

# SQUAXIN ISLAND TRIBE

## RESOLUTION NO. 99-59 OF THE SQUAXIN ISLAND TRIBAL COUNCIL

**WHEREAS**, the Squaxin Island Tribal Council is the Governing Body of the Squaxin Island Tribe, its members, its lands, its enterprises and its agencies by authority of the Constitution and Bylaws of the Squaxin Island Tribe, as approved and adopted by the General Body and the Secretary of the Interior on July 8, 1965; **and**,

**WHEREAS**, under the Constitution and the Bylaws and inherent sovereignty of the Tribe, the Squaxin Island Tribal Council is charged with the duty of protecting the health, security, education and general welfare of the tribal members, and with protecting and managing the lands and treaty resources and rights of the Tribe; **and**,

**WHEREAS**, the Squaxin Island Tribal council has been entrusted with the creation of ordinances and resolutions in order to fulfill their duty of protecting the health, security, education, and general welfare of tribal members, and of protecting and managing the lands and treaty resources of the Tribe; **and**,

**WHEREAS**, the Squaxin Island Tribal Housing and Utilities Commission held Public Hearings on March 11, 1999 and on June 16, 1999 to receive comments and take public testimony on draft policies under development by the Squaxin Island Tribal Housing Program; **and**,

**WHEREAS**, the Squaxin Island Tribal Housing and Utilities Commission did adopt the Housing Policies of the Squaxin Island Tribe on June 18, 1999, including:

- 1) Eligibility, Admissions, and Occupancy Policy,
- 2) Payments and Rents Policy,
- 3) Collections Policy, and
- 4) Maintenance Policy.

**NOW THEREFORE BE IT RESOLVED**, that the **Squaxin Island Tribal Council** does therefore concur with Squaxin Island Tribal Housing and Utilities Commission's Resolution 99-01 that adopts the Housing Policies of the Squaxin Island Tribe **excluding** the use of Treaty income for calculation of minimum monthly housing payments.

### CERTIFICATION

The Squaxin Island Tribal Council does hereby certify that the foregoing Resolution was adopted at the regular meeting of the Squaxin Island Tribal Council, held on this 24th day of June, 1999, at which a quorum was present and was passed by a vote of 6 for, and 0 against with 0 abstentions.

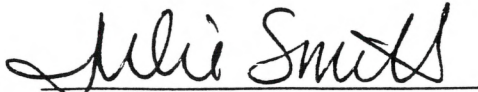
  
David Lopeman, Chairman

Attested by:   
Sue McFarlane, Secretary

  
Calvin Peters, Vice Chairman

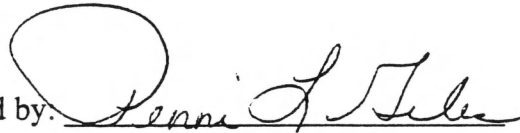
**CERTIFICATION**

The Squaxin Island Tribal Housing and Utilities Commission does hereby certify that the foregoing Resolution was adopted at the regular meeting of the Squaxin Island Tribal Housing and Utilities Commission, held on this 18<sup>th</sup> day of June, 1998, at which time a quorum was present and was passed by a vote of 7 for, and 0 against, with 0 abstentions.

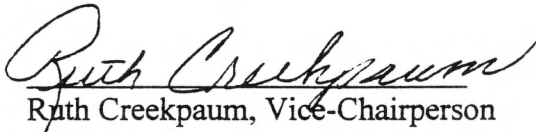


Julie Smith, Chairperson

Attested by:



Penni Giles, Secretary-Treasurer



Ruth Creekpau, Vice-Chairperson

**RESOLUTION NUMBER 99-01**  
**of the**  
**Squaxin Island Tribal Housing and Utilities Commission**

**WHEREAS**, the Squaxin Island Tribal Housing and Utilities Commission is authorized under the Tribal Commissions and Committees Policy Ordinance and created by the Squaxin Island Tribal Council under the Tribal Ordinance Establishing the Squaxin Island Housing and Utilities Commission adopted by Resolution of the Tribal Council on October 8, 1998; and

**WHEREAS**, under Squaxin Island Tribal Law, the Squaxin Island Tribal Housing and Utilities Commission is charged with the duty to serve as the advisory, decision-making, and policy authority for the Squaxin Island Tribal Housing Program and the Tribal Utilities Program; and

**WHEREAS**, the Squaxin Island Tribal Housing and Utilities Commission serves at the pleasure of the Squaxin Island Tribal Council with authority as delegated by the Tribal Council to create policies governing the Tribal Housing Program and the Tribal Utilities Program and to adjudicate interpretation of these policies; and

**WHEREAS**, the Native American Housing Assistance and Self-Determination Act of 1996 as Amended, at Title II - Section 203, requires each recipient of Indian Housing Block Grant funds to develop written polices governing 1) rents and homebuyer payments; 2) eligibility, admission, and occupancy; and 3) management and maintenance of housing assisted with IHBG funds; and,

**WHEREAS**, the Squaxin Island Tribal Housing and Utilities Commission has developed written polices for 1) Eligibility, Admissions, and Occupancy; 2) Payments and Rents; 3) Collections; and 4) Maintenance; and,

**WHEREAS**, the Squaxin Island Tribal Administration has developed management policies for all Tribal governmental programs including the Squaxin Island Tribal Housing Program; and,

**WHEREAS**, the Squaxin Island Tribal Housing and Utilities Commission held Public Hearings on March 11, 1999 and on June 16, 1999 to receive comments and take public testimony on draft policies under development by the Commission.

