments (Please note any anticipated changes to monthly pension/annuity in the next 12 months.)	
<hr style="border: 0; border-top: 1px solid black;"/> <hr style="border: 0; border-top: 1px solid black;"/>	

 Name and Title of Person Supplying the Information

 Agency Organization

 Signature

«reference_phone» _____
 Phone # Date

RELEASE: I hereby authorize the release of the requested information. Information obtained under this consent is limited to information that is no older than 12 months. There are circumstances which would require the owner to verify information that is up to 5 years old, which would be authorized by me on a separate consent attached to a copy of this consent. You do not have to sign this form if it is not clear who the requesting organization is or what organization is supplying the information.

Note to Applicant/Tenant: You do not have to sign this form if either the requesting organization or the organization supplying the information is left blank.

(P) _____ Date **Please Return By: «return_date»**

Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government. HUD and any owner (or any employee of HUD or the owner) may be subject to penalties for unauthorized disclosures or improper use of information collected based on the consent form. Use of the information collected based on this verification form is restricted to the purposes cited above. Any person who knowingly or willingly requests, obtains or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than \$5,000. Any applicant or participant affected by negligent disclosure of information may bring civil action for damages, and seek other relief, as may be appropriate, against the officer or employee of HUD or the owner responsible for the unauthorized disclosure or improper use. Penalty provisions for misusing the social security number are contained in the **Social Security Act at 208 (a) (6), (7) and (8). Violation of these provisions are cited as violations of 42 U.S.C. 408 (a) (6), (7) and (8).**



Child Support Enforcement Services Verification

«send_date»

Property: «community»

«reference_name»
 «reference_address_line1»
 «reference_address_line2»
 «reference_address_line3»
 «reference_city» «reference_state» «reference_zip»

Re: «full_name»
 «address_line1»
 «address_line2»
 «city» «state» «zip»

SS: «ssn»

This person has applied for or already receives housing assistance. We are required to verify all information that is used in determining this person's eligibility or level of benefits. Your prompt return of this information is necessary to assure timely processing of the application or continuation of assistance. Please provide the following information and return to us in the provided self-addressed, stamped envelope. A consent to release this information can be found below or attached to this form. Thank you.

«mgmt_company»

Order Amount:	\$	Per	<input type="checkbox"/> month <input type="checkbox"/> week
Total received in last six months	\$		
Arrearage (if any) that is due	\$		
Additional Comments			

 Name and Title of Person Supplying the Information

 Agency Organization

 Signature

«reference_phone»
 Phone #

 Date

RELEASE: I hereby authorize the release of the requested information. Information obtained under this consent is limited to information that is no older than 12 months. There are circumstances which would require the owner to verify information that is up to 5 years old, which would be authorized by me on a separate consent attached to a copy of this consent. You do not have to sign this form if it is not clear who the requesting organization is or what organization is supplying the information.

Note to Applicant/Tenant: You do not have to sign this form if either the requesting organization or the organization supplying the information is left blank.

(R)

Please Return By: «return_date»

«full_name»

Date

Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government. HUD and any owner (or any employee of HUD or the owner) may be subject to penalties for unauthorized disclosures or improper use of information collected based on the consent form. Use of the information collected based on this verification form is restricted to the purposes cited above. Any person who knowingly or willingly requests, obtains or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than \$5,000. Any applicant or participant affected by negligent disclosure of information may bring civil action for damages, and seek other relief, as may be appropriate, against the officer or employee of HUD or the owner responsible for the unauthorized disclosure or improper use. Penalty provisions for misusing the social security number are contained in the **Social Security Act at 208 (a) (6), (7) and (8). Violation of these provisions are cited as violations of 42 U.S.C. 408 (a) (6), (7) and (8).**

ATTACHMENT 6-B

ZERO INCOME VERIFICATION CHECKLIST

(A) EXPENSE	(B) RECURRING EXPENSE?	(C) PAYMENT SOURCE	(D) EXEMPT {If no, Col. E}	(E) AMOUNT
FOOD	<input type="checkbox"/> Yes <input type="checkbox"/> No			
		Food Stamps		
		WIC		
		Food Bank		
		Cash Contributions	<input type="checkbox"/> Yes <input type="checkbox"/> No	
		In Kind Donations	<input type="checkbox"/> Yes <input type="checkbox"/> No	
		Other	<input type="checkbox"/> Yes <input type="checkbox"/> No	
SHELTER COSTS				
Housing	<input type="checkbox"/> Yes <input type="checkbox"/> No			
		Cash Contributions	<input type="checkbox"/> Yes <input type="checkbox"/> No	
		Other	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Electricity	<input type="checkbox"/> Yes <input type="checkbox"/> No			
		Cash Contributions	<input type="checkbox"/> Yes <input type="checkbox"/> No	
		Other	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Gas	<input type="checkbox"/> Yes <input type="checkbox"/> No			
		Cash Contributions	<input type="checkbox"/> Yes <input type="checkbox"/> No	
		Other	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Water	<input type="checkbox"/> Yes <input type="checkbox"/> No			
		Cash Contributions	<input type="checkbox"/> Yes <input type="checkbox"/> No	
		Other	<input type="checkbox"/> Yes <input type="checkbox"/> No	
CLEANING/GROOMING	<input type="checkbox"/> Yes <input type="checkbox"/> No	In Kind Donations	<input type="checkbox"/> Yes <input type="checkbox"/> No	
		Cash Contributions	<input type="checkbox"/> Yes <input type="checkbox"/> No	
		Other	<input type="checkbox"/> Yes <input type="checkbox"/> No	
TRANSPORTATION	<input type="checkbox"/> Yes <input type="checkbox"/> No			
		In Kind Donations	<input type="checkbox"/> Yes <input type="checkbox"/> No	
		Cash Contributions	<input type="checkbox"/> Yes <input type="checkbox"/> No	
		Other	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Automobile Payment	<input type="checkbox"/> Yes <input type="checkbox"/> No			

(A) EXPENSE	(B) RECURRING EXPENSE?	(C) PAYMENT SOURCE	(D) EXEMPT {If no, Col. E}	(E) AMOUNT
		In Kind Donations	<input type="checkbox"/> Yes <input type="checkbox"/> No	
		Cash Contributions	<input type="checkbox"/> Yes <input type="checkbox"/> No	
		Other	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Automobile Insurance	<input type="checkbox"/> Yes <input type="checkbox"/> No			
		Cash Contributions	<input type="checkbox"/> Yes <input type="checkbox"/> No	
		Other	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Gas	<input type="checkbox"/> Yes <input type="checkbox"/> No			
		Cash Contributions	<input type="checkbox"/> Yes <input type="checkbox"/> No	
		Other	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Automobile Maintenance	<input type="checkbox"/> Yes <input type="checkbox"/> No			
		Cash Contributions	<input type="checkbox"/> Yes <input type="checkbox"/> No	
		Other	<input type="checkbox"/> Yes <input type="checkbox"/> No	
ENTERTAINMENT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
Cable/Satellite		Cash Contributions	<input type="checkbox"/> Yes <input type="checkbox"/> No	
		Other	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Video Rentals	<input type="checkbox"/> Yes <input type="checkbox"/> No			
		Cash Contributions	<input type="checkbox"/> Yes <input type="checkbox"/> No	
		Other	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Sporting Events	<input type="checkbox"/> Yes <input type="checkbox"/> No			
		Cash Contributions	<input type="checkbox"/> Yes <input type="checkbox"/> No	
		Other	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Other Entertainment	<input type="checkbox"/> Yes <input type="checkbox"/> No			
		Cash Contributions	<input type="checkbox"/> Yes <input type="checkbox"/> No	
		Other	<input type="checkbox"/> Yes <input type="checkbox"/> No	
CLOTHING EXPENSES				
Clothes/Shoes	<input type="checkbox"/> Yes <input type="checkbox"/> No	Cash Contributions	<input type="checkbox"/> Yes <input type="checkbox"/> No	
		In Kind Donations		
		Other	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Laundry	<input type="checkbox"/> Yes <input type="checkbox"/> No			
		Cash Contributions	<input type="checkbox"/> Yes <input type="checkbox"/> No	

(A) EXPENSE	(B) RECURRING EXPENSE?	(C) PAYMENT SOURCE	(D) EXEMPT {If no, Col. E}	(E) AMOUNT
		In Kind Donations	<input type="checkbox"/> Yes <input type="checkbox"/> No	
		Other	<input type="checkbox"/> Yes <input type="checkbox"/> No	
COMMUNICATIONS				
Telephone	<input type="checkbox"/> Yes <input type="checkbox"/> No			
		Cash Contributions	<input type="checkbox"/> Yes <input type="checkbox"/> No	
		In Kind Donations	<input type="checkbox"/> Yes <input type="checkbox"/> No	
		Other	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Cellular Telephone	<input type="checkbox"/> Yes <input type="checkbox"/> No			
		Cash Contributions	<input type="checkbox"/> Yes <input type="checkbox"/> No	
		In Kind Donations	<input type="checkbox"/> Yes <input type="checkbox"/> No	
		Other	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Pager/Beeper	<input type="checkbox"/> Yes <input type="checkbox"/> No			
		Cash Contributions	<input type="checkbox"/> Yes <input type="checkbox"/> No	
		In Kind Donations	<input type="checkbox"/> Yes <input type="checkbox"/> No	
		Other	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Internet	<input type="checkbox"/> Yes <input type="checkbox"/> No			
		Cash Contributions	<input type="checkbox"/> Yes <input type="checkbox"/> No	
		In Kind Donations	<input type="checkbox"/> Yes <input type="checkbox"/> No	
		Other	<input type="checkbox"/> Yes <input type="checkbox"/> No	
MEDICAL EXPENSES				
		Cash Contributions		
		Other		
MISCELLANEOUS EXPENSES				
Non-reimbursable Education	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Non-reimbursable Childcare	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Non-reimbursable Job Expenses	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	

Part II

(A) BENEFIT SOURCE	(B) ELIGIBLE {If yes, Col. C}	(C) APPLIED {If yes, Col. D}	(D) STATUS
SOCIAL SECURITY	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
UNEMPLOYMENT	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
HEALTH AND WELFARE	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
VETERANS ADMINISTRATION	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
OTHER	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Attach receipts, applications and other documentation to the completed checklist and retain in application or tenant file.

UNDER \$5,000 ASSET CERTIFICATION

For households whose combined net assets do not exceed \$5,000.
 Complete only one form per household; include assets of children.

Household Name: _____ Unit No. _____

Development Name: _____ City: _____

Complete all that apply for 1 through 4:

1. My/our assets include:

(A) Cash Value*	(B) Int. Rate	(A*B) Annual Income	Source	(A) Cash Value*	(B) Int. Rate	(A*B) Annual Income	Source
\$ _____		\$ _____	Savings Account	\$ _____		\$ _____	Checking Account
\$ _____		\$ _____	Cash on Hand	\$ _____		\$ _____	Safety Deposit Box
\$ _____		\$ _____	Certificates of Deposit	\$ _____		\$ _____	Money market funds
\$ _____		\$ _____	Stocks	\$ _____		\$ _____	Bonds
\$ _____		\$ _____	IRA Accounts	\$ _____		\$ _____	401K Accounts
\$ _____		\$ _____	Keogh Accounts	\$ _____		\$ _____	Trust Funds
\$ _____		\$ _____	Equity in real estate	\$ _____		\$ _____	Land Contracts
\$ _____		\$ _____	Lump Sum Receipts	\$ _____		\$ _____	Capital investments
\$ _____		\$ _____	Life Insurance Policies (excluding Term)				
\$ _____		\$ _____	Other Retirement/Pension Funds not named above:				_____
\$ _____		\$ _____	Personal property held as an investment** :				_____
\$ _____		\$ _____	Other (list):				_____

PLEASE NOTE: Certain funds (e.g., Retirement, Pension, Trust) may or may not be (fully) accessible to you. Include only those amounts which are.

*Cash value is defined as market value minus the cost of converting the asset to cash, such as broker's fees, settlement costs, outstanding loans, early withdrawal penalties, etc.

**Personal property held as an investment may include, but is not limited to, gem or coin collections, art, antique cars, etc. Do not include necessary personal property such as, but not necessarily limited to, household furniture, daily-use autos, clothing, assets of an active business, or special equipment for use by the disabled.

2. Within the past two (2) years, I/we have sold or given away assets (including cash, real estate, etc.) for more than \$1,000 below their fair market value (FMV). Those amounts* are included above and are equal to a total of: \$ _____ (*the difference between FMV and the amount received, for each asset on which this occurred).
3. I/we have not sold or given away assets (including cash, real estate, etc.) for less than fair market value during the past two (2) years.
4. I/we do not have any assets at this time.

The net family assets (as defined in 24 CFR 813.102) above do not exceed \$5,000 and the annual income from the net family assets is \$ _____ . This amount is included in total gross annual income.

Under penalty of perjury, I/we certify that the information presented in this certification is true and accurate to the best of my/our knowledge. The undersigned further understand(s) that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in the termination of a lease agreement.

Applicant/Tenant _____ Date _____ Applicant/Tenant _____ Date _____

Verification of Child / Dependent Care and Handicap Care

«send_date»

Property: «community»

«reference_name»
 «reference_address_line1»
 «reference_address_line2»
 «reference_address_line3»
 «reference_city» «reference_state» «reference_zip»

Re: «full_name»
 «address_line1»
 «address_line2»
 «city» «state» «zip»

SS: «ssn»

This person has applied for or already receives housing assistance. We are required to verify all information that is used in determining this person's eligibility or level of benefits. Your prompt return of this information is necessary to assure timely processing of the application or continuation of assistance. Please provide the following information and return to us in the provided self-addressed, stamped envelope. A consent to release this information can be found below or attached to this form. Thank you.

Person(s) Being Cared for	Hours Per Week	Or	Hours Per Month
Average amount paid by individual listed above		\$	<input type="checkbox"/> Weekly <input type="checkbox"/> Monthly
Estimated amount to be paid in coming 12 months (include any amount to be paid for school child during summer months)		\$	
Will any of these expenses be reimbursed by an outside source?		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	
If yes, how much	\$ per ____	For whom?	
Will any of these expenses be provided for under the Child Care and Development Block Grant Act of 1990?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown		If yes, how much? \$ per ____

 Name and Title of Person Supplying the Information

 Agency Organization

 Signature

«reference_phone»
 Phone #

 Date

RELEASE: I hereby authorize the release of the requested information. Information obtained under this consent is limited to information that is no older than 12 months. There are circumstances which would require the owner to verify information that is up to 5 years old, which would be authorized by me on a separate consent attached to a copy of this consent. You do not have to sign this form if it is not clear who the requesting organization is or what organization is supplying the information.

Note to Applicant/Tenant: You do not have to sign this form if either the requesting organization or the organization supplying the information is left blank.

(P) _____ Please Return By: «return_date»
 «full_name» Date

Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government. HUD and any owner (or any employee of HUD or the owner) may be subject to penalties for unauthorized disclosures or improper use of information collected based on the consent form. Use of the information collected based on this verification form is restricted to the purposes cited above. Any person who knowingly or willingly requests, obtains or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than \$5,000. Any applicant or participant affected by negligent disclosure of information may bring civil action for damages, and seek other relief, as may be appropriate, against the officer or employee of HUD or the owner responsible for the unauthorized disclosure or improper use. Penalty provisions for misusing the social security number are contained in the **Social Security Act at 208 (a) (6), (7) and (8). Violation of these provisions are cited as violations of 42 U.S.C. 408 (a) (6), (7) and (8).**

Health Insurance Verification

«send_date»

Property: «community»

«reference_name»
 «reference_address_line1»
 «reference_address_line2»
 «reference_address_line3»
 «reference_city» «reference_state» «reference_zip»

Re: «full_name»
 «address_line1»
 «address_line2»
 «city» «state» «zip»

SS: «ssn»
 Claim #: «reference_claim_nbr»

This person has applied for or already receives housing assistance. We are required to verify all information that is used in determining this person's eligibility or level of benefits. Your prompt return of this information is necessary to assure timely processing of the application or continuation of assistance. Please provide the following information and return to us in the self-addressed, stamped envelope provided. A consent to release this information can be found below or attached to this form. Thank you.

«mgmt_company»

Health Insurance Company Use Only

Health Insurance Premium

\$	
----	--

Per

--	--

Prescription Coverage

Yes	<input type="checkbox"/>
-----	--------------------------

No	<input type="checkbox"/>
----	--------------------------

If yes, what is the percentage of coverage for prescriptions?

	%
--	---

If yes, what is the amount of the deductible for prescriptions?

\$	
----	--

Is this is a policy which pays a daily stipend directly to the insured for each day he/she is hospitalized?

Yes	<input type="checkbox"/>
-----	--------------------------

No	<input type="checkbox"/>
----	--------------------------

Additional Comments (Please note any anticipated changes in premiums in the next 12 months.)

 Name and Title of Person Supplying the Information

 Agency Organization

 Signature

«reference_phone»

Phone #

 Date

RELEASE: I hereby authorize the release of the requested information. Information obtained under this consent is limited to information that is no older than 12 months. There are circumstances which would require the owner to verify information that is up to 5 years old, which would be authorized by me on a separate consent attached to a copy of this consent. You do not have to sign this form if it is not clear who the requesting organization is or what organization is supplying the information.

Note to Applicant/Tenant: You do not have to sign this form if either the requesting organization or the organization supplying the information is left blank.

(P)

«full_name»

Date

Please Return By: «return_date»

Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government. HUD and any owner (or any employee of HUD or the owner) may be subject to penalties for unauthorized disclosures or improper use of information collected based on the consent form. Use of the information collected based on this verification form is restricted to the purposes cited above. Any person who knowingly or willingly requests, obtains or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than \$5,000. Any applicant or participant affected by negligent disclosure of information may bring civil action for damages, and seek other relief, as may be appropriate, against the officer or employee of HUD or the owner responsible for the unauthorized disclosure or improper use. Penalty provisions for misusing the social security number are contained in the **Social Security Act at 208 (a) (6), (7) and (8). Violation of these provisions are cited as violations of 42 U.S.C. 408 (a) (6), (7) and (8).**

Physician or Medical Personnel Verification

«send_date»

Property: «community»

Re: «full_name»
 «address_line1»
 «address_line2»
 «city» «state» «zip»

«reference_name»
 «reference_address_line1»
 «reference_address_line2»
 «reference_address_line3»
 «reference_city» «reference_state» «reference_zip»

SS: «ssn»

This person has applied for or already receives housing assistance. We are required to verify all information that is used in determining this person's eligibility or level of benefits. Your prompt return of this information is necessary to assure timely processing of the application or continuation of assistance. Please provide the following information and return to us in the provided self-addressed, stamped envelope. A consent to release this information can be found below or attached to this form. Thank you.