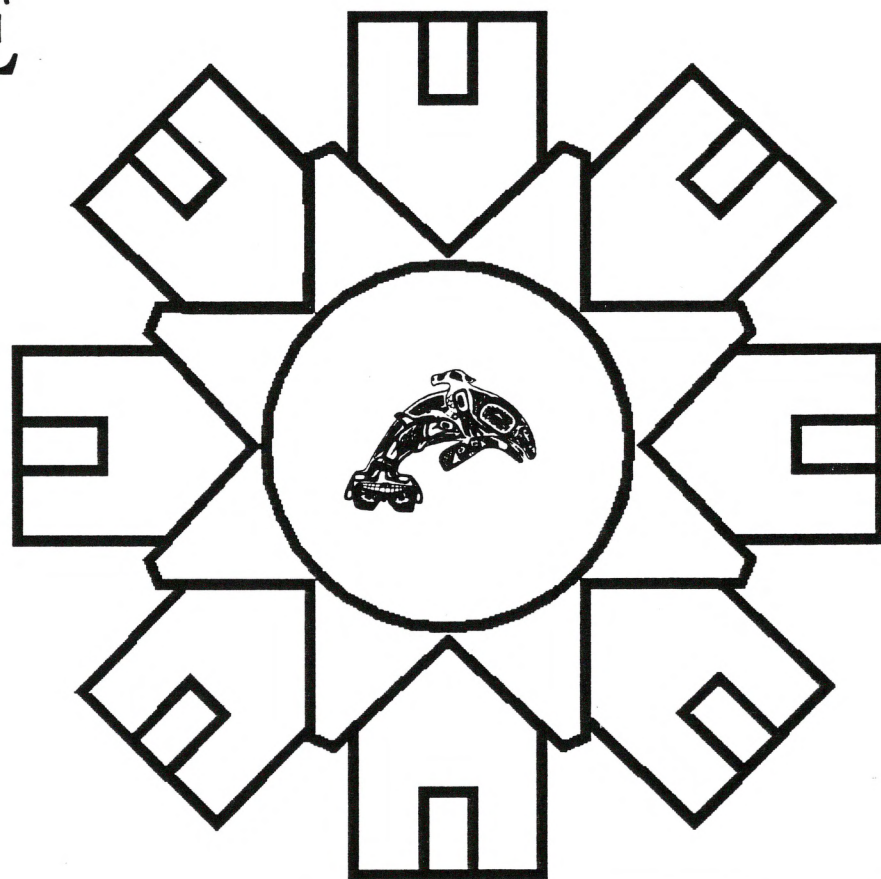
**THEREFORE BE IT RESOLVED**, that the Squaxin Island Tribal Housing and Utilities Commission does hereby adopt the Housing Policies of the Squaxin Island Tribe, including:

- 1) Eligibility, Admissions, and Occupancy Policy
- 2) Payments and Rents Policy
- 3) Collections Policy
- 4) Maintenance Policy.

SQUAXIN

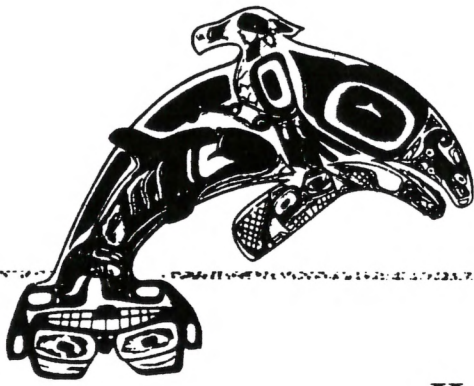
ISLAND

TRIBE



HOUSING AND UTILITIES COMMISSION

HOUSING POLICIES



**SQUAXIN ISLAND TRIBE**  
Housing and Utilities Commission

**Housing Policies**

- Eligibility, Admissions, and Occupancy – Page 1
  - Payments and Rents – Page 32
    - Collections – Page 35
    - Maintenance – Page 41

*These policies were approved by the Squaxin Island Tribal Housing and Utilities Commission on June 18, 1999 by Resolution 99-01 and supported by the Squaxin Island Tribal Council on June 24, 1999 by Resolution 99-59.*

*Julie Smith  
Chairperson*

*Housing and Utilities Commission*

Questions regarding these policies can be sent to:

Squaxin Island Tribe  
Department of Community Development  
Office of Housing  
70 S. E. Squaxin Lane  
Shelton, WA 98584  
(360) 426-9781

**SQUAXIN ISLAND TRIBE**  
**ELIGIBILITY, ADMISSION, AND OCCUPANCY**  
**POLICY**

**Contents**

- I. Introduction**
  - A. General Purpose
  - B. Application of Policy
  - C. Elders' Rental Housing Policy
  - D. Existing Agreements
  
- II. Eligibility for Housing**
  - A. Family Composition
  - B. Non-Indian Families
  - C. Income Limitations
    - 1. Maximum Income
    - 2. Income sufficient to comply with Program Requirements
    - 3. Ongoing Source of Income
    - 4. Estimating Income
    - 5. Exception to Minimum Income Requirement
    - 6. Exception to Maximum Income Requirement
  - D. Income Verification
  - E. Social Security Number Requirement
  - F. Restrictions on Assistance to Non-citizens
  - G. Additional criteria for Eligibility
  
- III. Receipt of Applications and Determination of Eligibility**
  - A. Application
    - 1. Application Process
    - 2. Applicant's Responsibilities
    - 3. Applicant File
  - B. Eligibility Determination
    - 1. Applicant determined Eligible
    - 2. Applicant determined Ineligible
  - C. Waiting List Administration
    - 1. Updating the Waiting List
    - 2. Suspending of the Taking of New Applications
  
- IV. Selection Procedures and Requirements**
  - A. General Provisions
  - B. Order of Selection
  - C. Screening of Applicants
  - D. Determination of Suitability
  - E. Notification of Selected Applicants
  - F. Successors
    - 1. Manner of Designation

2. Events Authorizing Successors
  3. Situations where Successors will not be Recognized
  4. Eligibility of Successor
  5. Designation of Successor
  6. Succession to all Rights and Obligations
  7. Minor Children Occupying Home; Guardianship Agreement
  8. Trust, Restricted, or Special Consideration of the Land Status
  9. Equity, MEPA, and Purchase Price
- G. Transfers
1. Requirements for Transfer
  2. Families must be Current
  3. Maintenance and Repairs Performed
  4. Purchase Price Schedule
  5. Transfer of Units to other Parties

**V. Occupancy Standards**

**VI. Leasing, Lease Purchase Requirements and Rules of Occupancy**

- A. Execution of Agreement
  1. Changes, Modifications, and Amendments
  2. Termination of Agreement by the Homebuyer
  3. Termination of Agreement by the Office of Housing
- B. Guidelines and Rules of Occupants
  1. Principal Residency Requirement
  2. Determination of abandoned Unit
  3. Business Use of Housing Unit
  4. Structural Modifications
  5. Damage to Property
  6. Public Disturbance
  7. Responsibility to Provide Utilities
  8. Home Ownership Payments and Rents
  9. Maintenance and Appearance of Housing Unit and Grounds
  10. Pets and Animal Control
  11. Requirement to List Occupants
  12. Homebuyer and Resident Responsibility for Children and Guest
  13. Inspections
  14. Counseling
  15. Prohibition of Illegal Drug Activity
  16. Insurance
  17. Re-certification Requirement
  18. Prohibition of Subleasing
  19. Security Deposit (Rentals Only)
  20. Other Responsibilities and Obligations of the Homebuyer
  21. Other Requirements
- C. Sublease Policy
  1. Approval of Sublease Required
  2. Allowable Justification and Reasons for Sublease
  3. Duration of Sublease
  4. Approval of Sublease
  5. Forms of Sublease
  6. Sublease Payments
  7. Homebuyers Obligations

8. Termination of Sublease

**VII. Re-certification Process**

- A. Annual Re-certification
  - 1. Scheduling
  - 2. Adjustments to Homebuyer Payments/Rental Payments
  - 3. Voluntary Re-certification
  - 4. Income and Payment/Rent Presumption
  - 5. Options by Homebuyer or Renters
  - 6. Other Required Information
- B. Special Re-certification
- C. Adjustment of Utility Allowance
  - 1. Notice of Adjustment
  - 2. Effective Date of Change
- D. Adjustments Due to Errors
- E. Procedure for Re-certification
- F. Failure to Comply or Properly Report Required Information
- G. Suspension of Payments

**VIII. Inspections**

- A. Initial Inspection
  - 1. Participants
  - 2. Counseling Opportunity
  - 3. Documentation of Conditions
  - 4. Warranties
- B. Annual Inspection
  - 1. Notification
  - 2. Inspection Procedure
  - 3. Deficiencies/Damages
  - 4. Follow-up Inspection
- C. Special Inspections
- D. Move-Out Inspections

**IX. Conveyance**

- A. Opportunity to Purchase
- B. Determination of Purchase Price
  - 1. Initial Purchase Price
  - 2. Subsequent Purchase Price
- C. Conveyance of Unit
- D. Conveyance Procedure
- E. Transfer of Title
- F. Disposition of Proceeds/Settlement of Account
- G. Counseling
- H. Conveyance of Units on Leased or Restricted Land
- I. Post Conveyance Modernization

**X. Conversion of Units to a Different Program**

- A. Lease/Purchase to Rental
- B. Rental to Lease/Purchase

**XI. Appeal of Office of Housing Decisions**



## I. Introduction

### A. General Purpose

The Squaxin Island Tribe shall provide adequate and affordable housing and housing services to low- and moderate-income Indian families and individuals within the Indian area served by the Squaxin Island Tribe. The Housing Program shall remain sensitive to the cultural goals of the Tribe. Housing shall be provided in safe and healthy environments in compliance with the requirements, rules, and regulations of the Native American Housing Assistance and Self-determination Act of 1996. The Squaxin Island Tribe shall provide these services in an impartial and efficient manner, recognizing that the Squaxin Island Tribe grants a preference to enrolled tribal members.