«mgmt_company»

Physician or Medical Personnel Use Only

We need to determine an estimate of payments for medical services made directly by your patient (i.e., after insurance, if applicable) for upcoming next 12-month period.

Is this patient being treated for an on-going medical problem?

Yes No

If yes, how much, approximately, will this patient pay you directly over the next 12-month period (out of pocket and after insurance)?

\$ per year

If there is a balance on this patient's account and the patient **is** making time payments on this balance, please provide us with the following:

Current Balance

\$

Payment Arrangement

\$ per

Additional Comments:

 Name and Title of Person Supplying the Information

 Agency Organization

 Signature

«reference_phone»

 Phone #

 Date

RELEASE: I hereby authorize the release of the requested information. Information obtained under this consent is limited to information that is no older than 12 months. There are circumstances which would require the owner to verify information that is up to 5 years old, which would be authorized by me on a separate consent attached to a copy of this consent. You do not have to sign this form if it is not clear who the requesting organization is or what organization is supplying the information.

Note to Applicant/Tenant: You do not have to sign this form if either the requesting organization or the organization supplying the information is left blank.

(R)

Please Return By: «return_date»

«full_name»

Date

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Hospital/Medical Credit Verification

«send_date»

Property: «community»

«reference_name»

Re: «full_name»

«reference_address_line1»

«address_line1»

«reference_address_line2»

«address_line2»

«reference_address_line3»

«city» «state» «zip»

«reference_city» «reference_state» «reference_zip»

SS: «ssn»

This person has applied for or already receives housing assistance. We are required to verify all information that is used in determining this person's eligibility or level of benefits. Your prompt return of this information is necessary to assure timely processing of the application or continuation of assistance. Please provide the following information and return to us in the self-addressed, stamped envelope provided. A consent to release this information can be found below or attached to this form. Thank you.

«mgmt_company»

Hospital/Medical Credit Department Use Only	
Does this patient presently have an outstanding balance with you?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, what is the current balance on the patient's account?	\$ _____
If the patient is making time payments on this balance, how much is the patient paying and how often? If payments are not being made, please indicate with a \$0.	\$ _____ per _____
Additional Comments: _____ _____ _____	

Name and Title of Person Supplying the Information

Agency Organization

Signature

«reference_phone»

Phone #

Date

RELEASE: I hereby authorize the release of the requested information. Information obtained under this consent is limited to information that is no older than 12 months. There are circumstances which would require the owner to verify information that is up to 5 years old, which would be authorized by me on a separate consent attached to a copy of this consent. You do not have to sign this form if it is not clear who the requesting organization is or what organization is supplying the information.

Note to Applicant/Tenant: You do not have to sign this form if either the requesting organization or the organization supplying the information is left blank.

(Handwritten initials)

Please Return By: «return_date»

«full_name»

Date

Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government. HUD and any owner (or any employee of HUD or the owner) may be subject to penalties for unauthorized disclosures or improper use of information collected based on the consent form. Use of the information collected based on this verification form is restricted to the purposes cited above. Any person who knowingly or willingly requests, obtains or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than \$5,000. Any applicant or participant affected by negligent disclosure of information may bring civil action for damages, and seek other relief, as may be appropriate, against the officer or employee of HUD or the owner responsible for the unauthorized disclosure or improper use. Penalty provisions for misusing the social security number are contained in the **Social Security Act at 208 (a) (6), (7) and (8). Violation of these provisions are cited as violations of 42 U.S.C. 408 (a) (6), (7) and (8).**

Eye Doctor Verification

«send_date»

Property: «community»

«reference_name»
 «reference_address_line1»
 «reference_address_line2»
 «reference_address_line3»
 «reference_city» «reference_state» «reference_zip»

Re: «full_name»
 «address_line1»
 «address_line2»
 «city» «state» «zip»

SS: «ssn»

This person has applied for or already receives housing assistance. We are required to verify all information that is used in determining this person's eligibility or level of benefits. Your prompt return of this information is necessary to assure timely processing of the application or continuation of assistance. Please provide the following information and return to us in the provided self-addressed, stamped envelope. A consent to release this information can be found below or attached to this form. Thank you.

«mgmt_company»

Eye Doctor/Credit Department Use Only			
We need to determine an estimate of payments for medical services made directly by your patient (i.e., after insurance, if applicable) for upcoming next 12-month period.			
Is this patient being treated for an on-going eye problem?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, how much, approximately, will this patient pay you directly over the next 12-month period (out of pocket and after insurance)?			<div style="display: flex; justify-content: space-between; align-items: center;"> \$ per year </div>
If there is a balance on this patient's account and the patient is making time payments on this balance, please provide us with the following:			
Current Balance	\$	Payment Arrangement	\$ per _____
If needed by patient this year: Frame Cost	\$	Rx Cost	\$
How often are frames usually purchased by this client:	<input type="checkbox"/> Yearly <input type="checkbox"/> Bi-Yearly		

Name and Title of Person Supplying the Information

Agency Organization

Signature

«reference_phone»

Phone #

Date

RELEASE: I hereby authorize the release of the requested information. Information obtained under this consent is limited to information that is no older than 12 months. There are circumstances which would require the owner to verify information that is up to 5 years old, which would be authorized by me on a separate consent attached to a copy of this consent. You do not have to sign this form if it is not clear who the requesting organization is or what organization is supplying the information.

Note to Applicant/Tenant: You do not have to sign this form if either the requesting organization or the organization supplying the information is left blank.

(Handwritten mark)

Please Return By: «return_date»

«full_name»

Date

Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government. HUD and any owner (or any employee of HUD or the owner) may be subject to penalties for unauthorized disclosures or improper use of information collected based on the consent form. Use of the information collected based on this verification form is restricted to the purposes cited above. Any person who knowingly or willingly requests, obtains or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than \$5,000. Any applicant or participant affected by negligent disclosure of information may bring civil action for damages, and seek other relief, as may be appropriate, against the officer or employee of HUD or the owner responsible for the unauthorized disclosure or improper use. Penalty provisions for misusing the social security number are contained in the ****Social Security Act at 208 (a) (6), (7) and (8)**. Violation of these provisions are cited as violations of 42 U.S.C. 408 (a) (6), (7) and (8).**

Pharmacy Verification - Prescriptions

«send_date»

Property: «community»

«reference_name»
 «reference_address_line1»
 «reference_address_line2»
 «reference_address_line3»
 «reference_city» «reference_state» «reference_zip»

Re: «full_name»
 «address_line1»
 «address_line2»
 «city» «state» «zip»

SS: «ssn»

This person has applied for or already receives housing assistance. We are required to verify all information that is used in determining this person's eligibility or level of benefits. Your prompt return of this information is necessary to assure timely processing of the application or continuation of assistance. Please provide the following information and return to us in the self-addressed, stamped envelope provided. A consent to release this information can be found below or attached to this form. Thank you.

«mgmt_company»

Pharmacy Use Only				
Does this customer have prescription(s) filled by you on a regular basis?	<input type="checkbox"/> Yes <input type="checkbox"/> No			
If yes, how much does this customer spend per month approximately for prescriptions not covered by medical insurance/and after the deduction of any Medicare Prescription Drug Card Benefits?	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%; text-align: center; vertical-align: middle;">\$</td> <td style="width: 60%;"></td> <td style="width: 20%; text-align: center; vertical-align: middle;">per month</td> </tr> </table>	\$		per month
\$		per month		
Additional Comments: _____				

 Name and Title of Person Supplying the Information

 Agency Organization

 Signature

«reference_phone»

 Phone #

 Date

RELEASE: I hereby authorize the release of the requested information. Information obtained under this consent is limited to information that is no older than 12 months. There are circumstances which would require the owner to verify information that is up to 5 years old, which would be authorized by me on a separate consent attached to a copy of this consent. You do not have to sign this form if it is not clear who the requesting organization is or what organization is supplying the information.

Note to Applicant/Tenant: You do not have to sign this form if either the requesting organization or the organization supplying the information is left blank.

Please Return By: «return_date»

«full_name»

Date

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Verification of Handicap Assistance Expenses

«send_date»

Property: «community»

«reference_name»

Re: «full_name»

«reference_address_line1»

«address_line1»

«reference_address_line2»

«address_line2»

«reference_address_line3»

«city» «state» «zip»

«reference_city» «reference_state» «reference_zip»

SS: «ssn»

This person has applied for or already receives housing assistance. We are required to verify all information that is used in determining this person's eligibility or level of benefits. Your prompt return of this information is necessary to assure timely processing of the application or continuation of assistance. Please provide the following information and return to us in the self-addressed, stamped envelope provided. A consent to release this information can be found below or attached to this form. Thank you.

«mgmt_company»

The applicant/tenant has the following handicap care expenses:	
<input type="checkbox"/> Retrofitting a vehicle (Count only the cost to make the vehicle usable by the handicap person who has to use it, not the total cost of the vehicle)	\$
<input type="checkbox"/> Attendant Care (Note to Owners: If same person provides attendant care and child care, use the child care verification form)	\$
<input type="checkbox"/> Auxiliary Aid (e.g., power wheelchair)	\$
<input type="checkbox"/> Other (List) _____	\$
<input type="checkbox"/> Other _____	\$
Will any of these expenses be reimbursed by an outside source? If yes, mark each expense for which the applicant/tenant will be reimbursed with an asterisk (*).	
Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown <input type="checkbox"/>	
Amount reimbursed <input style="width: 150px;" type="text"/>	For whom? <input style="width: 150px;" type="text"/>

Name and Title of Person Supplying the Information

Agency Organization

Signature

«reference_phone» _____
Phone # Date

RELEASE: I hereby authorize the release of the requested information. Information obtained under this consent is limited to information that is no older than 12 months. There are circumstances which would require the owner to verify information that is up to 5 years old, which would be authorized by me on a separate consent attached to a copy of this consent. You do not have to sign this form if it is not clear who the requesting organization is or what organization is supplying the information.

Note to Applicant/Tenant: You do not have to sign this form if either the requesting organization or the organization supplying the information is left blank.

(P)

Please Return By: «return_date»

«full_name» _____ Date

Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government. HUD and any owner (or any employee of HUD or the owner) may be subject to penalties for unauthorized disclosures or improper use of information collected based on the consent form. Use of the information collected based on this verification form is restricted to the purposes cited above. Any person who knowingly or willingly requests, obtains or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than \$5,000. Any applicant or participant affected by negligent disclosure of information may bring civil action for damages, and seek other relief, as may be appropriate, against the officer or employee of HUD or the owner responsible for the unauthorized disclosure or improper use. Penalty provisions for misusing the social security number are contained in the **Social Security Act at 208 (a) (6), (7) and (8). Violation of these provisions are cited as violations of 42 U.S.C. 408 (a) (6), (7) and (8).**

Hearing Aid Verification Form

«send_date»

Property: «community»

«reference_name»
 «reference_address_line1»
 «reference_address_line2»
 «reference_address_line3»
 «reference_city» «reference_state» «reference_zip»

Re: «full_name»
 «address_line1»
 «address_line2»
 «city» «state» «zip»

SS: «ssn»

This person has applied for or already receives housing assistance. We are required to verify all information that is used in determining this person's eligibility or level of benefits. Your prompt return of this information is necessary to assure timely processing of the application or continuation of assistance. Please provide the following information and return to us in the self-addressed, stamped envelope provided. A consent to release this information can be found below or attached to this form. Thank you.

«mgmt_company»

Hearing Aid Cost/Hearing Aid Battery Cost	
Outstanding balance on initial hearing aid purchase	\$
Are payments made on a regular basis?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, how much is paid per month?	\$ per month
Does client purchase hearing aid batteries regularly? Provide monthly or yearly amount in this space.	\$ per _____
Additional Comments: _____	

 Name and Title of Person Supplying the Information

 Agency Organization

 Signature

«reference_phone» _____
 Phone # Date

RELEASE: I hereby authorize the release of the requested information. Information obtained under this consent is limited to information that is no older than 12 months. There are circumstances which would require the owner to verify information that is up to 5 years old, which would be authorized by me on a separate consent attached to a copy of this consent. You do not have to sign this form if it is not clear who the requesting organization is or what organization is supplying the information.

Note to Applicant/Tenant: You do not have to sign this form if either the requesting organization or the organization supplying the information is left blank.

(P) _____ **Please Return By: «return_date»**
 «full_name» Date

Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government. HUD and any owner (or any employee of HUD or the owner) may be subject to penalties for unauthorized disclosures or improper use of information collected based on the consent form. Use of the information collected based on this verification form is restricted to the purposes cited above. Any person who knowingly or willingly requests, obtains or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than \$5,000. Any applicant or participant affected by negligent disclosure of information may bring civil action for damages, and seek other relief, as may be appropriate, against the officer or employee of HUD or the owner responsible for the unauthorized disclosure or improper use. Penalty provisions for misusing the social security number are contained in the **Social Security Act at 208 (a) (6), (7) and (8). Violation of these provisions are cited as violations of 42 U.S.C. 408 (a) (6), (7) and (8).**

Verification of Home Care Cost (VNA/Lifeline/Oxygen/Home Care)

«send_date»

Property: **«community»**

«reference_name»
«reference_address_line1»
«reference_address_line2»
«reference_address_line3»
«reference_city» «reference_state» «reference_zip»

Re: «full_name»
«address_line1»
«address_line2»
«city» «state» «zip»

SS: «ssn»

This person has applied for or already receives housing assistance. We are required to verify all information that is used in determining this person's eligibility or level of benefits. Your prompt return of this information is necessary to assure timely processing of the application or continuation of assistance. Please provide the following information and return to us in the self-addressed, stamped envelope provided. A consent to release this information can be found below or attached to this form. Thank you.

«mgmt_company»

Home Health Care/VNA/Housekeeping/Lifeline/Oxygen			
Client's Monthly Payment:	<table border="1" style="width: 100%; height: 25px;"> <tr> <td align="center" style="font-size: 1.2em;">\$</td> </tr> </table>	\$	
\$			
Are payments made on a regular basis?	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td align="center" style="width: 50%;"><input type="checkbox"/> Yes</td> <td align="center" style="width: 50%;"><input type="checkbox"/> No</td> </tr> </table>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Yes	<input type="checkbox"/> No		
Additional Comments: _____			

Name and Title of Person Supplying the Information

Agency Organization

Signature

«reference_phone»

Phone #

Date

RELEASE: I hereby authorize the release of the requested information. Information obtained under this consent is limited to information that is no older than 12 months. There are circumstances which would require the owner to verify information that is up to 5 years old, which would be authorized by me on a separate consent attached to a copy of this consent. You do not have to sign this form if it is not clear who the requesting organization is or what organization is supplying the information.

Note to Applicant/Tenant: You do not have to sign this form if either the requesting organization or the organization supplying the information is left blank.

«full_name»

Date

Please Return By: «return_date»

Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government. HUD and any owner (or any employee of HUD or the owner) may be subject to penalties for unauthorized disclosures or improper use of information collected based on the consent form. Use of the information collected based on this verification form is restricted to the purposes cited above. Any person who knowingly or willingly requests, obtains or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than \$5,000. Any applicant or participant affected by negligent disclosure of information may bring civil action for damages, and seek other relief, as may be appropriate, against the officer or employee of HUD or the owner responsible for the unauthorized disclosure or improper use. Penalty provisions for misusing the social security number are contained in the **Social Security Act at 208 (a) (6), (7) and (8). Violation of these provisions are cited as violations of 42 U.S.C. 408 (a) (6), (7) and (8).**

BORROWER'S SIGNATURE AUTHORIZATION FORM

Privacy Act Notice: This information is to be used by the agency collecting it or its assignees in determining whether you qualify as a prospective mortgagor under its program. It will not be disclosed outside the agency except as required and permitted by law. You do not have to provide this information, but if you do not, your application for approval as a prospective mortgagor or borrower may be delayed or rejected. The information requested in this form is authorized by Title 38, USC, chapter 37 (if VA); by 12 USC, Section 1701 et. Seq. (if HUD/FHA); by 42 USC, Section 1452b (if HUD/CPD); and Title 42 USC 1471 et. Seq. or 7 USC, 1921 et. Seq. (if USDA/FmHA).

Equal Credit Opportunity Act Notice: The Federal Equal Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicants income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this agency is the Comptroller of the Currency, 1301 McKinney Avenue, Suite 3710, Houston, Texas 77010.

I hereby authorize Aleutian Housing Authority to verify my past and present employment earnings records, bank accounts, stock holdings and any other asset balances that are needed to process my mortgage loan application. I further authorize Aleutian Housing Authority to order a consumer credit report and verify other credit information, including past and present mortgage and landlord references. I also authorize the Social Security Administration or any other state or government agency to release verification of my income, date of birth, the type of benefit, the effective date, and the length of time the benefit will be received to Aleutian Housing Authority. It is understood that a photocopy of this form will service as authorization.

The information the lender obtains is only to be use in the processing of my application for a mortgage loan.

Borrower's Signature: _____ Date: _____

Co-Borrower's Signature: _____ Date: _____

Notice to Borrowers: This is notice to you as required by the Right to Financial Privacy Act of 1978 that HUD/FHA has a right of access to financial records held by financial institutions in connection with the consideration or administration of assistance to you. Financial records involving your transaction will be available to HUD/FHA without further notice or authorization but will not be disclosed or released by this institution to another Government agency or Department without your consent except as required or permitted by law.

Sample Downpayment Assistance Policy

MODEL **DOWN PAYMENT ASSISTANCE PROGRAM** **POLICY**

These policies and procedures were adopted by the (name of TDHE/TRIBE) by Resolution # _____ on _____, _____.

(Note: This is a model policy and the TDHE/TRIBE may choose to delete or add any sections or numbers used in this sample. Should the TDHE/TRIBE choose to make any changes, the TDHE/TRIBE should ensure that the policy remains in compliance with the Native American Housing Assistance and Self-Determination Act.)

POLICY STATEMENT

The purpose of the (NAME OF TDHE/TRIBE)'s Down Payment Assistance program is to provide the members of the (NAME OF TRIBE) with affordable homeownership financing opportunities to help improve the quality of life in the tribal communities.

The (NAME OF TDHE/TRIBE)'s Down Payment Assistance Program shall comply with all applicable regulations of the Native American Housing Assistance and Self-Determination Act of 1996 (as amended) (NAHASDA) along with other applicable rules and regulations. The (NAME OF TDHE/TRIBE) Executive Director with the approval of the governing body shall be responsible for periodically amending this policy to comply with any applicable laws or regulations.