This policy is designed to serve as:

1. a guide for the Squaxin Island Tribe in determining eligibility, admission of applicants, selection criteria, and occupancy standards.
2. a document which provides for consistent, equitable, and uniform treatment of clients.
3. a basis for decision-making by Squaxin Island Tribe staff.
4. a training manual for newly-hired or appointed staff.

### B. Application of Policy

This policy is applicable to all Squaxin Island Tribe clientele, including but not limited to applicants, residents, renters, home buyers, housing program participants, and enrolled Squaxin Island Tribal Members.

### C. Elders' Rental Housing Policy

Nothing in the policies developed by the Squaxin Island Housing and Utilities Commission shall diminish or otherwise change the Squaxin Island Elders' Rental Housing Policy whose purpose is to provide a safe and secure environment with close Tribal facilities as an alternative living arrangement for our Elders with the design focused on Elder living styles and units not designed for non-Elder use.

### D. Existing Agreements

When this policy is in conflict with existing lease purchase or rental agreements, those agreements take precedence.

## II. Eligibility for Housing

The purpose of this section is to determine who is eligible to participate in Squaxin Island Tribal housing programs.

Applicants must meet all of the following requirements to be eligible for the rental, home ownership (lease purchase), housing improvement, and other housing programs managed by the Squaxin Island Tribe's Housing and Utilities Commission and the Department of Community Development.

### A. Family Composition

An applicant must qualify as a family, defined by the Squaxin Island Tribe as two or more persons who are related by blood, marriage, or operation of law and who have evidenced a stable family relationship; or a single person who lives alone and intends to live alone and does not qualify as an elderly family, displaced person, or remaining member of a tenant family; or a single person who is elderly or near-elderly, handicapped, disabled, displaced, or the remaining member of a tenant family.

An applicant must qualify as an Indian family, defined by the Squaxin Island Tribe as a family whose head of household or spouse is an enrolled member of the Squaxin Island Tribe included on all primary lists for services and for members of other federally-recognized tribes included on all secondary lists for services. (24 CFR Part 1000.104 & Section 201(b) of NAHASDA)

### B. Non-Indian Families (24 CFR Part 1000.106, 1000.108, 1000.118 and Section 201(b)(3) NAHASDA)

Exception to Indian family requirement.

If an applicant qualifies as a family but does not qualify as an Indian family, the Squaxin Island Tribe may determine the family to be eligible if the family demonstrates to the Squaxin Island Tribe 's satisfaction that their presence in the community is essential to the well being of other Indian families and their need for housing cannot reasonably be met without participation in the Squaxin Island Tribe housing program.

### C. Income Limitations (See Section 205 of NAHASDA)

#### 1. Maximum Income

The applicant must qualify as a low income family, defined as a family whose income does not exceed 80% of the median income for the area or the United States, whichever is greater. Income limits are adjusted for family size and updated on an annual basis. Moderate income Indian families, defined as a family whose income is between 80% and 120% of the median income for the area or the United States, whichever is greater, may be served. (See Appendix A).

#### 2. Income Sufficient to Comply with Program Requirements

Under the Housing Program of the Squaxin Island Tribe, participants are required to satisfy obligations such as rent and lease payments, administration

fees, user fees, utilities, maintenance, etc. The applicant must demonstrate the ability to meet these requirements. The minimum annual income prior to any adjustments acceptable by the Squaxin Island Tribe is \$15,000 for home ownership and \$3,000 for the rental program to be economically feasible for tenants and the Tribe.

**3. Ongoing Source of Income**

An applicant must demonstrate a stable income. The applicant(s) must have been self-employed or employed by the same employer(s) for at least 6 months, or have maintained a stable income at an acceptable level for the past 12 months, or demonstrate to the satisfaction of the Office of Housing a stable and acceptable estimated income for the next six months in order to meet this requirement.

**4. Estimating Income**

The applicant's annual income shall be determined by estimating the anticipated total income from all sources to be received by the head of household, spouse, and additional members of the family over the next 12 months based on income verified for the previous 12 months.

**5. Exception to Minimum Income Requirement**

The Office of Housing may waive the minimum income limit requirement under the following circumstances:

- a. Massive lay-off in Tribal programs due to budget cuts.
- b. Extended resource closures affecting treaty income.
- c. National recession resulting in substantial reduction in employment.
- d. Reduction of income because of changes in family composition.

**6. Exception to Maximum Income Limits (See 24 CFR Part 1000.106,108, and 110)**

The Office of Housing may waive the maximum income limit requirement under the following circumstances:

- a. The applicant demonstrates to the satisfaction of the Squaxin Island Tribe that their need for housing cannot be met without assistance.
- b. The income waiver is consistent with HUD and Tribal regulations.
- c. The Squaxin Island Tribe may waive the income limits for a model program, subject to HUD approval.

**D. Income Verifications (See 24 CFR 1000.128)**

In order to determine that data upon which determination of eligibility, selection, preference, and rents/payments to be charged are accurate, such data must be verified. The method of verification shall be written verification by a third party or other method acceptable to the Office of Housing. In the event that third party verification cannot be obtained, the Office of Housing may allow the applicant to submit relevant information provided that the submission contains a notarized statement, certification, or affidavit signed by the applicant, and stating that the information submitted is true and accurate.

Complete and accurate verification records, consisting of, but not limited to the following, are to be maintained by the Office of Housing.

- Letters or other statements from employers and other pertinent sources giving authoritative information concerning all amounts of income such as an employee Federal W-2 form.
- Copies of documents in the applicant's possession which substantiate his or her statements, or a brief summary of the pertinent contents of such documents signed and dated by the staff who viewed them.
- Certified statements and summary data from bank accounts from self-employed persons and persons whose earnings are irregular, such as salespersons fishers, shellfish harvesters, waitresses, etc., setting forth gross receipts, itemized expenses and net income.
- Memoranda of verification of data obtained by personal interviews, telephone, or other means, with source, date reviewed and the person receiving the information clearly indicated.

#### E. Social Security Number Requirements

The applicant must furnish the Office of Housing with social security numbers and/or copies of social security cards for each family member or person listed on the application. For minor children, a written certification may be submitted in lieu of a social security card.

#### F. Restrictions on Assistance to Non-citizens

The Squaxin Island Tribe restricts housing assistance to U. S. citizens.

#### G. Additional Criteria for Eligibility

1. To be eligible for home ownership, an applicant must demonstrate income within 50% to 80% of medium income.
2. Prior to placement on the waiting list for rental or home ownership units or receipt of housing services, the applicant must meet the following additional eligibility criteria:
  - A. The applicant must not have been previously evicted for non-payment or non-compliance with any Squaxin Island Tribe, TDHE, IHA, Tribal or public housing authority (PHA) policy.
  - B. The applicant must not have previously participated in a HUD-assisted program and abandoned the dwelling unit or left the program with an outstanding balance that has not been satisfied.
  - D. The applicant must not have exhibited a record of past performance and behavior that includes destruction of property or other activities that endangered or were detrimental to other residents.
  - E. The applicant must divulge if they or any member of the family who will be occupying the units has been convicted of a serious criminal offense

particularly drug-related activities, physically violent crimes, or other criminal acts which may endanger other residents must be by the applicant. If such a criminal record is divulged the application must be approved or disapproved by the Housing and Utilities Commission.

3. If the applicant has an outstanding financial obligation with the Squaxin Island Tribe, they will be advised in writing that their approval to be placed on the Waiting is conditional. They must agree to settle any outstanding debt prior to the final eligibility check immediately before assignment of a unit. Failure to have fully settled any outstanding debt by that time will result in the applicant's removal from the Waiting List.

### III. Receipt of Applications and Determination of Eligibility

#### A. Application

This section outlines the basic steps to be followed in the application process and in obtaining and verifying information for the purpose of determining eligibility.

##### 1. Application process

The application is the basic record of each family/person applying for admission and/or services. Each applicant will be required to provide all information requested on the application and to sign all necessary forms, documents, and certifications. All information or any statements made by the applicant are subject to verification. Applications shall be received at: Squaxin Island Tribe, Office of Housing, 70 S. E. Squaxin Lane, Shelton, WA 98584. All applications shall be fully completed and signed using indelible pencil or ink. Immediately upon receipt, the application shall be date/time stamped, and initialed by Office of Housing. Completed applications may be mailed or delivered in person.

Verification of all information that affects eligibility, family composition, selection, priority or preferences, annual income, unit size, determination of affordable payments or rent, and housing need is required.

Each applicant must also sign a consent form for the release of information from third parties to the Office of Housing for income verification.

##### 2. Applicant Responsibilities

The applicant is responsible for providing all of the necessary information and accurately completing the application. The applicant must certify that all information contained in the application is true and accurate to the best of their knowledge. The applicant is responsible for making corrections or updating the application on an annual basis. Failure to update an application at least once during any 12 month-period is grounds for placing the application in an inactive file and removing the family or single person from the waiting list. The Office of Housing will notify applicants when a application update is due.

##### 3. Application File

The Office of Housing shall maintain a file for each family completing an application. All information supplied by the applicant, verification of information, and all relevant correspondence with the applicant, shall be contained in the file. All files are confidential with access granted only to those employees authorized by the Director of the Department of Community Development and who have agreed to and signed a confidentiality statement. Files will be placed in one of four categories.

###### a. Eligible

This file contains those applications that have met initial eligibility requirements and have been placed on the waiting list for the rental, home

ownership, housing improvement, and other housing programs.

b. Ineligible

This file contains those applications that have not met initial eligibility requirements and have been determined to be ineligible for the rental, home ownership, housing improvement, and other housing programs.

c. Incomplete/Pending

This file contains those applications that have not been sufficiently completed or verified for a determination of eligibility to be made. Applicants submitting an incomplete application shall be notified by the Office of Housing and be given 30 days to submit the missing information. If the information is not submitted in a timely manner, the application shall be placed in the inactive file.

d. Inactive

This file contains those applications that have not been updated within 12 months. Those applicants shall be removed from the waiting list and shall have to re-apply in order to be placed back on the waiting list. Incomplete applications which are not corrected in a timely manner shall be placed in this file.

**B. Eligibility Determination**

1. Applicant Determined Eligible (24 CFR Part 1000.146)

Upon receipt of a completed application, the Office of Housing shall make a determination of eligibility. An applicant determined to be eligible shall be promptly notified in writing and placed on the rental, home ownership, housing improvement, and other housing program waiting list.