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1. PROGRAM DESCRIPTION.

The Down Payment Assistance Program is specifically designed to increase the availability of affordable housing by addressing homeownership on several levels. It combines (NAME OF TDHE/TRIBE) Indian Housing Block Grant funds with private first mortgages, thereby multiplying many times over the number of native families that can be assisted with (NAME OF TDHE/TRIBE)'s grant.

(Note: The TDHE/TRIBE shall determine whether the Downpayment Assistance Program will be a grant program or forgivable loan program.)

- A. **Eligibility** – The Down Payment Assistance Program is available to low-income Indian families with gross incomes at or below 80% of the median income adjusted for family size. The current income limits shall be appendices to this policy.
- B. **Credit** – Down Payment Assistance Program borrowers must meet the credit requirements of the first mortgage lender (bank/lender). Applicants will be pre-screened to determine credit worthiness. (NAME OF TDHE/TRIBE) will assist applicants in demonstrating that they have stable income and the ability and willingness to meet financial obligations.
- C. **Affordability** – Down Payment Assistance funds are available to buy down the cost of owning a home. This results in a lower mortgage amount and lower monthly payments. (NAME OF TDHE/TRIBE) funds will be in the form of a second mortgage with no monthly payments. This second mortgage is gradually reduced, thus converting it to homeowner equity.
- D. **Cash Flow** – Down Payment Assistance may include payment of reasonable loan closing costs associated with the first mortgage and (NAME OF TDHE/TRIBE)'s second mortgage.
- E. **Support** – Trained staff will assist eligible applicants in successfully completing an application with a bank/lender for a first mortgage loan.
- F. **Counseling** – Borrowers will be required to participate in homebuyers' classes designed to assist new homeowners in understanding and fulfilling the responsibilities of homeownership.

2. ASSISTANCE AVAILABLE. The (NAME OF TDHE/TRIBE) has established and implemented the Down Payment Assistance Program to assist creditworthy low-income households in purchasing a home. The Down Payment Assistance loan may help with down payment and closing costs and is designed to make home mortgage payments more affordable. The following is a list of the assistance offered at this time:

A. Down payment. (NAME OF TDHE/TRIBE) may provide funds to buy down the amount of the first mortgage to a level that is affordable to the homeowner. Down payment assistance is limited to (% OF THE VALUE OF THE PROPERTY OR AMOUNT TO BE ESTABLISHED BY TDHE/TRIBE) of the value of the property.

Nearly all lenders will require a down payment when purchasing a home. Part of this down payment may be provided by (NAME OF TDHE/TRIBE), however, homebuyers must provide a small portion from their own cash. (NAME OF TDHE/TRIBE) requires that the homebuyer pay at least (% TO BE ESTABLISHED BY TRIBE/THE) of the sales price toward the down payment. This amount may increase, depending on the requirements of the first mortgage lender.

B. Closing Costs. Funds are available from (NAME OF TDHE/TRIBE) to pay all, or a substantial part of, the closing costs of the first mortgage loan. This assistance is limited to actual, reasonable closing costs.

C. Maximum Loan Amount. The maximum amount of assistance for each homeowner will be (\$ AMOUNT TO BE ESTABLISHED BY TDHE/TRIBE) including down payment and closing costs.

D. Minimum Loan Amount. The minimum loan amount for this program is (\$ AMOUNT TO BE ESTABLISHED BY TDHE/TRIBE).

3. BORROWER ELIGIBILITY.

A. Native Restrictions. Assistance is only available to members of a Federally recognized tribe. Tribe means any Indian tribe, band, nation, or other organized group or community of Indians, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act. Borrowers must present a tribal membership card or other form of positive identification of native status at the time of application.

(Note: The TDHE/TRIBE may give preference to local tribal members if they have adopted the preference in its admissions policy. The tribe/TDHE has the option to serve the following types of families. Non low-income Indian families are eligible to receive rehabilitation assistance in accordance with 24CFR 1000.110. Also, essential families may receive this type of assistance on a reservation or Indian area if the essential family's housing needs cannot be reasonably met without such assistance and the tribe/TDHE determines that the presence of that family on the reservation or Indian area is essential to the well-being of Indian families.)

- B. Income Limitations.** Participation in the Down Payment Assistance Program is limited to low-income families as defined in the (NAME OF TDHE/TRIBE) established income limits. Participants will be required to provide documentation to verify the determination of low-income status.

- C. Homeownership Counseling Classes.** The applicant must successfully complete an (NAME OF TDHE/TRIBE) approved home ownership-counseling curriculum. The (NAME OF TDHE/TRIBE) (INSERT THE APPROPRIATE STAFF TITLE) shall approve the curriculum.

- D. First Mortgage Loan.**
 - (1) The applicant must be able to obtain a mortgage loan with an eligible lender for the maximum affordable amount. The lending institution must be willing to participate in the Down Payment Assistance Program and its requirements. The borrower will sign a Release of Information form so that (NAME OF TDHE/TRIBE) is able to share information with the lending institution.
 - (2) The lending institution must, as a part of its mortgage loan, require purchase of property insurance, and must escrow the insurance payments.

- E. Cash Down Payment.** The applicant must be able to provide at least (% OR \$ AMOUNT TO BE DETERMINED BY THE TDHE/TRIBE) of the sales price in the form of a cash down payment from his or her own assets. This cash payment shall not be borrowed.

- F. Assets.** (NOTE: THIS SECTION IS OPTIONAL) The applicant shall not own any other residential property. An exception may be made for inherited property.

- G. Employees.** Employees, agents, officers or elected or appointed officials

of (NAME OF TDHE/TRIBE) are eligible for loans under this program. The Executive Director of (NAME OF TDHE/TRIBE) must approve all such loan applications. Employees, agents, officers or elected or appointed officials must comply with 24CFR 1000.30, 1000.32, and 1000.34 regarding conflict of interest.

4. INELIGIBILITY. Applicants will be considered ineligible for not meeting items in Section 2 above or for any of one or more of the following:

- Providing false information on the application.
- Failing to complete required forms or to supply requested information.
- Committing fraud in connection with any (NAME OF TDHE/TRIBE) program, or failing to disclose previously committed fraud in connection with any (NAME OF TDHE/TRIBE) program.
- Appearing on HUD's list of suspended, debarred and limited denials of participation.
- Having a record of eviction from any government assisted housing program.
- Having an outstanding debt owed to any public or Indian Housing Authority or Tribally Designated Housing Entity.

5. WAITING LIST / APPLICANT POOL

- A.** The Down Payment Assistance Program is operated on a first-come first-served basis (with any preferences the TDHE/TRIBE has defined under eligibility on page 2) subject to the availability of funds.
- B.** (NAME OF TDHE/TRIBE) will maintain a list of eligible applicants based on the date and time the completed application is received by (NAME OF TDHE/TRIBE).
- C.** If funds are unavailable for the Down Payment Assistance Program, (NAME OF TDHE/TRIBE) may suspend or discontinue accepting applications until funds become available.

6. RESERVATION OF FUNDS.

- A. Funds will be reserved for each applicant when the loan application is complete, including a copy of the Earnest Money Agreement and all information required by the first mortgage lender.
- B. Funds will be reserved for (# TO BE DETERMINED BY TDHE/TRIBE) days and may be extended for (# TO BE DETERMINED BY TDHE/TRIBE) days at a time.

7. PROPERTY REQUIREMENTS. The owner must meet the following property requirements during the life of the loan:

- A. The home must be the primary residence of the owner.
- B. The property must be located within (NAME OF TDHE/TRIBE)'s Indian area as defined in its IHP.
- C. The property must be a single-family residence, including condominiums and townhouses.
(Note: The TDHE/TRIBE shall determine whether manufactured homes and/or mobile homes qualify for the program.)
- D. The initial purchase price of the home may not exceed the Total Development Cost limits established by the (NAME OF TDHE/TRIBE) for the type of single family housing for the area. The (NAME OF TDHE/TRIBE) may use HUD established Total Development Cost limits which are attached as appendices to this policy.
- E. The house must pass all Housing Quality Standards as established by the (NAME OF TDHE/TRIBE), if applicable.
- F. The property must be reviewed by (NAME OF TDHE/TRIBE) for environmental impact in accordance with the National Environmental Policy Act (NEPA) and all other applicable statutes, regulations and Executive Orders.
- G. Lead based paint prevention requirements apply to housing acquired under this program. (Note: The TDHE/TRIBE should require the seller to certify that there is no lead based paint in the home.)
- H. If the owner selects a home in a flood plain, flood insurance must be obtained in an amount adequate to cover the first and second mortgage loan in compliance with 24CFR 1000.38. The owner must provide a certification of insurance to (NAME OF TDHE/TRIBE) annually.
- I. The owner shall be responsible for an insurance coverage required by the TDHE/TRIBE or the lending institution.

8. REPAYMENT OF THE LOAN

- A.** There are no monthly payments or interest associated with (NAME OF TDHE/TRIBE)'s Downpayment Assistance Program loans.
- B.** (% TO BE DETERMINED BY TDHE/TRIBE) of the original down payment assistance loan amount will be forgiven on each annual or monthly anniversary of the loan. If the property is sold (or the title is otherwise transferred) and ceases to be the borrower's primary residence, the unforgiven portion of the loan will be due and payable.

- 9. CERTIFICATION OF RESIDENCY.** The property must remain the borrowers' primary residence throughout the term of this loan. Borrowers will be required to sign an annual affidavit stating the amount of time they lived in the house as their primary residence during the previous year. If they did not live in the house for at least 11 of the previous 12 months, the loan will be considered to be in default, (NAME OF TDHE/TRIBE)'s Executive Director will review each default and consider the appropriate course of action. (NOTE: THIS SECTION IS OPTIONAL AND THE TRIBE/TDHE SHOULD ESTABLISH ITS OWN CRITERIA. FOR EXAMPLE, ALASKAN FISHERMAN MAY LIVE IN A FISHING CAMP PART OF THE YEAR AND THEN LIVE IN THEIR PRIMARY RESIDENCE THE REST OF THE YEAR.)

10. RESALE RESTRICTION

- A.** Documents for the Down Payment Assistance Program shall include resale restrictions and an option to purchase granted to (NAME OF TDHE/TRIBE).
- B.** If, at any time, the owner sells or transfers title to the home, the owner must repay the TDHE/TRIBE any balance due. (NOTE: THIS SECTION WOULD APPLY IN A FORGIVABLE LOAN SITUATION.)

- 11. ASSUMPTION OF LOAN (NOTE: THIS SECTION IS OPTIONAL).** If the property is sold during the term of (NAME OF TDHE/TRIBE)'s loan, the (NAME OF TDHE/TRIBE) loan may be assumed by a qualified borrower.

Generally, the assumption approval will be based on the following:

- A. The new owners must assume the first mortgage and be contractually obligated to satisfy the mortgage.
- B. The new owners must be low income, as defined by the (NAME OF TDHE/TRIBE). The definition of low-income shall be the same as defined in the (NAME OF TDHE/TRIBE) Eligibility, Admissions & Occupancy Policy.
- C. The property must be the new owner's primary residence.
- D. The new owners must be members of a Federally recognized tribe, band, nation, or other organized group or community of Indians.

12. TRANSFER OF HOME (NOTE: THIS SECTION IS OPTIONAL.)

- A. If the homebuyer no longer desires to own the property and intends to sell or otherwise transfer title, the homebuyer must notify (NAME OF TDHE/TRIBE) of their intent in writing. Upon receipt of the notice, (NAME OF TDHE/TRIBE) shall then have the right to exercise its Purchase Option by delivery of notice to the homebuyer of such exercise at any time within thirty (30) days from its receipt of such written notice from the homebuyer of interest to sell or otherwise transfer the residence.
- B. If the (NAME OF TDHE/TRIBE) exercises its Option to Purchase the property, closing shall be through an escrow with the title insurance company issuing the owners title insurance policy. The closing shall be within sixty (60) days of the opening of escrow. In the event the (NAME OF TDHE/TRIBE) decides to assign the Purchase Option, the opening of the escrow will be within thirty (30) business days after the homebuyer is notified of (NAME OF TDHE/TRIBE)'s intent to exercise the Purchase Option. In the event (NAME OF TDHE/TRIBE) postpones opening of escrow and is unable to select an assignee, (NAME OF TDHE/TRIBE) retains the right to open escrow and complete the purchase provided the escrow is opened within thirty (30) business days and the sales transaction is completed within ninety (90) days from the homebuyer's notice of intent to sell.
- C. Up to ten (10) days before close of escrow, the homebuyer may give notice to (NAME OF TDHE/TRIBE) of the homebuyer's intent to terminate the escrow. (NAME OF TDHE/TRIBE) shall retain the right by notice to

the homebuyer to complete the purchase of the property for an additional period of ten (10) days commencing from the date of the receipt of notice the homebuyer's intent to terminate the escrow.

- D.** In the event the (NAME OF TDHE/TRIBE) does not exercise its Purchase Option within thirty (30) business days of the homebuyer's notice pursuant to the Resale Restriction and Purchase Option, the homebuyer may offer the residence to anyone.
- E.** Any attempt by the homebuyer to make a prohibited transfer of title or interest in the property in violation of the DOWN PAYMENT ASSISTANCE Program Documents, the transfer will be void and subject to exercise of the purchase option described in Section VI of that document.
- F.** Permitted Transfer by Owner. The following transfers are not prohibited and therefore are not subject to exercise by the Optionee of the Purchase Option:
 - (1)** Transfer by gift or inheritance to the homebuyer's spouse or children;
 - (2)** Transfer of title by a homebuyer's death to a surviving joint tenant, tenant by entireties, or surviving spouse of community property;
 - (3)** Transfer of title to a spouse as part of divorce or dissolution proceedings;
 - (4)** Granting of leasehold interest or rental of the residence for a period of less than a year; or
 - (5)** Transfer of title or interest in the residence to the spouse in conjunction with marriage.
 - (6)** The above transfers are allowable if the Second Mortgage Document covenants continue to run with the title to the property following said transfers, and any transfer documents must contain the following covenant:

This residence is subject to the Resale Restrictions Agreement and Option to Purchase and Transferee, on behalf of Transferee and Transferee's successors and assigns, covenants and agrees to be

bound by and perform the Agreement, and to include in any further transfer of the residence the covenant required by the Agreement.

- (7) The homebuyer must notify (NAME OF TDHE/TRIBE) at least thirty (30) business days prior to the sale or transfer of the property. (NAME OF TDHE/TRIBE) will approve or disapprove of the proposed Transferee within thirty (30) business days after receiving the notification.

13. COUNSELING

A. All applicants will be required to attend an (NAME OF TDHE/TRIBE) approved homebuyer counseling class prior to loan approval. The purpose of this requirement is:

- (1) To enable the applicant to understand the responsibilities that accompany participation in (NAME OF TDHE/TRIBE)'s Down Payment Assistance Program.
- (2) To enable the applicant to understand the home buying process,
- (3) To enable the applicant to understand and prepare to assume homeownership responsibilities and tasks,
- (4) To develop an understanding of the Down Payment Assistance Program with a goal of promoting feelings of self-respect, pride and community responsibility.

B. If available, applicants may elect to attend Post-Occupancy counseling. The cost of this counseling may be included in closing costs paid by (NAME OF TDHE/TRIBE) if the homeowner makes arrangements before the loan closing. (NOTE: THE FOLLOWING SENTENCE IS OPTIONAL SINCE THE COUNSELING COSTS ARE ELIGIBLE UNDER SECTION 202(3) OF NAHASDA.) If the homebuyer elects to attend after the loan closing, the costs of the counseling will be at the owner's expense. Post-Occupancy counseling may include the following:

- (1) Budget Counseling
- (2) Home Maintenance

(3) Refresher review of (NAME OF TDHE/TRIBE)'s Down Payment Assistance Program requirements.

C. Any counseling required by the lender of the TDHE/TRIBE shall be at no cost to the homebuyer.

14. PAYMENT OVERSIGHT

A. (NAME OF TDHE/TRIBE) shall work with the homebuyer to ensure the success of their home ownership. If, for any reason, the first mortgage loan becomes delinquent, the lender will contact (NAME OF TDHE/TRIBE). Upon receipt of any delinquent notices, (NAME OF TDHE/TRIBE) staff may contact the homebuyer to assist in resolving the problem. This intervention does not, in any way, diminish the homeowner's responsibilities to the first mortgage lender.

B. If a homebuyer is found to be in default of any portion of the first mortgage documents, (NAME OF TDHE/TRIBE) may provide or refer the home buyer to financial counseling in an effort to resolve the problem, and may:

(1) Arrange a meeting with the home buyer to discuss the default;

(2) Work with the home buyer to develop a specific plan of action to correct the default;

(3) Monitor the homebuyer's plan of action until the default is corrected.

15. APPEALS PROCESS

A. Individuals or families who have applied for the Down Payment Assistance

Program and who, for any reason, have been determined to be ineligible will be notified by (NAME OF TDHE/TRIBE) in writing. The notification shall state the reasons for ineligibility. All information relative to the rejection of the applicant shall be documented and placed in the applicant's file.

- B.** An applicant who has been determined ineligible for the Down Payment Assistance Program may request a second determination within 30 days of the date on the written notification. The applicant may resubmit eligibility documentation at the time of the second determination. A written notification of selection or denial will be provided based on the information submitted by the applicant. Other recourses for appealing a (NAME OF TDHE/TRIBE) decision may also be available and will be described in each letter of denial sent to the applicant.

APPENDIX

1. Income Limits

<http://www.huduser.org/datasets/il/il09/index.html>

2. Total Development Costs

www.hud.gov/offices/pih/publications/notices/09/pih2009-27_tdc.pdf

Sample Rehab Policy

Rehab Projects for Small Tribes



A Tradition of Native American Housing

National American Indian Housing Council

50 F Street NW, Suite 3300

Washington, DC 20001

Phone 202-789-1754

800-284-9165

REHAB PROGRAM SAMPLE POLICY

This Policy was adopted by the Board of Commissioners by Resolution # _____
on _____.

(Note: This is a model policy and the Tribe/TDHE may choose to delete or add any sections or numbers used in this sample. Should the Tribe/TDHE choose to make any changes, the Tribe/TDHE should ensure that the policy remains in compliance with the Native American Housing Assistance and Self-Determination Act.)