2. Applicant Determined Ineligible

Upon receipt of a completed application, the Office of Housing shall make a determination of eligibility. An applicant determined to be ineligible shall be promptly notified in writing. The notice shall state the reason(s) for the ineligibility and advise the applicant of his/her right to appeal.

**C. Waiting List Administration**

The Office of Housing shall maintain a waiting list for the rental, home ownership, housing improvement, and other housing programs managed by the Department of Community Development, separate and apart from any other Tribal program. The list shall be comprised of applicants that have been determined to be eligible. The eligible applicants shall be placed on the waiting list by order of their date of their approved application. Separate waiting lists will be maintained for different size housing units (see Section V). Squaxin Island Tribal members will have priority on all lists.

1. Updating the Waiting List

The waiting list shall be updated on an annual basis. It is the responsibility of each applicant to update their application at least annually. In order to remain on the waiting list, an applicant must continue to update their application and remain eligible for the rental, home ownership, housing improvement, and other housing programs managed by the Department of Community Development. Applicants who fail to update their application within 30 days of their most recent eligibility date shall be placed in the inactive file and lose their original date.

Any applicant on the waiting list who wishes to be removed from the list must submit a written request to the Office of Housing. Otherwise, no eligible applicant may be removed from the waiting list except for failure to update in a timely manner.

## 2. Suspending the Taking of New Applications

The Squaxin Island Tribe reserves the right to close the waiting list and suspend the taking of new applications at any given time. The Squaxin Island Tribe may also set submission deadlines for inclusion in a particular project, program, or funding year.



#### **IV. Selection Procedures and Requirements**

##### **A. General Provision (See 24 CFR Part 1000.120)**

The Office of Housing shall select eligible applicants from the waiting lists for rental, home ownership, housing improvement, and other housing programs.

##### **B. Order of Selection**

Eligible applicants shall be categorized according to date of their application and specific housing requirements. The highest priority shall be given to the oldest dated application based on income requirement and family composition. The waiting lists shall be maintained by bedroom size. Once all applicants for an available bedroom size have been served by date of application, the list for the next smaller bedroom size shall be served by date of application.

##### **C. Screening of Applicants**

Prior to placement in a unit or receipt of services, the Squaxin Island Tribe shall conduct a thorough screening process of each applicant to determine suitability for admission. The screening process shall include a review of pertinent factors including the following:

1. The applicant's past performance in meeting financial obligations, including but not limited to rent and utilities. The Office of Housing shall request a report from a consumer credit reporting agency. The Office of Housing shall request information from former landlords detailing payment history for at least 2 prior years.
2. Whether the applicant was previously evicted for non-payment or non-compliance with any Squaxin Island Tribe, TDHE, IHA, Tribal or public housing authority (PHA) policy.
3. Whether the applicant previously participated in a HUD-assisted program and abandoned the dwelling unit or left the program with an outstanding balance that has not been satisfied.
4. The applicant's past performance and behavior including destruction of property, disturbance of neighbors, poor housekeeping practices, or other activities which may endanger or be detrimental to other residents. The Squaxin Island Tribe may request a home visit at the applicant's present residence. If a home visit is not logistically feasible or is denied, references shall be required.
5. The criminal record of the applicant and all resident family members, particularly drug-related activities, physically violent crimes, or other criminal acts which may endanger other residents shall be checked. The Office of Housing shall request information from law enforcement agencies and the National Crime Information Center (See 24 CFR Part 1000.150 and 152 and Section 208 of NAHASDA).

##### **D. Determination of Suitability**

In determining whether an applicant is suitable for admission, the Office of Housing shall

review all of the information gathered in the screening process, taking into consideration the date, nature, and severity of the occurrences and the probability of future occurrences. If an applicant is determined to be unsuitable for admission, a written notice of the determination and the grounds for the determination shall promptly be sent to the applicant. The notice shall advise the applicant(s) of their right to appeal to the Housing and Utilities Commission. The request for appeal must be submitted within 10 calendar days of the date of the notice. An appeal hearing to make a final determination on the matter shall be scheduled at the earliest convenience of both parties.

**E. Notification of Selected Applicants (See Section 207 of NAHASDA)**

Promptly after an applicant has completed the screening process and been determined to be suitable for admission, the applicant shall be notified of their selection. The notification shall include, but is not limited to the following:

1. A statement that the family has been selected for participation in the rental, home ownership, housing improvement, and other housing programs managed by the Department of Community Development.
2. A statement that the family shall be required to participate in mandatory counseling or training sessions prior to occupancy.
3. A statement that a homebuyer agreement, contract, or lease shall need to be executed if a family is willing and able.
4. A statement that admission and contract execution is subject to a final income and eligibility verification.
5. The address, location, legal description, unit number, or type of services to be received (amount of assistance).
6. A statement that the family has 10 calendar days in which to respond to the notice, either by accepting or rejecting the service, assistance or unit offered.
7. A statement that failure to respond within 10 calendar days shall be regarded as a rejection of the offer.
8. A statement that a rejection of the offer shall result in the family receiving a new date (date of formal rejection) and that their application shall be placed at the bottom of their priority group on the waiting list.
9. A statement that the notice is not a contract and does not obligate the housing program in any way.