1. POLICY STATEMENT

- a. The Board of Commissioners / Tribal Council of the (NAME OF TDHE/TRIBE) recognizes the need to establish policies regarding the rehab work performed on homes owned by eligible homeowners who are unable to acquire assistance from other agencies. The (NAME OF TDHE/TRIBE) will provide assistance, within approved budget amounts, for the rehabilitation of privately-owned homes that are occupied by eligible families as determined by the (NAME OF TDHE/TRIBE).
- b. Homeowners who apply for assistance funded by the (NAME OF TRIBE/TDHE) using Indian Housing Block Grant funds will have to meet eligibility standards established by the (NAME OF TDHE/TRIBE) along with other agencies or financial institutions that may be partners in these programs.

2. GENERAL INFORMATION.

- a. The (NAME OF TRIBE/TDHE) will provide assistance to pay for labor, materials and related costs associated with the rehabilitation of privately-owned homes.
- b. Eligible low-income families may receive a grant up to (\$ AMOUNT TO BE DETERMINED BY TRIBE/TDHE) for the rehabilitation of their home.
- c. Participation in the rehabilitation grant program is limited to low-income families as defined by the (NAME OF TRIBE/TDHE). Participants will be required to provide documentation to verify the determination of low-income status.
- d. The Executive Director or other designated employee and/or governing body of the (NAME OF TRIBE/TDHE) shall review and approve each home rehab grant application. Eligible low-income families must make their request for a

rehabilitation grant on an application form developed by the (NAME OF TDHE/TRIBE).

- e. This assistance is a grant (or forgivable loan as determined by the TRIBE/TDHE) to the family and will be paid directly to the vendor, contractor or appropriate agency that requires specific types of fees for permits, fees, or licensing requirements to rehabilitate a house. No payments will be made to the family.

3. PURPOSE.

- a. This policy describes the type of work that is allowable and the steps that must followed to request payment for the rehabilitation work. The homeowner that requests this assistance will not be allowed to use rehabilitation funds for luxury items, as determined by the (NAME OF TRIBE/TDHE). Each request will be considered on a case-by-case basis.

(Note: If a homebuyer is a current participant in the Mutual Help Homeownership Program, paying for routine maintenance is not a eligible activity using NAHASDA funds unless the Mutual Help and Occupancy Agreement has been amended. TRIBES/TDHES should prioritize rehabilitation items to be completed in this policy. For example, roofs should be repaired before carpet being replaced.)

- b. **Repairs or Replacements** are defined as work that is done that does not improve or extend the life of the structure. Examples include replacing old carpeting with new, replacing windows with similar type, etc. Applications for this category will include a description of the items being repaired and/or replaced, and justification for their repair and/or replacement.
- c. **Betterments** are defined as work that is done that either improves or extends the life of the structure. Examples include replacing existing windows with energy-efficient windows, making a home accessible, installing a foundation, etc. Applications for this category will include a description of the items being repaired and/or replaced, justification for their repair and/or replacement, and a description of how the structure will be improved or its life extended.
- c. **Additions** are defined as any improvement made to the home that will result in additional square footage. Any request made by the homeowner to make additions or structural changes to the home shall be submitted to the (NAME OF TRIBE/TDHE) in writing with a plan and drawing of the proposed change(s) for approval.
- d. **Luxury items** are defined as (definition to be determined by the TRIBE/TDHE).

4. APPLICATION PROCESS.

- a. The (NAME OF TRIBE/TDHE) will require the homebuyer to submit the following documents:
 - (1) A completed application form requesting to use the rehabilitation funds for repairs, betterments, or additions to the unit, including information regarding the purpose of the grant as described above.
 - (2) Proof of ownership of the structure to be rehabilitated.
- b. The TRIBE/TDHE shall determine who has approval or denial authority subject to the availability of funds.

5. ELIGIBILITY REQUIREMENTS.

An individual or family must first meet the following eligibility requirements to be eligible for a rehabilitation grant from the (NAME OF TRIBE/TDHE):

- a. Be a low-income family as defined by the (NAME OF TRIBE/TDHE).
- b. Reside within the service area as defined in the (NAME OF TRIBE/TDHE)'s Indian Housing Plan.

(Note: Programs funded using Indian Housing Block Grants are generally limited to serving low-income Native American families. Families with incomes between 80-100% of median may be assisted according to 24 CFR 1000.110. In addition, non-Indian families determined to be "essential" may be eligible according to Section 201(b)(3) of the NAHASDA Statute.)

(Note: Requiring the family to reside in the service area is at the discretion of the Tribe/TDHE; however it would make it easier to administer the program by reducing travel for inspections, etc.)

6. ALLOWABLE USES

- a. Rehabilitation of home to make accessible to persons with disabilities including bathroom(s), doorways, entrance ramps, etc.
- b. Repairs and/or replacement of items that have been identified in a home inspection. Damage items that that create a hazard to the life, health, or safety of the occupants or cause serious damage to the property shall have priority over other requests.
- c. Improvements such as installation of carpet, upgrade of windows, cabinets, doors, lighting and plumbing fixtures, electrical, insulation, wood stoves, fencing, or other items as determined by the (NAME OF TRIBE/TDHE).
- d. Replacement of appliances such as kitchen stoves, refrigerators, water heaters, furnaces and other items as determined by the (NAME OF TRIBE/TDHE).

- e. Building additional bedrooms, living space, decks, or garages.
- f. Repairs shall be made in accordance with the TRIBE/TDHE's prioritization schedule.
- g. Rehabilitation funds shall not be used for luxury items as determined by the (NAME OF TRIBE/TDHE) such as hot tub, spas, swimming pools, electronic equipment, or household furniture.

8. PAYMENT FOR MATERIALS, CONSTRUCTION COSTS AND/OR CONTRACTOR SERVICES.

- a. The (NAME OF TRIBE/TDHE) will make direct payment to the party performing the work or to the vendor where the purchase for material was made using the (NAME OF TRIBE/TDHE) Purchase Order System. At no time will payments be made directly to the homeowner for any material or contractor invoices.
- b. For the construction of additions or major improvements, payments shall be processed in accordance with the adopted Procurement Policy and/or contract documents.

9. INSPECTIONS.

- a. For construction of additions or structural changes, the (NAME OF TRIBE/TDHE) will conduct an interim inspection, and upon completion of the project, a final inspection will be performed with the homebuyer or homeowner. A certification of completion will be signed by the homebuyer or homeowner along with the TRIBE/TDHE and the contractor prior to final payment being issued.
- b. All completed rehabilitation work must be inspected to assure that work completed meets any Housing Quality Standards established by the (NAME OF TRIBE/TDHE), if applicable.
- c. All homes must be inspected prior to being rehabilitated to assure that the proper level of environmental review has been conducted in accordance with the National Environmental Policy Act (NEPA) and any other applicable statutes, regulations and Executive Orders.
- d. All homes constructed prior to 1978 must have been inspected for the existence of any lead based paint prior to being rehabilitated in accordance with HUD regulations entitled Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazard in Federally Owned Residential Property and Housing Receiving Federal Assistance contained in 24CFR35.

10. RESALE RESTRICTION

- a. Documents for the Rehabilitation Program shall include resale restrictions. (For example, if the owner sell or transfers title to the home within a timeframe established by the TRIBE/TDHE, the entire amount or a designated % of the cost of rehabilitation the home may be required to be paid back to the TRIBE/TDHE.
- b. If, at any time, the owner sells or transfers title to the home, the owner must repay the (NAME OF TDHE/TRIBE) any balance due.

11. OTHER REQUIREMENTS (OPTIONAL).

- a. If the (NAME OF TRIBE/TDHE) rehabilitation program is a forgivable loan program, the homebuyer/homeowner shall be required to carry any (NAME OF TRIBE/TDHE) required insurance coverage on the home during the term of the loan.
- b. The homebuyer/homeowner shall be responsible for having warranty work performed on any manufactured appliances or materials used in the rehabilitation of their home.
- c. The (NAME OF TRIBE/TDHE) may establish warranty periods (for example, 1 year) on workmanship and products used in rehabilitation activities.
- d. The (NAME OF TRIBE/TDHE) may require the participants in any rehabilitation program to participant in counseling programs sponsored and paid for by the (NAME OF TRIBE/TDHE).
- e. All eligible applicants selected to participate in the (NAME OF TRIBE/TDHE)'s rehabilitation program shall sign a Rehabilitation Program Agreement with the (NAME OF TRIBE/TDHE).

12. Appendices

- a. Rehabilitation Program Supplemental Application
- b. Sample Rehab Program Agreement
- c. Rehab Program Checklist
- d. Rehab Program Implementation Steps

SUPPLEMENTAL APPLICATION FOR THE REHAB PROGRAM

The purpose of this program is to eliminate substandard housing conditions. Homes must be owned and occupied by the applicant, rental properties are not eligible. All eligible and verified repairs will be done by the Tribe or by direct payment to approved subcontractors. No payments will be made to the family. Repayment will only be required if the family sells the home within ten years – a lien will be placed on the home by the Tribe.

Information about home to be rehabilitated:

Applicant: _____

Address of Property: _____

Owner: Same as Applicant

Type: Stick Built Modular Mobile Home

Year Built: _____

General Condition of Home: Good Fair Poor

Information about how loan will be used:

Amount of Loan Requested: \$_____

Describe how Loan will be used (check all that apply):

- Roof Foundation Heating System Plumbing Electrical
 Siding Windows Weatherization Septic System
 Handicap Assistance (ramps, grab bars, etc.) _____

Describe below the repairs that are needed to eliminate substandard conditions:

Applicant Signature

Date

SAMPLE HOME REPAIR PROGRAM AGREEMENT

The (Tribe/TDHE), hereinafter referred to as "Tribe/TDHE", and _____ hereinafter referred to as "Homeowner", hereby agree as follows:

1. The Homeowner has applied for the Home Repair Program. Based on the information supplied by the Homeowner and verified by the Tribe/TDHE, the Homeowner has been determined to be eligible for the program.
2. An Inspection and Environmental Review of the property located at _____ has been done by the Tribe/TDHE and substandard conditions have been verified and included in the Scope of Work, which is attached and considered a part of this Agreement.
3. (Elderly Only) A grant in the amount of \$_____ has been approved. No payback of this grant is required.
4. (Non-Elderly Only) A loan in the amount of \$_____ has been approved. This loan will be amortized over _____ years and no repayment will be required if the Homeowner does not sell or otherwise transfer ownership of the home during this amortization period. If the Homeowner does sell or otherwise transfer ownership of the home during this period, the unamortized portion of the loan shall be due and payable immediately. In addition, the Tribe/TDHE will place a lien on the property during the amortization period.
5. (Non-Elderly Only) The Homeowner must agree to carry Homeowner's Insurance on the dwelling, naming the Tribe/TDHE as Loss Payee and providing insurance certificates to the tribe for same. The insurance must be in an amount necessary to protect the loan investment in the property for a minimum of ten years after the date of the loan, or until the loan obligation is satisfied.
6. The Homeowners certifies that the home described in this Agreement is the primary residence of the Homeowner, and acknowledges that if any of the information provided to the Tribe/TDHE is false or misleading, participation in this program will be terminated and all costs incurred by the Tribe/TDHE shall be due and payable immediately, including any costs associated with collecting this debt.
7. The Tribe/TDHE agrees to have all work described in the Scope of Work performed in a professional and satisfactory manner. The Homeowner agrees that no further work will be done other than the work described in the Scope of Work.
8. All work shall be done either by the Tribe/TDHE or by subcontractors selected by the Tribe/TDHE. It shall be at the Tribe/TDHE discretion as to how the work is completed. All payments related to this work shall be made directly to the vendor. No payments of any kind shall be made to the Homeowner.

Agreed to this _____ day of _____, _____ by:

TRIBE/TDHE

HOMEOWNER

REHAB PROGRAM CHECKLIST

APPLICANT: _____

ADDRESS: _____

STEP 1: ELIGIBILITY DETERMINATION

- Application complete
- Verification of Tribal Enrollment for Head or Spouse
- Copies of Social Security Cards for Head and Spouse
- Verification of Income completed (Tax Return)
- Proof of Homeownership provided (BIA TSR, Deed, Tax Statement, etc.)

STEP 2: DEFINE SCOPE OF WORK AND SIGN AGREEMENT

- Scope of Work and Estimate completed
- Environmental completed
- Certificate of Insurance provided
- Budget verified
- Agreement signed

STEP 3: COMPLETE WORK

- Procurement completed
- Work completed
- Payments processed
- Lien filed

HOUSING REHABILITATION IMPLEMENTATION STEPS

STEP ONE: PLANNING

1. Perform Community Needs Assessment
2. Create Community Strategic Plan
3. Develop Indian Housing Plan
4. Obtain funding commitment(s) for planned activities

STEP TWO: PROGRAM DEVELOPMENT

1. Develop and adopt an administrative plan for the program
 - a. Staffing
 - b. Policies
 - c. Filing System
 - d. Internal Controls
 - e. Budgeting
 - f. Scheduling
2. Develop and adopt a program policy
 - a. Program intent
 - b. Program benefits, restrictions and limitations
 - c. Eligibility requirements
 - d. Basis for selection
 - e. Building Standards
 - f. Participant responsibilities

STEP THREE: PARTICIPANT SELECTION

1. Notify community of program and solicit applications
2. Review Applications:
 - a. Eligible applicants are placed on the waiting list
 - b. Ineligible applicants are notified in writing
3. Inspect homes of applicants on the waiting list
4. Make tentative selections from the waiting list
5. Conduct environmental review
6. Finalize selections

STEP FOUR: CONSTRUCTION PLANNING

1. Hire construction project supervisor to assume responsibility for all aspects of construction planning, construction management and quality control.
2. Assess capacity to determine additional resources needed to complete work in an efficient and professional manner including:
 - a. Technical capacity to analyze problems and design repairs
 - b. Capacity to prepare material lists and cost estimates
 - c. Capacity to inspect work to ensure quality
 - d. Availability of skilled and qualified labor to perform all needed work
 - e. Availability of equipment and tools to perform all needed work

3. Procure needed technical services
4. Identify risks and develop a risk management plan
5. Obtain needed insurance
6. Perform assessment of homes
7. Determine applicable wage rates
8. Prepare scope of work, and cost estimate for each home
7. Develop plans and specifications
8. Identify tools, equipment and work force needed for work
9. Assess availability of needed resources
10. Determine production method(s)
 - a. Contract
 - b. Subcontract
 - c. Force Account
 - d. Subrecipient
11. Prepare work schedule and update cost estimate for each home
12. Execute work order and participant agreement
13. Prepare IFB (Invitation for Bid)
14. Solicit Bids
15. Review Bids to Determine bid responsiveness and eligibility
16. Verify adequate competition
17. Perform price analysis
18. Award bid
19. Hire work force

STEP FIVE: CONSTRUCTION MANAGEMENT

1. Take delivery of materials, supplies, tools, equipment
2. Maintain system of accountability for payroll, materials, supplies, tools and equipment
3. Coordinate with homeowner
4. Perform work with inspections sufficient to ensure quality
5. Monitor compliance with scope of work, plans and specifications, budget and schedule
6. Formally revise scope of work, budget and work schedule as necessary

STEP SIX: PROJECT CLOSE OUT

1. Document the satisfactory completion of the work and expenditures for each home
2. Meet with homeowner to sign off on completion and discuss applicable maintenance instructions
3. Ensure documentation is complete and sufficient to support:
 - a. Expenditure of all funds
 - b. Eligibility of the beneficiary
 - c. Compliance with program requirements including environmental review, competitive procurement, compliance with labor requirements, etc.
 - d. Compliance with program policy including the basis for selection and the benefits provided to the family
4. Report on the use of all funds and accomplishments in the Annual Performance Report or as required by each funding source

Sample Rental Lease

***ATHA
LOW-RENT
LEASE AGREEMENT***

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**ATHA LOW RENT PROGRAM
LEASE AGREEMENT**

WITNESSETH:

The Any Tribal Housing Authority, organized and existing under the laws of the Any Tribe, hereafter referred to as the Lessor or ATHA, relying upon the representations made to it by the Lessee as to his household composition, employment and income of head of household and members of the household does hereinafter enter into this Lease for the below referenced dwelling upon the following terms and conditions:

I. PREMISES

The Lessor hereby leases unto the Lessee, **Tenant's Name**, the premises at, **Tenant's Address, Any Place**, more particularly described as **Project _____**, Unit Number _____.

II. USE OF PREMISES

A. The premises shall be used as **Lessee principal residence** and occupied by Lessee exclusively as a private single family residence. Neither the premises, nor any part of the premises, shall be used at any time during the term of this Lease by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence without prior written approval of the ATHA.

B. Should Lessee, any member of Lessee's household, or Lessee's guests, engage in any criminal activity or alcohol abuse that threatens the health, safety, or right of peaceful enjoyment of the premises by other tenants, employees of Lessor, persons residing in the immediate vicinity of premises, or engage in drug related criminal activity occurring on or off the premises, this lease will be subject to immediate termination. The Lessee, any member of the Lessee household, a guest, or another person under the Lessee control shall not engage in:

1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the ATHA's housing dwelling units by other residents or employees of the ATHA.
2. Any drug-related criminal activity on or off the premises. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy, and for eviction from the unit. (For the purposes of this Lease, the term drug-related criminal activity means the illegal possession, manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance as defined in Section 102 of the Controlled Substances Act.)

For purposes of this section, criminal activity that threatens the health, safety, or right to peaceful enjoyment of the ATHA's housing premises by other residents or their

guests shall include, but not be limited to any of the following serious misconduct on, in, adjacent to, or in reasonable proximity so as to place occupants in fear of the leased premises or projects:

- Physical assault or the threat of physical assault to any person whatsoever;
 - Use of a firearm or other weapon or the threat to use a firearm or other weapon;
 - Illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use, of a controlled substance;
 - Sexual molestation, debauchery of a minor, prostitution and other similar or related serious misconduct
 - Providing alcohol to minors.
3. Alcohol abuse that the ATHA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

Any violation of this lease agreement which involves criminal activity (items (1), (2), and (3) above) shall be cause for termination of this Lease Agreement and for eviction from the leased dwelling unit. Neither an arrest or conviction need be proved to obtain Lessee's eviction for a violation of this policy.

III. TERM

The term of this Lease shall be month to month. Either party may terminate this lease upon written notice to the other of termination at least 30 days prior to the end of the month.

IV. RULES OF CONDUCT

The Lessee agrees:

- A. To refrain from, and to cause his household and guests to refrain from, destroying, defacing, damaging, or removing any part of the home or grounds.
- B. To conduct himself and cause other persons who are on the premises with his consent to conduct themselves in a manner which will not disturb his neighbors peaceful enjoyment of their accommodations and will be conducive to maintaining the neighborhood in a decent, safe and sanitary condition.

V. PAYMENTS DUE UNDER THE LEASE

The amount of rent is subject to change during the term of the Lease as determined by ATHA. The Lessee will be provided with 30 days written notice prior to the effective date of any rent increase

- A. The initial rent for the premises is \$ **TBD** per month to be paid by or on behalf of the

Lessee to the ATHA Low Rent Program at the following address: ATHA Low Rent Program, PO Box 267, 1005 8th Street, Any City, Any Place 83851. Rent shall be paid in advance on or before the first day of each month.

Payments made as rent will be applied at ATHA Discretion to any outstanding balances which may include rent, utilities, maintenance, or any other balances owed. **The ATHA retains the right to accept partial payments after a delinquency notice or termination notice has been issued. ATHA's acceptance of any such partial payments does not constitute a waiver of ATHA's rights under any such notice.**

B. Security/Cleaning Deposit: Lessee agrees to pay a security/cleaning deposit in the total amount of **\$150.00** for seniors in the Seniors Complex apartments.

Upon termination of this Lease, release of said deposit is subject to the following terms and conditions:

1. A written thirty (30) day notice to vacate.
2. At the time of termination there is no damage to the property beyond ordinary wear and tear, and the property is in the same condition of cleanliness;
3. The inspection form, made a part of this agreement, will be used to determine the condition and cleanliness of the premises at the beginning and termination of the tenancy;
4. There are no unpaid late charges, delinquent rents, or any other unpaid charges;
5. All keys must be returned, as charges will continue until the ATHA has possession. In the event keys are not returned, written notice must be submitted explaining that the keys are lost and that the premises will be vacant as of a specific date.
6. All debris, rubbish and discards are placed in proper disposal containers;
7. Forwarding address left with Lessor;
8. The deposit or remainder, if any, after any required cleaning and repair, will be refunded within ninety (90) days, contingent upon no unforeseen circumstances, by check made payable to each person signing this agreement, and mailed to the forwarding address.

C. A schedule of typical charges to Residents for maintenance and repair beyond normal wear and tear shall be posted in the ATHA office and incorporated into this lease agreement by reference. Charges are due and payable on the date stated in the notice in which the charge is made, but not later than thirty (30) days after mailing of the notice. All charges other than rent will be added to the monthly rental payment. Failure to repay all amounts owed is grounds for termination.

D. Late Charges: If the required rental payment and any other charges to the account are not received by close of business on the **10th** day of the month, ATHA staff will issue a Delinquency Notice, sent by regular mail, and a **\$15** fee will be added to the amount due. Continued delinquencies will be assessed charges in accordance with the ATHA Collection and Eviction Policy.

E. Returned Checks: Any returned check will result in a service charge of \$25.00 being added to the Lessee rental account. The ATHA reserves the right to refuse to accept further personal checks from the Resident after one personal check has been returned as a result of insufficient funds.

F. Key Deposit: Resident agrees to pay a \$10.00 nonrefundable key deposit for each key, to be paid upon signing the ATHA Lease. Additional keys may be purchased at the ATHA office for a nonrefundable fee of \$10.00 per key.

G. Upon termination, any fees or deposits collected by the ATHA will be applied first to any outstanding balances owed by the Lessee.

VI. UTILITIES

A. Lessee shall be responsible for arranging and paying for all utility services required on the premises, including water, sewer, solid waste assessment, and propane gas and electric charges. Promptly upon execution of this lease, Lessee shall furnish to the Lessor evidence that all arrangements with the proper utility companies for inception of service in Lessee name have been completed.

B. Failure on the part of the Lessee to provide all the necessary utility services, including payment for utilities or deposits for utility services, during any part of the term of this Lease is grounds for termination of the Lease.

VIII. OCCUPANCY

A. Lessee agrees that only the following persons listed below will be permitted to occupy the unit. Management must be immediately notified if changes to the household should occur. Occupancy by any persons is subject to the eligibility requirements of the ATHA Low Rent Program, including drug testing. Eligibility MUST be certified PRIOR to any additional persons taking occupancy.

Resident agrees that the persons identified below are the only persons who will reside at the leased premises:

Family Name	Member	Relation	Social Security #	Date of Birth
Last Name, First Name		Head		

B. The Lessee shall have the right to exclusive use and occupancy of the leased premises. Guests or visitors of the Lessee may be accommodated no longer than a period of **two (2)** weeks. A guest means a person in the unit with the consent of the Lessee. If any visit will extend beyond one week, the Lessee must notify the ATHA, stating the reasons for the extended visit, which must be authorized in writing by the ATHA. Failing to notify ATHA is a serious violation and constitutes cause for immediate termination.

IX. INCOME ELIGIBILITY AND CERTIFICATION

Only low income families are eligible for entry into the ATHA Low Rent Program. Low income families can not exceed 80% of median income in accordance with the HUD national **median** income guidelines **as amended annually by HUD**.

Families who are moderate and above income either during their tenancy or at the time of application are not eligible for the same benefits as low income families and must have their rental payment recalculated in accordance with the ATHA policy for non-low income families. Monthly lease payments will be calculated as follows:

- A. Families who are moderate income will be charged the Fair Market Rent published by HUD in the Federal Register.
- B. Families who are above moderate income will be charged the Fair Market Rent established by the ATHA.

All families must comply with the following:

- A. Lessee has been certified as being income and program eligible for the ATHA Low Rent Program and has signed an Income Certification Form attesting to his/her income eligibility.
- B. The Lessee agrees to provide any documentation required by the ATHA to verify annual income and other eligibility requirements.
- C. The Lessee's failure to provide accurate information, intentionally or unintentionally,

regarding income and eligibility requirements or refusal to comply with a request for information within the time allowed shall be deemed a violation of substantial obligation of his or her tenancy and constitute cause for immediate termination.

X. REDETERMINATION OF INCOME AND OTHER ELIGIBILITY REQUIREMENTS

A. At least once each year the ATHA will request in writing that the Resident furnish required information at a designated location in person in order for the ATHA to reexamine the income and program eligibility of the Resident's family.

B. Lessee agrees to furnish Lessor, once each year or more often as requested by Lessor, accurate documentation as required by the ATHA concerning income, employment, assets, and family composition for use by Lessor in determining whether and to what extent rent should be adjusted and whether Lessee continues income and program eligibility for the ATHA Low Rent Program. A failure to meet with ATHA staff or to provide accurate and complete information within **fourteen (14) days** of the request is grounds for termination of this Lease Agreement, **and rent will automatically be adjusted to reflect either the federal Fair Market Rent for the area as published in the FEDERAL REGISTER** for moderate income families or the Fair Market Rent as established by the ATHA for above income families or the ATHA ceiling rent for low-income families.

C. Lessee may request an adjustment in rent based on a change in income.

D. Lessee agrees to cooperate with the ATHA staff in documenting their eligibility. If changes to the household status occur at any time, Lessee agrees to immediately notify ATHA staff. This includes, but is not limited to, changes in:

1. household members/occupants, extended guests,
2. income or assets,
3. full-time student status,
4. need for a live-in care attendant.

Failure of the Lessee to immediately report all material changes in income, employment, assets, and family composition shall constitute grounds for termination of this agreement.

E. Upon request, Resident agrees to complete the certification process. This includes an interview with management to determine continued Program eligibility, verification of all income, asset and other eligibility information and signing a new Income Certification Form. Resident is responsible for providing all information requested that ATHA deems necessary to determine income and program eligibility. Occupancy is subject to continuing eligibility under the ATHA Low Rent Program requirements.

F. Lessee shall report all material changes in income, employment, assets, and family composition within thirty (30) days of such change and such failure to so report shall constitute

grounds for termination of this agreement.

G. If it is found that Lessee now or hereafter misrepresents, **intentionally or unintentionally**, to Lessor his income, employment, assets, or family composition, then such misrepresentation shall constitute grounds for termination of the lease agreement

XI. RENT SIZE & ADJUSTMENTS

A. In the event of any rent adjustment, Lessor will provide a Notice of Rent Adjustment to Lessee.

B. If a change in income reported prior to the 15th of the month results in a decrease in rent, the new rent will become effective the first of the month in which it was reported.

C. If a change in income reported after the 15th of the month results in a decrease in rent, the new rent will become effective the first of the subsequent month.

D. If a change in income results in an increase in rent, the new rent will become effective on the first day of the 2nd month following the change in income.

E. If it is found that Lessee now or hereafter **INTENTIONALLY OR UNINTENTIONALLY** misrepresented to Lessor his income, employment, assets, or family composition, then in the event of an increase the rent will be adjusted retroactive to the date of the prior determination and is grounds for termination of this agreement. In the event of a decrease, the rent will be adjusted to the date in which it is reported.

F. Should Lessor determine that the size of premises is insufficient for or exceeds Lessee family composition in accordance with the Occupancy Standards adopted by the ATHA, Lessor shall notify Lessee that this agreement will be terminated when an appropriate size unit is or becomes available.

XII. CONDITION OF PREMISES

Lessee stipulates that he has examined the premises, including the grounds, buildings, improvements and appliances, and that they are, at the time of this Lease, in good order, good repair, safe, clean and tenable condition and accepted the same AS IS, AND WITH ALL FAULTS. The Move-In Inspection form, made a part of this agreement by reference, will be used to determine the condition and cleanliness of the premises at the beginning and termination of tenancy.

XIII. MAINTENANCE AND REPAIR

A. Lessee will, at his sole expense, keep and maintain the leased premises, including the grounds, storage units, improvements and appliances in good order, good repair, safe and clean

and sanitary.

B. Lessor shall make all necessary repairs, alterations and improvements to the dwelling with reasonable promptness at its own cost and expense, except for any repair due to Lessee's misuse, waste, or neglect, or that of Lessee's employee, family, agent, or visitor, which shall be billed to Lessee by an itemized statement. Charges are due and payable on the date stated in the notice in which the charge is made, but not later than 30 days after delivery of the notice.

Such charges will be billed by the Lessor as additional rent.

C. Lessee shall notify Lessor promptly of all known need for repairs and of any known unsafe conditions in the common areas and grounds of the project, which may either lead to damage or to injury.

D. Such damage, due to Lessee's misuse, waste, or neglect, or that of Lessee's service contractor, family, agent, or visitor is grounds for termination of this agreement.

E. Lessee shall notify Lessor promptly of any condition requiring repair. If the Lessee fails to notify the ATHA in an expeditious manner, the ATHA shall have the work done, and charge the cost thereof to the Lessee.

F. Any work performed by the ATHA shall be documented by a work order stating the nature of and charge for the work.

XIV. HOUSEKEEPING STANDARDS

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

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

B. Lessee Responsibility: Lessee is required to abide by the standards set forth below. **Failure to abide by the Housekeeping Standards that result in the creation or maintenance of a threat to health or safety is a violation of the Lease terms and can result in eviction.**

B. Housekeeping Standards: Inside the Unit

General-

- Walls should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
- Floors should be clean, clear, dry and free of hazards
- Carpets should be cleaned by regular vacuuming and shampooing
- Ceilings 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 top 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. Heavy pots and pans should not be stored under the sink.
- 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 put away in a timely manner.
- 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 excessive mold and mildew. Where applicable, shower curtains should be in place, and of adequate length.
- 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 neat and clean.
- Other closets should be neat and clean.
- No highly flammable materials should be stored in the unit.
- Other storage areas should be clean, neat and free of hazards.

D. Housekeeping Standards: Outside the Unit

The following standards apply to family and scattered site development only; some standards apply only when the area noted is for the exclusive use of the Lessee:

- 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. 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 Lessee's expense; including lawn mowing.
- Laundry areas should be clean and neat. Remove lint from dryers after use.
- Utility room should be free of debris, motor vehicle parts, and flammable materials.

XV. ALTERATIONS AND IMPROVEMENTS

- A. Lessee 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 Lessor.
- B. All alterations, changes, and improvements built, constructed or placed on the premises by Lessee, with the exception of fixtures removable without damage to the premises, and removable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the premises at the termination of this Lease.

XVI. RIGHT TO INSPECTION

- A. Lessor's agents shall have the right at all reasonable times during the term of this lease to enter the premises without notice for the purposes of inspecting the premises and all buildings and improvements thereon to verify that Lessee is meeting his maintenance and housekeeping, to provide maintenance and housekeeping counseling, and to ensure program compliance. In the event that the Lessor accesses the Lessee's premises without prior notice, Lessor will promptly notify Lessee in writing of the date, time and purpose of such entry.
- B. Lessee's refusal to allow Lessor to enter the premises and all buildings as herein set forth is grounds for termination of this agreement.

XVII. EDUCATION/COUNSELING

As a condition of continued participation in the ATHA housing programs, Lessee will attend and satisfactorily complete Housing Education / Counseling provided by ATHA in accordance with the ATHA Housing Counseling Policy.

If Lessor deems it advisable or necessary, Lessee will attend as many one-on-one Housing Education/Counseling sessions as ATHA requires to meet the requirements with respect to property maintenance, housekeeping standards, financial management, and such other matters as may be appropriate.

Failure to comply with the Housing Education/Counseling requirements is grounds for termination.

XVIII. ANIMALS

Lessee shall keep no domestic or other animals on or about the leased premises without the prior, express and written consent of Lessor. Lessor reserves the right to remove unapproved, vicious, unattended, or unrestrained animals at Lessee's expense.

XIX. VEHICLES, VEHICLE PARTS & DEBRIS

Lessee agrees to park only in carports, garages, and on driveways and parking pads. Parking on the grass is prohibited. Vehicle registration is required for all vehicles owned by the Lessee. Unauthorized vehicles or vehicles which are in disrepair which have remained marked for any prolonged period will be tagged for removal with seven days' notice. Towing will be at Lessee's expense.

Lessee also agrees not to keep damaged or otherwise unusable, vehicle parts, appliances, furniture, animals, or animals parts, or other debris, on the premises. Any such items may be removed by Lessor at Lessee's expense.

XX. ATHA POLICIES

The Lessee is subject to the policies of the ATHA Low Rent Program as they now exist or as they may hereafter be amended. Violation of the same is grounds for termination of this agreement.

XXI. RISK OF LOSS/INSURANCE

Lessor shall provide fire and other peril insurance on the premises, however, Lessor shall not be responsible for the loss of Lessee's property by fire, theft or any other reason. **IT SHALL BE THE SOLE RESPONSIBILITY OF LESSEE TO OBTAIN FIRE AND other peril**

INSURANCE COVERING THEIR PERSONAL PROPERTY. In the event of any loss, the Lessee shall pay the insurance deductible. In the event of any theft resulting in damage to the premises, the Lessee shall file a police report and shall pay for all damages.

XXII. QUIET ENJOYMENT

Lessor covenants that on paying the rent and performing the covenants contained in this Lease Agreement, Lessee shall peacefully and quietly have, hold, and enjoy the premises for the agreed term, except for serious or repeated violation of the terms of this lease or applicable Federal, Tribal, State, or Local laws.

XXIII. FIRE

IT IS FURTHER AGREED that in the event said premises shall become untenable by reason of fire or other casualty, this Lease shall terminate and each party shall be relieved of all future liabilities hereunder.

XXIV. ASSIGNMENT AND SUBLETTING

Subletting and assignment of this lease are not permitted.

XXV. TRANSFERS

No transfers will be permitted unless construction rehabilitation plans necessitate such a move as determined by the ATHA.

XXVI. DEFAULT

A. In the event of the default of any material provision of this lease by the Lessees (and each covenant, provision, term and condition herein is considered a material provision and a consideration for the execution of this lease, and time is of the essence of each and every of the foregoing), the Lease, at the option of Lessor, shall terminate and be forfeited and Lessor shall be entitled to possession of the premises. Lessee shall be given thirty (30) days written 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, except for a breach as described in Sections II and IV which can not be cured. If the default or breach (except for Sections II and IV) is not cured within thirty (30) days, Lessor may immediately terminate the Lease and bring an action for the Lessee's unlawful detainer and/or pursue any other remedy which may be available under the law or in equity.

B. With respect to any Notice hereunder Lessee is entitled prior to any court hearing or trial to examine any relevant documents, records, or regulations directly related to the termination or eviction.

XXVII. ABANDONMENT OF PERSONAL PROPERTY

Upon expiration of the term of this lease or earlier termination the ATHA may dispose of any item of personal property abandoned by the Lessee in any manner deemed suitable by the ATHA. Proceeds, if any, after such disposition, may be applied to the payment of amounts owed by Lessee to Lessor.

XXVIII. NOTICES

Any notices or demand to be given, served, or made shall be validly and sufficiently given, served, or made, if from the Lessor to the Lessee, if the same is deposited in the United States mail, by certified mail, return receipt, postage prepaid, addressed to the Lessee at: _____ **(Lessee's Mailing Address)**; and, if from the Lessee to the Lessor, if the same is deposited in the United States Mail, by certified mail, return receipt, postage prepaid, addressed to the Lessor at: **PO Box 267, 1005 8th Street, Any City, Any Place 83851**. The service of such notice shall be deemed complete by the said deposit thereof in the United States Mail as aforesaid. Either party may, by notice to the other in writing, designate a different place to which notices shall be sent.

XXIX. WAIVERS

No waiver by the Lessor of any term, covenant or, condition of this lease shall be construed as a continuing waiver thereof, nor a waiver of any other term, covenant, or condition of this lease. Each and every default on the part of the Lessee shall be considered a separate and a new breach of the lease, irrespective of whether or not other defaults exist at that time.

XXX. ATTORNEY FEE & COSTS

In the event of the necessity of legal process to enforce any covenant of this lease to be performed on the part of either Lessor or Lessee, the prevailing party in such suit shall be entitled to receive from the losing party a reasonable sum as attorney's fees in such action to enforce the covenants of this contract, and the Court in which judgment is rendered in suit or action shall fix the reasonable attorney's fees to be taxed as costs in such suit.

XXXI. LESSEE'S PROPERTY

Any property belonging to the Lessee and subject to removal by them shall be removed not later than the date of the termination of the Lease. A failure to so remove said property, or any part thereof, as aforesaid, shall forfeit the Lessee's right to remove the same, and such property so remaining, and the whole thereof, shall belong to and be retained by the Lessor.

XXXII. MODIFICATION

Modifications of this Lease must be accompanied by a written rider to the Lease executed by the ATHA and the Lessee, except for rent determinations, eligibility for ATHA Low Rent Program, appropriateness of dwelling size, schedules of special charges for services, repairs and utilities, and rules, regulations, and policies which are incorporated in the Lease by reference.