**F. Successors (for home ownership, lease-purchase only)**

**1. Manner of Designation**

Each homebuyer shall designate a successor at the time the home ownership (lease purchase) agreement is executed. The designation may be changed at any time during the duration of the agreement, provided that such changes are made in writing by the homebuyer.

**2. Events Authorizing Successors**

In the event of death, physical or mental incapacity, the person designated as successor shall succeed to the rights and responsibilities of the homebuyer provided that all eligibility and program requirements are met.

**3. Situations where Successors will not be Recognized**

The designated successor shall not succeed if the home ownership (lease purchase) agreement is terminated for any reason other than death, physical or mental incapacity. A family may transfer a unit to another person, subject to approval by the Office of Housing (see Transfer section, Section IV, Part G).

4. Eligibility of Successor

The designated successor must either be the spouse of the homebuyer or a direct descendant, or meet all other eligibility and selection requirements as specified in this policy.

5. Squaxin Island Tribe Designation of Successor

If the designated successor is not eligible or does not meet admission standards, the designated successor shall have the opportunity to designate an eligible successor; if no eligible successor can be identified, the home shall be relinquished to the Department of Community Development.

6. Succession to All Rights and Obligations

The designated successor shall assume all rights and obligations of the former homebuyer, including all outstanding amounts owed and any amounts in the equity account.

7. Minor Children Occupying Home; Guardianship Agreement

After the occurrence of death, physical or mental incapacity, if there is no qualified and eligible successor, the Office of Housing shall execute a home ownership (lease purchase) agreement with an adult who has been appointed legal guardian of the children as an occupant of the home. The guardian shall be responsible for performing the duties and obligations of the home ownership (lease purchase) agreement on behalf of the children. This arrangement shall remain intact until the oldest child reaches the age of 18 years, at which time that person may become the head of household, if qualified. If at any time prior to the oldest child reaching the age of 18 years, the guardian is no longer willing and able to perform the obligations and duties of the agreement, and no other guardian is appointed, possession of the home shall revert back to the Department of Community Development.

8. Trust, Restricted, or Special Consideration of the Land Status

In case of trust, restricted, or special land considerations, the Squaxin Island Tribe shall review applicable statutes and requirements prior to approving a successor, or designating a subsequent homebuyer. The home ownership (lease purchase) agreement may be modified to accommodate any special considerations.

9. Equity, MEPA, and Purchase Price Schedule

There shall be no interruption or change in the amortization schedule due to succession of the home. All rights and obligations, including equity accounts, shall be transferred to the subsequent homebuyer.

## G. Transfers

### 1. Requirements for Transfer

Any family or person(s) requesting a transfer to another project, program, or unit must do so in writing. In the case of rental units, the Office of Housing shall determine that a transfer is warranted. All transfers are subject to availability of units. The Office of Housing may approve transfers for the following: size of unit not compatible, change in income level, employment, or education. Two families may transfer (trade) units if both parties agree that it is in their best interest, and the Office of Housing approves.

### 2. Families Must be Current

In order to transfer, the family, person, or families must be current on their house payments or rents, and on their Tribal utility payments.

### 3. Maintenance and Repairs Performed

All necessary repairs and rehabilitation of the unit shall be charged to the current tenant prior to move-out. If the total amount of charges is unclear, a "good faith" estimate shall be provided by the Office of Housing. All move-out charges shall be satisfied in full by both parties before the transfer is approved by the Office of Housing.

### 4. Purchase price schedule (home ownership only)

All rights, obligations, and equity shall be transferred to the new home. The purchase price shall be the remaining balance owed on the home.

### 5. Transfer of Unit to Other Parties (home ownership only)

A homebuyer may transfer all rights, benefits, duties, and obligations of a home ownership (lease purchase) agreement to another person(s) in certain circumstances. The request shall be made in writing and all applicable requirements for transfer and admission must be satisfied by both parties before approval will be granted. The recipient of the housing unit must be fully eligible for selection for housing and already be on a priority waiting list. Requests for transfer of a unit to other party must be approved by the Housing and Utilities Commission.

**V. Occupancy Standards**

In order to prevent overcrowded conditions and wasted space, homes shall be assigned in accordance with the following schedule. The tribe may make exceptions due to unusual circumstances. Factors to be considered include age and sex of children, potential changes in family composition, availability of unit sizes, etc.

<b>NUMBER OF BEDROOMS</b>	<b>NUMBER OF PERSONS</b>
<b>2 BR</b>	<b>1-3</b>
<b>3 BR</b>	<b>3-5</b>
<b>4 BR</b>	<b>5-6</b>
<b>5+ BR</b>	<b>7+</b>

## **VI. Leasing, Lease Purchase Requirements and Rules of Occupancy**

### **A. Execution of the Agreement (see Section 207 of NAHASDA)**

Prior to occupancy of a unit or at any earlier time determined by the Office of Housing, the participant/home buyer shall execute a home ownership (lease purchase) agreement with the Tribe. This agreement is a legal document which describes rights, duties, obligations, and responsibilities, and shall be executed promptly after final selection of the applicant. The agreement shall be executed in duplicate original with both parties receiving an original document. The head of household and spouse shall sign the agreement and the Community Development Director or the Housing Manager shall sign on behalf of the Tribe.