Matters incorporated in the Lease by reference shall be publicly posted in a conspicuous manner in the ATHA office and a copy shall be furnished to Lessee on request. If such schedules, rules and regulations are modified materially, the ATHA shall give at least 30-day written notice to each affected Lessee setting forth the proposed modification, the reasons therefore, and provide the Lessee an opportunity to present written comments which shall be considered by the ATHA prior to the effective date of the proposed modification.

XXXIII. NUMBER AND GENDER

Whenever used in this Lease Agreement, 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.

XXXIV. GOVERNING LAW

This agreement shall be interpreted and construed in accordance with and governed by the laws of the Any Tribe. The parties further agree that any action which may be brought as a result of this agreement shall **first** be in the Any Tribal Court.

XXXV. SEVERABILITY

If any portion of this agreement shall be found to be void or unenforceable, it shall in no way effect the validity and enforceability of any other provision hereof. If any portion of this Lease Agreement shall be found to be in conflict with any of the provisions of the ATHA policies as they now exist or as they may hereafter be revised or added to by the ATHA, the provisions of the ATHA policies shall prevail.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written, and by their signature below, the Lessee certifies that the terms of this Lease have been read and explained by the Lessor and are understood by the Lessee.

LESSEE **DATE**

ATHA Counselor/Preparer **DATE**

Executive Director, ATHA **DATE**

ATTACHMENTS PROVIDED EXISTING RESIDENTS	LESSEE(S) SIGNATURE OF RECEIPT
Maintenance Policy	
Housing Counseling Policy	
Move-In Inspection Checklist	
Move-Out Preparation Checklist	
Drug Policy	
Copy of Lease Agreement	

ATTACHMENTS PROVIDED FOR NEW MOVE-INS	LESSEE(S) SIGNATURE OF RECEIPT
Maintenance Policy	
Housing Counseling Policy	
Move-In Inspection Checklist	
Move-Out Preparation Checklist	
Drug Policy	
Copy of Lease Agreement	

One-on-One Counseling Tools

Housing Counselor's Troubleshooting Tools

The following tools were developed to assist housing counselors in their efforts to help families overcome the obstacles to homeownership. The three most common obstacles faced by prospective homebuyers are poor credit, excessive monthly debt payments, and the lack of down-payment money.

Credit Rebuilding Letters are included in the *Pathways Home: A Native Guide to Homeownership*. They can be used by a housing counselor or provided to a customer to initiate and document a constructive dialogue with creditors and credit-reporting agencies to assist in rebuilding credit.

The **PowerPay® Debt-Reduction System** developed by F. Dean Minor, Jr. and Judy L. Harris of Utah State University addresses the issue of excessive debt. **PowerPay®** can be used by housing counselors to help their customers achieve an acceptable debt-to-income ratio for mortgage-loan qualification by applying the most strategic and effective repayment methods for accelerated debt reduction.

Budgeting Worksheets can assist the housing counselor in developing a spending plan to achieve homeownership goals. A housing counselor can use these tools to help a customer establish a realistic budget, identify wasteful spending, and accumulate the savings needed for a down payment. There various approaches to budgeting as reflected by the various forms available. Additional information and sample forms may be found in *Building Native Communities Financial Skills for Families*.

The **Intake Form, Part 1** and the **Client Needs Assessment, Part II** are tools developed by the Nez Perce Housing Authority to assist the housing counselor gather and analyze information to develop a client action plan tailored to the specific needs of the client. These documents provide the essential data to track overall program activity and individual client progress.

Eliminate debt faster by making power payments.

Welcome to PowerPay 5.0!

PowerPay will give you the tools to develop a personalized, self-directed debt elimination plan. Discover how quickly you can become debt free, and how much you can save in interest costs by following your debt reduction plan. Utah State University Extension is pleased to provide this debt management tool without any cost to consumers worldwide. Below are a few exciting features of PowerPay 5.0. Login to the right and start gaining control of your financial future today!

- **PowerPay:** How soon can I be out of debt?
Eliminate debt faster by making power payments.
- **Spending Plan:** How much am I spending?
Compare what you spend to that recommended by financial experts.
- **PowerSave:** How much am I saving?
Project savings using the different PowerSave options.
- **Calculators:** How can I look at my finances quickly?
Calculate house and transportation costs, emergency savings and more.
- **Education Center:** How can I learn more?
View PowerPoint presentations, articles and fact sheets about various financial topics.

You must login before using PowerPay.

Username:

Password:

[Forgot Password?](#)

[New? Sign Up Now](#)

PowerPay 5.0 created through the cooperative efforts of [Utah State University Extension](#) and [WebAIM.org](#).
Please [CONTACT US](#). We welcome your feedback or questions.

Secured

AHA

Part II
Client Assessment

Section 1: Request for Housing Assistance

ASSITANCE DESIRED

Applicant Name: _____ **Co-Applicant Name:** _____

Indicated type of housing assistance you are requesting (Check all that apply):	
Low Rent <input type="checkbox"/> Lease/Purchase <input type="checkbox"/> Home Purchase <input type="checkbox"/> Senior Apartments <input type="checkbox"/> Reha <input type="checkbox"/> DP <input type="checkbox"/> Otl <input type="checkbox"/>	
What is your family's current housing situation? OWN <input type="checkbox"/> RENT <input type="checkbox"/> LIVE W/FAMIL <input type="checkbox"/> MH <input type="checkbox"/> SH <input type="checkbox"/> Other <input type="checkbox"/>	
Have you ever been a AHA participant? YES <input type="checkbox"/> NO <input type="checkbox"/>	
How much is your current house payment? housing?	How much would you be willing to pay monthly for
Have you or a member of your family ever been convicted of a felony? YES <input type="checkbox"/> NO <input type="checkbox"/> If yes please explain on a separate piece of paper.	
Prior to receiving any housing assistance, you must complete satisfactorily AHA's drug testing requirements at your own expense. Do you understand that positive results will result in a withdrawal of housing assistance? <input type="checkbox"/> YES <input type="checkbox"/> NO	
SIGNATURE CLAUSE	
<p>I understand that the AHA is relying on this information to verify my household's eligibility for AHA housing assistance programs. I certify that all information and answers to the questions contained in this application are true and complete to the best of my knowledge. I authorize consent to have the AHA verify the information contained in this application for purpose of proving my eligibility for occupancy and/or any other housing assistance provided by the AHA. I will provide all necessary information including source(s) of all types of income, names, addresses, phone numbers, account numbers where applicable and any other information required for expediting the application process. I hereby authorize and instruct the AHA to obtain and review my credit report for prequalifying purposes. I consent to release of information to determine my eligibility including minors who will reside in the home.</p> <p>I understand that providing false information or making false statements is grounds for denial of my application. I also understand that such action may result in criminal penalties. I further understand that the AHA will require drug testing at my expense at the time of preselection, and that the AHA can at any time require drug testing or a criminal background check on any of the applicants and occupants residing in or applying to reside in the home. It is understood that assistance may be denied or discontinued as a result of allegations or conviction of a crime or any other violation of the AHA policies.</p> <p>My signature below also authorizes the release of account information from and to other financial institutions that I have supplied to the AHA in connection with such evaluation. In other words, I understand that the processing of this application will require providing my information to an agency as well as an agency providing personal information to the AHA. I understand that acceptance for occupancy is contingent on all occupants meeting AHA's resident selection criteria and the applicable program requirements and policies as they now exist or as they may hereafter be amended.</p>	

Applicant Signature _____ Date _____ Co-Applicant _____ Date _____

Housing Counselor Signature _____ Date _____

SECTION 4: Housing Counseling Agreement

It is a proven fact that Housing Counseling sessions and Homebuyer Education classes prevent problems for renters and homebuyers. In order to obtain housing assistance from the AHA, pre- and post-counseling are required by AHA policy. The pre-counseling will include at least 4 to 12 hours of homebuyer or renter education instruction offered in group sessions, depending on the program assistance requested. Post-counseling may also be required on a month to month basis.

Classes will be conducted by AHA Housing Counselors in the AHA Conference Room. All housing counseling requirements apply to the head or head of household; consequently, both heads of household or the equivalent must complete the required classes and housing counseling sessions.

Please indicate by your signature below that you understand that your participation in the Housing Counseling Program is a requirement for acceptance to the program and for continued occupancy. By your signature below you also agree to contact an AHA Housing Counselor to arrange for your participation in our classes.

Applicant Signature	Date	Co-Applicant Signature	Date
----------------------------	-------------	-------------------------------	-------------

Housing Counseling Agreement

Date of Interview: _____ Desired Move-In Date: _____
Comments:

AHA CLIENT MEETING LOG

Client Name(s)

	Initial Contact: <input type="checkbox"/> In-person <input type="checkbox"/> Phone
--	---

<p>Initial Actions</p> <p><input type="checkbox"/> Discussed client goals</p> <p><input type="checkbox"/> Discussed AHA programs/policies</p> <p><input type="checkbox"/> Determined income</p> <p><input type="checkbox"/> Developed spending plan</p> <p><input type="checkbox"/> Reviewed credit</p> <p>Debt Relief Actions</p> <p><input type="checkbox"/> Track expenses</p> <p><input type="checkbox"/> Follow spending plan</p> <p><input type="checkbox"/> Reduce living expenses</p> <p><input type="checkbox"/> Share expenses with someone</p> <p><input type="checkbox"/> Move to less expensive housing</p> <p><input type="checkbox"/> Sell assets</p> <p><input type="checkbox"/> Seek employment/add income</p> <p><input type="checkbox"/> Arrange payments with creditors</p> <p><input type="checkbox"/> Send hardship letter to creditors</p> <p><input type="checkbox"/> Get loan from relatives</p> <p><input type="checkbox"/> Get consolidation loan/refinancing</p> <p><input type="checkbox"/> Voluntary Assignment</p> <p>AHA Program Recommendations:</p> <p><input type="checkbox"/> Budget Counseling</p> <p><input type="checkbox"/> Financial Literacy</p> <p><input type="checkbox"/> Low-Income Rental</p> <p><input type="checkbox"/> Lease Purchase or Option Program</p> <p><input type="checkbox"/> Mortgage Financing</p> <p><input type="checkbox"/> Down Payment/Closing Cost Assistance</p> <p><input type="checkbox"/> Refinancing</p> <p><input type="checkbox"/> Maintenance Counseling</p> <p><input type="checkbox"/> Revolving Loan</p> <p><input type="checkbox"/> ICDBG Rehab Loan</p> <p><input type="checkbox"/> Emergency Repair Loan</p> <p><input type="checkbox"/> Elder TBRA Program</p> <p><input type="checkbox"/> Group Workcamps</p> <p><input type="checkbox"/> Construction Services</p> <p><input type="checkbox"/> IDA</p> <p><input type="checkbox"/> Other</p> <p>HC TRACK RECOMMENDATION:</p> <p><input type="checkbox"/> EXTENDED TRACK</p> <p><input type="checkbox"/> SHORT TRACK</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="height: 20px;">Session/Contact Date</td></tr> <tr><td style="height: 20px;"></td></tr> <tr><td style="height: 20px;"></td></tr> <tr><td style="height: 20px;"></td></tr> <tr><td style="height: 20px;">Session/Contact Date</td></tr> <tr><td style="height: 20px;"></td></tr> <tr><td style="height: 20px;"></td></tr> <tr><td style="height: 20px;"></td></tr> <tr><td style="height: 20px;">Session/Contact Date</td></tr> <tr><td style="height: 20px;"></td></tr> <tr><td style="height: 20px;"></td></tr> <tr><td style="height: 20px;"></td></tr> <tr><td style="height: 20px;">Session/Contact Date</td></tr> <tr><td style="height: 20px;"></td></tr> <tr><td style="height: 20px;"></td></tr> <tr><td style="height: 20px;"></td></tr> <tr><td style="height: 20px;">Session/Contact Date</td></tr> <tr><td style="height: 20px;"></td></tr> <tr><td style="height: 20px;"></td></tr> <tr><td style="height: 20px;"></td></tr> <tr><td style="height: 20px;">Session/Contact Date</td></tr> <tr><td style="height: 20px;"></td></tr> <tr><td style="height: 20px;"></td></tr> <tr><td style="height: 20px;"></td></tr> <tr><td style="height: 20px;">Session/Contact Date</td></tr> <tr><td style="height: 20px;"></td></tr> <tr><td style="height: 20px;"></td></tr> <tr><td style="height: 20px;"></td></tr> <tr><td style="height: 20px;">Session/Contact Date</td></tr> <tr><td style="height: 20px;"></td></tr> <tr><td style="height: 20px;"></td></tr> <tr><td style="height: 20px;"></td></tr> <tr><td style="height: 20px;">Session/Contact Date</td></tr> <tr><td style="height: 20px;"></td></tr> <tr><td style="height: 20px;"></td></tr> <tr><td style="height: 20px;"></td></tr> </table>	Session/Contact Date				Session/Contact Date				Session/Contact Date				Session/Contact Date				Session/Contact Date				Session/Contact Date				Session/Contact Date				Session/Contact Date				Session/Contact Date			
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Monthly Budget Worksheet

Expenses	Current	Modify	Revised	Comments
HOUSING				
Housing Payment				
Garbage Fees				
Electricity/gas				
Water/Sewer				
Cell phone/Phone				
Internet				
Cleaning Supplies				
Monthly repairs				
Yard care				
Pest control				
Subtotal				
FOOD				
Groceries				
Food at work				
School lunches				
Subtotal				
SAVINGS				
Emergencies				
Down Payment				
Retirement				
Subtotal				
CAR				
Gas/oil				
Car repairs/maint.				
Insurance				
Subtotal				
PERSONAL				
Personal Items				
Diapers				
Child Care				
Child support/alimony				
Tobacco				
Alcohol				
Subtotal				
INSURANCE				
Health Insurance				
Other				
Subtotal				
MEDICAL				
Medication				
Doctor/Dental Visits				
Other				
Subtotal				
CLOTHING				
Clothing				
Other				
Subtotal				
GIFTS & DONATIONS				
Birthday/Xmas				
Church				
Other				
Subtotal				
EDUCATION				
Fees/Books/Supplies				
Other				
Subtotal				
ENTERTAINMENT				
Movie rentals/cable				
Gambling				
Athletic events/crafts/hobbies				
Pow Wows				
Eating Out				
Other				
Subtotal				
OTHER				
Other				
TOTAL EXPENSES				

COUNSELOR USE

INITIAL RECURRING DEBT (MONTHLY)			RECURRING DEBT (MONTHLY)		
	≤10 Mo.	≥ 11 Mo. +		≤10 Mo.	≥ 11 Mo. +
Car Payments	\$ _____	\$ _____	Car Payments	\$ _____	\$ _____
Car Payments	\$ _____	\$ _____	Car Payments	\$ _____	\$ _____
Credit Card:	\$ _____	\$ _____	Credit Card:	\$ _____	\$ _____
Credit Card:	\$ _____	\$ _____	Credit Card:	\$ _____	\$ _____
Credit Card	\$ _____	\$ _____	Credit Card	\$ _____	\$ _____
Past due IRS taxes:	\$ _____	\$ _____	Past due IRS taxes:	\$ _____	\$ _____
Department store loans	\$ _____	\$ _____	Department store loans	\$ _____	\$ _____
Child support payments	\$ _____	\$ _____	Child support payments	\$ _____	\$ _____
Alimony	\$ _____	\$ _____	Alimony	\$ _____	\$ _____
Mortgage Payment	\$ _____	\$ _____	Mortgage Payment	\$ _____	\$ _____
Educational loans	\$ _____	\$ _____	Educational loans	\$ _____	\$ _____
Bank loans	\$ _____	\$ _____	Bank loans	\$ _____	\$ _____
Medical	\$ _____	\$ _____	Medical	\$ _____	\$ _____
Other	\$ _____	\$ _____	Other	\$ _____	\$ _____
Other	\$ _____	\$ _____	Other	\$ _____	\$ _____
TOTAL 10 \$ _____			TOTAL 10 \$ _____		
11 \$ _____			11 \$ _____		
GRAND TOTAL (Lines 10 & 11) 12 \$ _____			GRAND TOTAL (Lines 10 & 11) 12 \$ _____		

INITIAL RATIOS		RATIOS	
13. Annual Income (Part I, Line 9)	13. \$ _____	13. Annual Income (Part I, Line 9)	13. \$ _____
14. Monthly Income (Line 13/12 mo.)	14. \$ _____	14. Monthly Income (Line 13/12 mo.)	14. \$ _____
15. Max. Allowable Debt (Line 14 _____ X _____%)	15. \$ _____	15. Max. Allowable Debt (Line 14 _____ X _____%)	15. \$ _____
16. Monthly debt (Line 12)	16. \$ _____	16. Monthly debt (Line 12)	16. \$ _____
17. Amount Available for House Payment (Line 15 - Line 16)	17. \$ _____	17. Amount Available for House Payment (Line 15 - Line 16)	17. \$ _____
18. Max. House Payment Potential (Line 14 _____ X _____%)	18. \$ _____	18. Max. House Payment Potential (Line 14 _____ X _____%)	18. \$ _____
19. Max. Amount Available for House Payment (Enter the lesser amount from line 17 or 18)	19. \$ _____	19. Max. Amount Available for House Payment (Enter the lesser amount from line 17 or 18)	19. \$ _____

DETERMINING MAXIMUM MORTGAGE AMOUNT (P&I):

A. Interest of _____ % @ _____ Years = Factor Amount of \$ _____

B. Line 19/ \$ _____ (Factor) X \$1,000 = **20** \$ _____

CALCULATING ESTIMATED ENTRY COSTS & SAVINGS NEEDED	
1. Closing costs estimate (use 2.5% for estimating):	\$ _____ (1)
2. Down payment estimated costs:	\$ _____ (2)
3. Prepaid expenses:	\$ _____ (3)
4. Total investment costs estimated (1+2+3):	\$ _____ (4)
5. Entry cost assistance available from AHA (if you qualify):	\$ _____ (5)
6. Other entry cost assistance from _____:	\$ _____ (6)
7. Other entry cost assistance from _____:	\$ _____ (7)
8. Enter cash you presently have saved:	\$ _____ (8)
9. Total available funds (Add lines 5+6+7+8):	\$ _____ (9)
10. Additional dollars needed (line 4 - line 9):	\$ _____ (10)
11. Amount of discretionary income you can set aside each month for additional entry costs:	\$ _____ (11)
12. Number of months needed to save additional required entry costs (divide line 10 by line 11):	\$ _____ (12)

TYPE: Acq existing (____yrs.) Rehab Acq(New) New mgfg. New Stick Built
 Homeownership (New) Other Lease Purchase Mutual Help
 LAND: Tribal Trust Allotted Trust Fee
 DATE CLASSES COMPLETED: 1____ 2____ 3____ 4____ 5____ 6____ 7____ 8____

SUMMARY ASSESSMENT

21.	Income (line 9)	_____
22.	Monthly Income (line 21 / 12mo.)	_____
23.	Houing Ratio (% X line 22)	_____
24.	Debt Ratio (%X line 22) (Use 41% for 184 Loan Guarantee)	_____
25.	Total Monthly Recurring Debt (line 12)	_____
26.	Subtract Line 25 from 24 for Available Monthly PITI	_____
27.	Max. Amt. Avail. For PITI (lesser of line 23or 26)	_____
28.	Purchase Price of House	_____
29.	Rehab Costs	_____
30.	Closing Costs (est. using 2.5% or complete 184 worksheet)	_____
31.	Prepays (est.)	_____
32.	Total Est. Cost (28+29+30+31)	_____
33.	Entry Cost Assistance	_____
34.	Balance Needed (line 33 - 32)	_____
35.	Loan Amount Available (LTV _____% X Appraised Value)	_____
36.	Additional Funds Needed based on LTV (Line 32-35-33)	_____

COMPENSATING FACTORS

CREDIT REPORT SUMMARY

Date	Credit Score			# of 30 Days Late			# of 60 Days Late			# of 90 Days Late		
	EXP	TUC	EFX	6m	12m	24m	6m	12m	24m	6m	12m	24m
Applicant												
Co-App.												
Applicant	Collections?			Judgments?			Unpaid Liens?			Bankruptcy? Date: _____		
Co-App.	Collections?			Judgments?			Unpaid Liens?			Bankruptcy? Date: _____		

PROGRAM RECOMMENDATIONS

DOCUMENT STATUS

Lease	TSR	Survey	Map	Appraisal
ER Rev.	ER Assessment	Cultural Resources	SHPO	Flood Certif.
Plans/Specs	Cost Est.	Builder Info.	Insp.	Sales Agreement
HUD 1	TIL	Lender's Verification	Insur.	Other

Counselor Recommendation _____ Date: _____

OBSTACLES

OBSTACLE 1

CORRECTIVE ACTION STEPS (SPECIFIC)		
Number	Steps to Resolve Obstacle 1:	Anticipated Completion Date
STEP 1		
STEP 2		
STEP 3		
STEP 4		
Overall Anticipated Achievement Date:		

OBSTACLE 2

CORRECTIVE ACTION STEPS (SPECIFIC)		
Number	Steps to Resolve Obstacle 1:	Anticipated Completion Date
STEP 1		
STEP 2		
STEP 3		
STEP 4		
Overall Anticipated Achievement Date:		

Summary of Overall Commitment Dates

Description of Commitment	Date	Status
Completion of Corrective Action I		
Completion of Corrective Action II		
Completion of Corrective Action III		
Completion of Corrective Action IV		
TSR/Lease/Conditional Conveyance		
Mortgage Application		
Loan Commitment		
Closing Date Established		

SCHEDULE OF COUNSELING APPOINTMENTS

Month	Day	Night	Date/Time Preferences	Status
January				
February				
March				
April				
May				
June				
July				
August				
September				
October				
November				
December				

I understand that this **Client Action Plan** represents my commitment to work towards removing the obstacles to acquiring a mortgage to purchase a home, obtain financing to rehab a home, or achieve personal budgeting goals. I agree to complete the plan described above by the date of _____. I understand that personal financial success is contingent upon my commitment to carry out the Client Action Plan as described above. I am committed to this plan and to working with the AHA Counselor and other partners on an ongoing basis.

IN WITNESS WHEREOF, the parties have herunto set their hands and seals the day.

_____	_____
Lessee	Date
_____	_____
Lessee	Date
_____	_____
AHA Counselor	Date
_____	_____
AHA Executive Director	Date

Summary of Overall Commitment Dates

Commitment	Anticipated Date	Status	Revised Date
Completion of Corrective Action 1			
Completion of Corrective Action 2			
Completion of Corrective Action 3			
Completion of Corrective Action 4			
TSR/Lease			
Loan Application			
Purchase Agreement			
Loan Commitment			
Closing			
Move-in			

Sample Noncompliance letters

August 24, 2011

HAND DELIVERED

Helen Hoarder
PO Box 007
somewhere

RE: Project

Dear Joan;

We are returning your check dated today for \$3,000.00. Unfortunately, this letter is to inform you we are proceeding with the Notice of Termination dated September 29, 2011. We cannot accept partial payment of your arrears.

Additionally, the condition of the home is such that it is uninhabitable. We are concerned for your health and safety. However, we would prefer for you to voluntarily vacate the premises and we are prepared to help you relocate.

Please contact me at 208-686-2021 and make an appointment to meet with me if you have any questions.

Sincerely,

HIGH RISK OCCUPANCY AGREEMENT

This agreement made this 20th day of September, 2010, by the ANY TRIBAL HOUSING AUTHORITY, hereinafter ATHA, and DONALD DOPIE, hereinafter referred to as LESSEE.

RECITALS

1. Whereas, the ATHA manages a Low Rent Program which provides participants with subsidized rental assistance;
2. Whereas, the Low-Rent Agreement (Lease) and the ATHA policies require that the Low-Rent Participants must have the financial capacity to meet the minimum rent of \$125.00 per month and the obligations required by the Lease;
3. Whereas, ATHA is the owner of that certain residence, known as Project ____ Unit No. _____, located at _____, Idaho;
4. Whereas, LESSEE rents said unit from ATHA pursuant to that certain Low-Rent Lease dated _____;
5. Whereas, LESSEE are not in compliance with the policies of the ATHA, have a history of chronic delinquency, engage in violent acts, cause disturbances to the surrounding community, and have been found with possession of drugs, and lack good personal financial habits; and
6. Whereas ATHA agrees to rent said premises on a month-to-month probationary basis in accordance with the requirements of the lease and the policies of the ATHA contingent upon the LESSEE performing the following conditions:
 - a. Complete follicle hair drug testing as specified by the ATHA at American Drug Testing every six months reflecting negative results for illegal substances. Results from testing must be provided by the American Drug Testing directly to the Executive Director of the ATHA. Lessees will be responsible for all costs associated with drug testing.
 - b. Complete UA drug testing as requested by the ATHA for the term of the Probationary Status Agreement at randomly selected times as determined by the ATHA. Lessees will immediately test upon requests and will be responsible for all costs associated with drug testing.
 - c. Obtain and maintain stable employment in order to meet financial obligations of leasing a home and reduce subsidy provided to fill the gap between the minimum rent and the ceiling rent.
 - d. Make all rental payments in full by the first of the month.
 - e. Immediately begin and complete treatment for domestic violence as prescribed by the Social Services Department and the Benewah Medical Center.

- f. Immediately begin and complete treatment as directed by the ATHA.
- g. Sign a release of information for results of diagnosis, treatment, and treatment compliance delivered by the Social Services Department and the Benewah Medical Center and any other entities.
- h. Agree to refrain from any and all interactions and activities that could be potentially harmful and/or disruptive, either physically, psychologically, or emotionally to your children; including violent behavior and domestic violence.
- i. Sign an agency-wide release of information.
- j. Commit no disturbances in the Subdivision or neighboring communities.
- k. All members of the household, guests, or visitors will be in compliance with the lease agreement, the High Risk Occupancy Agreement, and the ATHA policies at all times.
- l. Permit no additional occupants in the home.
- m. Relocate to other ATHA housing as determined by the ATHA.

7. This document is the entire, final and complete agreement of the parties. Upon violation of any of the above recitals, as determined by the ATHA, Lessees will be notified of noncompliance and a notice to vacate within 30 days will be issued. Grounds for appeal will only be through the ANY Tribal Court.

8. At the discretion of the ATHA this Agreement may be reevaluated in three years.

9. **Severability:** The terms of this Contract are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

10. **Waiver:** The delay or failure of the ATHA to exercise any of its rights under this Agreement for a breach by the Lessees shall not be deemed to be a waiver of such rights.

Dated this 20th day of September, 2010.

ANY Tribal Housing Authority by,
Cielo I. Gibson, Executive Director

September 16, 2005

Tenant Name

Re: \$15 Late Fee Assessment

Dear _____ ;

You are late in your housing payment to ANY Tribal Housing Authority (ATHA) for which your account has been assessed a \$15 late fee. You currently owe the CDATHA an outstanding balance of \$ _____.

This represents a delinquency that is a violation of your (MH OR LR) agreement. You have until the 20th of this month to make full payment or to meet with ATHA staff to make satisfactory arrangements for the resolution of this matter. If you fail to resolve this issue by the 20th, an additional fee of \$25 and a termination notice will be issued.

Please note that you will be charged all costs associated with collections including attorney fees. Additionally, all delinquent accounts (30 days or more delinquent) will be reported to the credit bureau.

Please contact me during business hours as soon as possible in order to resolve this issue, so further action will not be necessary.

Sincerely,

September 16, 2005

Tenant Name

Dear Mr. Tenant;

You are 30 days past due in your rent payment to ANY Tribal Housing Authority. You currently owe the ATHA an outstanding balance of \$_____.

This delinquency is a violation of your (MH OR LR) agreement. You have 30 days from the date of this letter to meet with ATHA staff to make satisfactory arrangements for the resolution of this matter. If you fail to resolve this issue by _____, the following measures will be taken:

- Garnishment of per capita payments and wages;
- Eviction. In the event of eviction, you will be ineligible to reapply for Tribal Housing until one year after the balance has been paid.

Please note you will be charged for all costs associated with collections including attorney fees. All delinquent accounts are assessed a late fee of \$15 per month. Additionally, all delinquent accounts (30 days or more delinquent) will be reported to the credit bureau starting November 1, 2005.

Please contact Susan Parker during business hours as soon as possible in order to resolve this issue, so further action will not be necessary.

Sincerely,

PARTIAL PAYMENT NOTICE

March 12, 2015

TENANT NAME
ADDRESS
CITY, STATE ZIP

Dear Mr. or Ms. Or Mrs. Tenant:

The ATHA served you a Notice of Termination dated **MONTH DAY, 2008** indicating a balance due of **\$000.00**. Thank you for your payment; however, this payment is not enough to cure the arrearage. Your remaining balance due is **\$000.00**.

By acceptance of this payment, the ATHA is not waiving its right under the Notice of Termination and will proceed with the termination unless the default is cured as set forth in the Notice of Termination. Please know that our goal at the ATHA is to prevent further actions by having you contact us to work through any issues that may be at hand. Please contact our office as soon as possible, so that we may assist you.

Sincerely,

ANY TRIBAL HOUSING AUTHORITY

Chrono

Certified Mail
March 8,

Tenant name
address

Dear (tenant);

We have not received a payment from you on your account since November 11, 2005. As of this date you are currently in arrears \$3,306.40. Although you are conveyance eligible you will be charged a monthly administration fee of \$100.00 until the back rent is paid off. You signed a promissory note to repay the arrearage at \$169.00 per month which you have not paid on since October, 2005.

This constitutes a breach in your agreement with ANY Housing Authority. Consequently, your account will be turned over to our attorney for collection unless you bring your Payback Agreement current by the 10th of March 2006.

Please note you must also make a payment before March 10th of \$269.00 for your March administration fee and payback amount.. This amount must be paid monthly by the 10th, or you are in breach of your agreement. If you have any questions regarding these charges please feel free to call me.

Sincerely,

Enclosure: Copy of Promissory Note

Nez Perce Tribal Housing Authority
P O Box 188
Lapwai ID 83540
208 843 2229
Fax: 208 843 2973

NOTICE OF TERMINATION - DISTURBING THE PEACE

TO: _____

Mailing Address:

Street Address:

YOU ARE HEREBY NOTIFIED, DIRECTED AND REQUIRED, within thirty (30) days of the receipt of this notice to execute and deliver a Compliance Agreement to assure no future incidents of disturbing the peace, approved by the Nez Perce Housing Authority, or to vacate the premises located at: _____

_____, and presently occupied by you, within thirty (30) days of receipt of this notice by you. Said premises are presently occupied by you pursuant to a _____ Agreement entered into by you and the Nez Perce Tribal Housing Authority, in which said agreement you agreed to conduct yourself and to cause other persons on the premises with your consent to conduct themselves in a manner which will not disturb your neighbor's peaceful enjoyment of their premises. The Nez Perce Tribal Housing Authority received complaints of _____

from your apartment at _____ o'clock _____.m. on
_____ disturbing your neighbor's peaceful enjoyment.

YOU ARE HEREBY FURTHER NOTIFIED that unless the Compliance Agreement is executed, delivered and approved, or the premises vacated as herein directed and required, the undersigned will obtain your forcible eviction from said premises as authorized under the laws of the Nez Perce Tribe.

YOU ARE HEREBY FURTHER NOTIFIED, that should you fail to enter the Compliance Agreement or vacate the premises as herein directed and required, and the undersigned brings suit for your forcible eviction, that the prevailing party in such action shall be awarded attorneys fees and costs.

YOU ARE HEREBY FURTHER NOTIFIED, that you will be held responsible for all damages caused by your occupancy and all rent, utilities and charges of the Nez Perce Tribal Housing Authority during your occupancy.

YOU ARE HEREBY FURTHER NOTIFIED, that you are not entitled to an Administrative Grievance Hearing for your failures above set forth.

DATED this _____ day of _____, 2002.

NEZ PERCE TRIBAL HOUSING AUTHORITY

BY _____

NOTICE OF TERMINATION

TO: «FIRST» «MID» «LAST» & «SPOUSE_»

Mailing Address: «MAIL_ADDRESS», «CITY_», «STATE» «ZIP»

Street Address: «UNTI_ADDRESS», «CITY_», «STATE» «ZIP»

YOU ARE HEREBY NOTIFIED that your rental agreement with NPTHA is terminated effective «current_mo» «current_day», 2002.

YOU ARE HEREBY FURTHER NOTIFIED, DIRECTED, AND REQUIRED to vacate the premises located at «UNTI_ADDRESS», and presently occupied by you, not later than midnight, «current_mo» 31, 2002.

Said premises are presently occupied by you pursuant to a Low-Rent Lease Agreement entered into by you and the Nez Perce Tribal Housing Authority on a month-to-month basis, terminable by either party upon thirty (30) days written notice.

YOU ARE HEREBY FURTHER NOTIFIED that unless the premises are vacated as herein directed and required, the undersigned will obtain your forcible eviction from said premises as authorized under the laws of the Nez Perce Tribe.

YOU ARE HEREBY FURTHER NOTIFIED that should you fail to vacate the premises as herein directed and required, and the undersigned brings suit for your forcible eviction, that the prevailing party in such action shall be awarded attorneys fees and costs.

YOU ARE HEREBY FURTHER NOTIFIED that you will be held responsible for all damages caused by your occupancy and all rent, utilities and charges of the Nez Perce Tribal Housing Authority during your occupancy.

DATED this «current_day» day of «current_mo», 2002.

NEZ PERCE TRIBAL HOUSING AUTHORITY

BY _____
Cielo Gibson, Executive Director

Sample Collections & Compliance Policy

SAMPLE TDHE/TRIBE **COLLECTION AND COMPLIANCE** **POLICIES AND PROCEDURES**

These policies and procedures were adopted by the (name of TDHE/TRIBE) by Resolution # _____ on _____, _____.

(Note: This is a sample policy and the TDHE/TRIBE may choose to delete or add any sections or numbers used in this sample. Should the TDHE/TRIBE choose to make any changes, the TDHE/TRIBE should ensure that the policy remains in compliance with the Native American Housing Assistance and Self-Determination Act (NAHASDA) and any other applicable federal, state, local, or tribal laws or regulations.) In Alaska, the MH Agreement is considered a Mortgage, not a Lease Purchase, and therefore, a different procedure called “ejectment” (similar to foreclosure) is required rather than eviction.

Policy Statement

The Board of Commissioners (or insert governing body of the [insert name of tribe]) of the (NAME OF TRIBE/TDHE) recognize that it is necessary to adopt and implement collection and compliance policies and procedures in order to operate as a property management business. The governing body realizes that the (NAME OF TRIBE/TDHE) relies on the income generated from rent and homebuyer payments to maintain the property owned and managed by the (NAME OF TRIBE/TDHE).

The purpose of this policy is to inform the residents and homebuyers of established guidelines for the collection of rent, house payments, housing services, and payment of work orders along with other charges. The objective of this policy is to collect the amounts owed to the (NAME OF TRIBE/TDHE) to ensure the continuation of adequate housing services while providing for the safety and well being of residents along with promoting fairness through a due process. This policy is also intended as a means for the (NAME OF TRIBE/TDHE) to enforce other requirements residents are expected to comply with such as Rules of Occupancy, homebuyer maintenance responsibilities, utility payments, etc.

For the purposes of this policy, rental and homeownership occupants and other families receiving services will be referred to as ‘residents’. This policy shall apply to residents who have entered into a lease; homeownership agreement; contract; or any other type of agreement with the (NAME OF TRIBE/TDHE).

1. PAYMENTS

- A. Due Date** Rent and homebuyer payments are due on or before the (insert day, i.e. first) day of each month.

B. Where and How to Make Payments

- (1) Rent and homebuyer payments may be made at the (NAME OF TRIBE/TDHE) administrative offices located at (insert physical address) or sent by mail to the (insert mailing address). Cash should not be sent by mail.
- (2) Payments may be made by cash, money orders or personal checks.
(Note: The TRIBE/TDHE should determine what form of payment may be made. For example, should cash be an acceptable method of payment?)
- (3) Residents shall be strongly encouraged to participate in employer payroll deduction programs so that rent and homebuyer payments are automatically paid each month.
- (4) If possible, residents shall also be encouraged to participant in direct deposit banking programs for the automatic payment of rent and homebuyer payments.
- (5) The amount of monthly rent or homebuyer payments is defined in the (NAME OF TRIBE/TDHE) Eligibility, Admissions, and Occupancy Policy.

- C. Partial Payments** When a resident presents credible evidence that clearly shows an inability to make full payment, the (NAME OF TRIBE/TDHE) may accept partial payment.
(Note: The TRIBE/TDHE may wish to establish a minimum amount acceptable for partial payment, require a percentage of the full amount, or choose not to accept partial payments. The TRIBE/TDHE may also choose to set a limit on the number of times a resident may submit partial payment within a specified period of time.)

2. COLLECTIONS

(Note: Model of Notices of Delinquency for both non-payment & non-compliance along with Termination Notices are included in this sample policy as Appendices.)

A. Timetable for Notices Applicable to Rental and Homeownership Programs

- (1) **First Notice:** If rents or homebuyer payments are not paid by the (insert day, i.e. 10th) day of each month or if the resident is found not to be in compliance with any other provisions of their Dwelling Lease or Homebuyer Agreement, the (NAME OF TRIBE/TDHE) shall send a Notice of Delinquency Non-Compliance by regular mail. This notice will contain the following:
 - (a) The date of the notice.
 - (b) The date the rent or homebuyer payment and other charges were due.
 - (c) Statement of how much is owed the (NAME OF TRIBE/TDHE).
 - (d) Statement of a (insert \$ amount if applicable) late payment charge if no payment was received the (insert day, i.e. 10th)

(Note: Rather than charging a late fee or penalty, the tribe/TDHE may choose to provide a discount for early payments.)
 - (e) If the Notice is being sent for non-compliance issues other than non-payment, the Notice shall describe why the resident isn't in compliance with their Dwelling Lease or Homebuyer Agreement. These reasons may include, but are not limited to, violating the Rules of Occupancy, not complying with the recertification or income verification requirements, conducting criminal activity, etc.

- (2) **Final Notice:** If rents or homebuyer payments are not paid by the (insert day, i.e. 20th) day of each month, or if the resident is found not to be in compliance with any other provisions of their Dwelling Lease or Homebuyer Agreement, the (NAME OF TRIBE/TDHE) shall send a Final Notice of Delinquency by regular mail. This notice will contain the following:
 - (a) The date of the notice.
 - (b) The date the rent or homebuyer payment and other charges were due.
 - (c) Statement of how much is owed the (NAME OF TRIBE/TDHE).

- (d) Statement of who to contact for financial counseling assistance.
 - (e) Statement inviting and encouraging residents to negotiate Payment Agreements for delinquent amounts.
 - (f) If the Final Notice is being sent for non-compliance issues other than non-payment, the Notice shall describe why the resident isn't in compliance with their Dwelling Lease or Homebuyer Agreement.
- (3) In the (NAME OF TRIBE/TDHE) **rental programs**, if rents are not paid by the (insert day, i.e. last day of the month) or if the resident has not complied with any other requirements described in their Dwelling Lease, the (NAME OF TRIBE/TDHE) shall send the resident a (insert day, i.e. 14) day Notice of Termination by certified or registered mail. This notice shall contain the following:
- (a) The reason for termination.
 - (b) A (insert day, i.e. 14) day period during which the resident will be allowed to respond to the (NAME OF TRIBE/TDHE), in writing or in person, regarding the reason for termination.
 - (c) Allow the resident to be represented or accompanied by a person of his/her choice.
 - (d) If within (insert day, i.e. 14) days after the (NAME OF TRIBE/TDHE) gives Notice of Termination, the resident presents assurances or evidence satisfactory to the (NAME OF TRIBE/TDHE), the Notice of Termination may be rescinded or extended on a case-by-case basis to be determined by the (NAME OF TRIBE/TDHE) Housing Management Director. Unless there is such a recession or extension, the lease term and agreement will terminate on the (insert day, i.e. 14th) 14th day of receipt of notice.
- (4) If the resident does not respond within the (insert day, i.e. 14) day period, the (NAME OF TRIBE/TDHE) will proceed with the proper legal actions necessary for eviction. The (NAME OF TRIBE/TDHE)'s designated attorney will file a judgement against the resident with the appropriate (insert name of court that has jurisdiction).
- (5) In the (NAME OF TRIBE/TDHE) **homeownership programs**, if homebuyer payments are not paid by the last day of the month or if

the resident has not complied with any other requirements described in their homebuyer agreement, the (NAME OF TRIBE/TDHE) shall send the homebuyer a 30 day Notice of Termination of the homebuyer's agreement by certified or registered mail. This notice shall contain the following:

- (a) The reason for termination.
 - (b) A 30 day period during which the homebuyer will be allowed to respond to the (NAME OF TRIBE/TDHE), in writing or in person, regarding the reason for termination.
 - (c) Allow the homebuyer to be represented or accompanied by a person of his/her choice.
 - (d) If within 30 days after the (NAME OF TRIBE/TDHE) gives Notice of Termination, the homebuyer presents assurances or evidence satisfactory to the (NAME OF TRIBE/TDHE), the Notice of Termination may be rescinded or extended on a case-by-case basis to be determined by the (NAME OF TRIBE/TDHE) Housing Management Director. Unless there is such a rescission or extension, the lease term and agreement will terminate on the 30th day or receipt of notice.
- (6) If the homebuyer does not respond within the 30 day period, the (NAME OF TRIBE/TDHE) will proceed with the proper legal actions necessary for eviction. The (NAME OF TRIBE/TDHE)'s designated attorney will file a civil complaint in the appropriate court seeking eviction and/or full payment of the delinquent amount. The complaint shall include a copy of the dwelling lease/homebuyer agreement, account ledger, letters and other notices sent or delivered to the resident regarding non-payment or non-compliance.
- (7) Requests for judgment in both the rental and homeownership programs shall contain the following:
- (a) The amount due and owing and/or other non-compliance issues pursuant to the Dwelling Lease or Homebuyer agreement.
 - (b) Legal expenses and filing fees.
 - (c) Cost of repairs to the unit.

- (d) Lost income for the time the unit is unoccupied beyond the date of termination.
- (e) Immediate possession of the property.

(Note: Each TRIBE/TDHE should consult with its legal counsel to ensure that the language regarding evictions in this policy meet the requirements of any applicable local eviction or foreclosure ordinances).

B. Collection or Non-compliance Remedies

- (1) Residents with delinquent accounts or who are not in compliance with their Dwelling Lease or Homebuyer Agreement are encouraged to enter into agreements for payment of their delinquent account or to become in compliance with the requirements of their Dwelling Lease or Homebuyer Agreement. The (NAME OF TRIBE/TDHE) may negotiate an agreement for non-payment or non-compliance with the resident as an alternative to termination. The agreement will be on a short-term basis not to exceed (insert #) of months. The agreement will include an acknowledgment of the amount owed, the terms of repayment including the date, amount, and method of payment, other non-compliance issues, along with a default clause in the event the agreement is breached. The agreement will be signed by the head of household or spouse and designated (NAME OF TRIBE/TDHE) staff. If a resident presents credible evidence of hardship that caused or may cause a breach of the agreement, the (NAME OF TRIBE/TDHE) will have discretionary authority to renegotiate or reconsider the agreement. If prior agreements have failed, the (NAME OF TRIBE/TDHE) may choose not to reconsider the agreement with the resident.
- (2) Should a resident violate the terms of their agreement with the (NAME OF TRIBE/TDHE), the (NAME OF TRIBE/TDHE) shall proceed with proper legal eviction action.
- (3) Payment agreements may be executed for payment of vacated accounts at the discretion of the (NAME OF TRIBE/TDHE) Housing Management Department Director.
- (4) Failure to make the required monthly payments and/or breach of subsequent payment agreements and termination of the resident's lease/homebuyer agreements or other agreements may result in

permanent loss of eligibility for future services or benefits offered by the (NAME OF TRIBE/TDHE).

(Note: This clause in the policy will prevent problem residents from re-applying or applying for other housing services.)

- (5) Residents with delinquent accounts will be referred to appropriate financial management counseling and provided any other available information that will facilitate the prompt payment of their delinquent account. The (NAME OF TRIBE/TDHE) may schedule a financial management counseling session for the resident at a specified time and location during the period of account delinquency. Attendance and participation will be required. The (NAME OF TRIBE/TDHE) shall require the resident to sign a statement documenting attendance and commitment by the resident to improve their personal financial management skills. If a resident's account is delinquent more than (insert #) of time(s) during a (insert #) month period, the resident will automatically be required to complete a financial management session.

(Note: The TRIBE/TDHE should offer and/or require a minimum of one financial management session prior to termination of the lease/homebuyer agreement. A series of follow-up counseling sessions is recommended.)

- (6) At the discretion of the (NAME OF TRIBE/TDHE) Housing Management Department Director, full payment of delinquent rent or homebuyer payments, including any current amounts due, may be accepted and collection proceedings stopped.
- (7) For vacated accounts, a statement of the balance due will be promptly sent to the vacated resident after the unit has been vacated. If the amount is not paid or arrangements have not been made within (insert #) days, the account will be turned over to the (NAME OF TRIBE/TDHE) respective legal counsel for legal collection action.
- (8) A delinquent resident participating in the (NAME OF TRIBE/TDHE) Mutual Help Homeownership Program may apply for the use of their Monthly Equity Payment Account (MEPA) to pay for delinquent administrative charges if there is a sufficient amount in the respective MEPA account. Application for MEPA use shall be limited to (insert #) of time(s) per year to pay for delinquent amounts owed.

(Note: the TRIBE/TDHE should have a separate MEPA Use Policy. The TRIBE/TDHE may decide not to allow the use of MEPA due to the fact that the amount received from the proceeds of sale could be significantly reduced.)

C. Court Action

- (1) After the filing of the complaint and summons are served, the defendant (delinquent resident) can still arrange for settlement and/or an arrangement. The plaintiff (NAME OF TRIBE/TDHE) will inform the court that a settlement has been reached if agreement has been made to resolve the outstanding amount. The (NAME OF TRIBE/TDHE) will include the costs of any amounts included in the civil complaint and request for judgment in the settlement or arrangement. The settlement or arrangement shall include language that in the event the defendants breach the agreement, the case shall be automatically reopened and heard in Court for an immediate eviction.
- (2) The (NAME OF TRIBE/TDHE) shall reserve the right to seek resolution of the case and settlement prior to the court hearing and final ruling. Once the court's final ruling has been made, no settlement or arrangement shall be allowed.

(Note: The TRIBE/TDHE may wish to set a limit on the number of settlements that can be made after a civil complaint is filed. Also, the previous two sections are optional and the TRIBE/TDHE may choose not to offer the defendant an opportunity to settle after a complaint is filed.)

- (3) Once the Court issues an order of eviction, a copy shall be hand-delivered (if possible) to the resident by the appropriate law enforcement officials. The order shall specify the date for the resident to be evicted. The (NAME OF TRIBE/TDHE) shall monitor the unit and arrange to secure the unit (changing locks, boarding up the windows or doors, etc.) on the day of the eviction. The Court Order shall include the method for settlement of the delinquent account after the eviction. The Order may direct the defendant to make monthly payments to the Court or make payments directly to the (NAME OF TRIBE/TDHE). In any case, the delinquent account shall remain on the (NAME OF TRIBE/TDHE) books until the account is paid in full.
- (4) If a resident refuses to vacate a unit by the specified date in the Court Order, the Order, or the judge issuing the Order, shall describe the method as to how the resident(s) shall be forcibly

evicted from the units by appropriate law enforcement officers. The (NAME OF TRIBE/TDHE) employees or members of the governing body shall never attempt to forcibly evict a resident.

- (5) If a resident moves out after notification of termination and makes no attempt to settle the outstanding amount, the (NAME OF TRIBE/TDHE) shall consider the unit abandoned and refer the case to its respective legal counsel for filing in the appropriate Court for collection. The (NAME OF TRIBE/TDHE) shall make every attempt to collect and continue to do so after issuance of the Court Order for payment.
- (6) It is the responsibility of the evicted resident to remove all personal property from the unit with (insert #) of days after being evicted. Personal property can only be removed under the supervision of a designated (NAME OF TRIBE/TDHE) employee or a law enforcement officer depending upon the circumstances of the eviction along with the Court Order for eviction. However, if the resident cannot be located, the (NAME OF TRIBE/TDHE) shall remove and claim the personal items as (NAME OF TRIBE/TDHE) property. Any disposal of the property shall be subject to the (NAME OF TRIBE/TDHE) Disposition Policy.

APPENDIX

(Note: This appendix includes examples of a Notice of Delinquency along with Termination Notices for both rental and homeownership programs.)

FIRST NOTICE OF DELINQUENCY FOR NON-PAYMENT

(DATE)

(NAME & ADDRESS OF DELINQUENT RESIDENT)

You are hereby notified that we have not received any payment from you this month. As you know, your monthly payment is due on the (insert day) of every month. According to our records, you currently owe the (NAME OF TRIBE/TDHE) \$_____.

In accordance with our adopted Collection and Compliance Policies and Procedures, if we do not receive your monthly payment by the (insert day) day of this month or if you have not negotiated a Payment Agreement, a **Notice of Termination** will be delivered to you notifying you that we plan to terminate your Dwelling Lease or Homeownership Agreement with the (NAME OF TRIBE/TDHE).

Your cooperation will be very much appreciated.

Sincerely,

(Signed by designated employee, preferably the Executive Director)

FINAL NOTICE OF DELINQUENCY FOR NON-PAYMENT

(DATE)

(NAME & ADDRESS OF DELINQUENT RESIDENT)

You are hereby notified again that we still have not received any payment from you this month. As you know, your monthly payment is due on the (insert day) of every month. According to our records, you currently owe the (NAME OF TRIBE/TDHE) \$_____.

If you are experiencing some financial difficulties at the present time and are in need of financial management counseling assistance, please contact our office at (insert phone #). If you are unable to clear up your delinquent account immediately, you are strongly encouraged to contact us at your earliest convenience to negotiate a **Payment Agreement**.

In accordance with our adopted Collection and Compliance Policies and Procedures, if we do not receive your monthly payment by the (insert day) day of this month or if you have not negotiated a Payment Agreement, a **Notice of Termination** will be delivered to you notifying you that we plan to terminate your Dwelling Lease or Homeownership Agreement with the (NAME OF TRIBE/TDHE).

Your cooperation will be very much appreciated.

Sincerely,

(Signed by designated employee, preferably the Executive Director)

FIRST NOTICE OF NON-COMPLIANCE

(DATE)

(NAME & ADDRESS OF RESIDENT)

You are hereby notified that you are not in compliance with your (Dwelling Lease or Homebuyer Agreement) with the (NAME OF TRIBE/TDHE).

The reason(s) you are not in compliance is (are) as follows: (list reason(s) for non-compliance such as violating the Rules of Occupancy, non-compliance with the Tribe's Animal Control Ordinance, not complying with recertification notices, not performing maintenance responsibilities, etc.)

In accordance with our adopted Collection and Compliance Policies and Procedures, if you are not in compliance with your (Dwelling Lease or Homebuyer Agreement) with the (NAME OF TRIBE/TDHE) by the (insert day) day of this month or if you have not negotiated a plan of action to correct the reason(s) you aren't in compliance, a **Notice of Termination** will be delivered to you notifying you that we plan to terminate your Dwelling Lease or Homeownership Agreement with the (NAME OF TRIBE/TDHE).

Your cooperation will be very much appreciated.

Sincerely,

(Signed by designated employee, preferably the Executive Director)

FINAL NOTICE OF NON-COMPLIANCE

(DATE)

(NAME & ADDRESS OF DELINQUENT RESIDENT)

You are hereby notified once again that you are still not in compliance with your (Dwelling Lease or Homebuyer Agreement with the (NAME OF TRIBE/TDHE).

If you are experiencing some sort of difficulty in resolving the reason(s) you are not compliance, please contact our office at (insert phone #) and we may be able to refer you to someone who may be able to assist you. If you are unable to resolve the reason(s) why you are not in compliance immediately, you are strongly encouraged to contact us at your earliest convenience to negotiate a plan of action to resolve the non-compliance issues.

In accordance with our adopted Collection and Compliance Policies and Procedures, if you are not in compliance with your Dwelling Lease or Homeownership Agreement with the (NAME OF TRIBE/TDHE) by the (insert day) day of this month or if you have not negotiated a plan of action to resolve the non-compliance issues, a **Notice of Termination** will be delivered to you notifying you that we plan to terminate your Dwelling Lease or Homeownership Agreement with the (NAME OF TRIBE/TDHE).

Your cooperation will be very much appreciated.

Sincerely,

(Signed by designated employee, preferably the Executive Director)

**NOTICE OF TERMINATION
OF HOMEOWNERSHIP AGREEMENT**

(DATE)

(NAME & ADDRESS OF DELINQUENT RESIDENT)

This letter serves as notice that the Homeownership between you as a homebuyer and the (NAME OF TRIBE/TDHE) is being terminated.

The reason for terminating your Homeownership Agreement is that you have failed to make monthly payments to the (NAME OF TRIBE/TDHE) as required or are not complying with the terms of your agreement with the (NAME OF TRIBE/TDHE). According to our records, you currently owe \$_____.

You have thirty (30) days from the date you received this Notice of Termination to respond in writing or in person regarding the reason for termination. You may be represented or accompanied by a person of your choice. If you present assurances or evidence satisfactory to the Director of our Housing Management Department within thirty (30) days after the date you received this Notice of Termination, this notice may be rescinded or extended. Unless there is such a rescission or extension, your agreement with the (NAME OF TRIBE/TDHE) will terminate on the 30th day after you received this notice and you will be expected to have vacated your home or legal actions necessary for eviction will begin including filing a judgment against you in (insert the name of the appropriate Court).

Should you have any questions, please contact (insert name), Director of our Housing Management Department or myself at (insert phone #).

Your cooperation will be very much appreciated.

Sincerely,

(insert name)
Executive Director

**NOTICE OF TERMINATION
OF DWELLING LEASE**

(DATE)

(NAME & ADDRESS OF DELINQUENT RESIDENT)

This letter serves as notice that the Dwelling Lease between you as a resident and the (NAME OF TRIBE/TDHE) is being terminated.

The reason for terminating your Dwelling Lease is that you have failed to make monthly payments to the (NAME OF TRIBE/TDHE) as required or you are not complying with the terms of your Dwelling Lease with the (NAME OF TRIBE/TDHE). According to our records, you currently owe \$_____.

You have (insert #) days from the date you received this Notice of Termination to respond in writing or in person regarding the reason for termination. You may be represented or accompanied by a person of your choice. If you present assurances or evidence satisfactory to the Director of our Housing Management Department within (insert #) of days after the date you received this Notice of Termination, this notice may be rescinded or extended. Unless there is such a rescission or extension, your Dwelling Lease with the (NAME OF TRIBE/TDHE) will terminate on the (insert #) day after you received this notice and you will be expected to have vacated your home or legal actions necessary for eviction will begin including filing a judgment against you in (insert the name of the appropriate Court).

Should you have any questions, please contact (insert name), Director of our Housing Management Department or myself at (insert phone #).

Your cooperation will be very much appreciated.

Sincerely,

(insert name)
Executive Director