#### **1. Changes, Modifications, and Amendments**

If the homebuyer (head of household or spouse), or the unit (due to transfer) changes, a new home ownership (lease purchase) agreement shall be executed. The Housing and Utilities Commission may revise or adopt policies which affect the home buyer's obligations and requirements under the agreement. Such changes do not require execution of a new agreement.

#### **2. Termination of Agreement by the Home Buyer**

The homebuyer may terminate the agreement provided that a 30 calendar-day written notice is given to the Office of Housing, and the procedures for termination contained in the agreement are followed.

#### **3. Termination of agreement by the tribe**

The Office of Housing may terminate the agreement in accordance with the termination provisions contained in the agreement. A failure by the homebuyer to comply with any of the requirements, obligations, or duties outlined in the agreement shall be grounds for termination. The Office of Housing shall issue a notice of breach to the home buyer promptly after the occurrence of such a breach, notify the home buyer of grievance procedures, and state the action required by the homebuyer to amend the breach. If the breach is not amended to the satisfaction of the Office of Housing, a notice of termination shall be issued. The notice of termination shall be in accordance with the terms and conditions of the agreement.

### **B. Guidelines and Rules of Occupants (See Section 207 of NAHASDA)**

#### **1. Principal Residency Requirement**

As a condition of occupancy, homebuyers are required to use the home as a principal residence.

#### **2. Determination of Abandoned Unit**

A home which has been unoccupied for a period of 15 calendar days or more without notification to the Office of Housing may be determined to be abandoned

and in breach of the home ownership (lease purchase) agreement.

### 3. Business Use of Home

The use of the home for operation of a business may be approved by the Office of Housing. The operation of a business may be essential for the well-being of the family, or for the family to meet its obligations under the agreement. The operation of the business should not negatively impact neighbors or surrounding community. A request to operate a business out of the home shall be made in writing. A decision on the request shall be made within 10 calendar days of the date of the request. A denial is subject to the appeal procedure described at Section III.B.3.

### 4. Structural Modifications

No resident or home buyer shall make any structural modifications or additions to the unit unless approved by the Office of Housing. A request for modification shall be made in writing, and provide detailed information regarding the proposed change (e.g. plans/specifications). If the resident or home buyer is in full compliance with the terms of the home ownership (lease purchase) agreement, the Office of Housing may approve the request.

#### a. Alterations and Additions

Modifications which may be approved include but are not limited to energy conservation items, alternative heat and air, enclosing a carport or garage, adding storage space, adding living space, permanent fencing, and cosmetic interior items. The Housing and Utilities Commission must approve all major alterations.

#### b. Resident Expense

All costs and expenses incurred by the resident or homebuyer in making modifications shall be solely the responsibility of the homebuyer or resident.

#### c. No Liens

No liens may be placed on the home in connection with structural modification. The property shall remain unencumbered until conveyed to the homebuyer.

#### d. Construction/building Code Requirements

All construction shall be done in accordance with local building codes and ordinances. The Office of Housing shall be given the opportunity to inspect the work during all phases of completion.

#### e. MEPA/Equity Use (home ownership only)

If the home buyer is in compliance with the terms of the home ownership

(lease purchase) agreement, the Office of Housing may approve the use of equity funds to pay for the cost of structural modifications.

**5. Damage to Property**

Home buyers and residents shall refrain from damaging, defacing, vandalizing, destroying or removing any part of the home, neighborhood, and community including all public and Tribally-owned property. The head of household and spouse are responsible for all family members and residents of their homes or rental units.

**6. Public Disturbance**

Home buyers and residents shall not engage in unlawful activities or activities which could cause a disturbance to neighbors and the surrounding community. The Office of Housing shall maintain a record of all official reports by law enforcement of public disturbances. Filing of three or more official public disturbance reports by law enforcement may result in termination of the home ownership agreement or rental agreement.

**7. Responsibility to Provide Utilities**

It is the responsibility of the homebuyer or renters to provide all utilities for the unit including deposits.

**8. Home Ownership Payments and Rents**

All homebuyer and rent payments are due on the 1<sup>st</sup> day of the month, in accordance with the Tribal Collection Policy.

**9. Maintenance and Appearance of the Home and Property**

The home buyer shall provide all maintenance and basic upkeep of the home, keeping it in an acceptable condition and free from trash, clutter, and debris (including old or junk cars). The Tribe shall monitor the condition of the unit through periodic on-site and drive-by inspections. A car must have a valid license plate or it shall be considered a junk car and the home buyer shall be required to remove it from the property.

**10. Pet/Animal Control**

All home buyers and renters shall remain in compliance with local animal control policies and ordinances. Renters shall be allowed to have only one pet and home buyers and home owners shall be allowed to have two pets. The pet may be a cat, dog, or other small domesticated house pet. Horses and other livestock are not allowed. If the Office of Housing determines the pet is creating an unsafe or unsanitary condition for the unit or the grounds, the tenant shall be required to remove the pet from the premises. If the pet threatens the safety of the neighborhood, the Office of Housing shall inform the tenant to immediately remove the pet from the property of the tribe/Office of Housing. Pit Bulls, Rotewilers, or other breeds determined to be unacceptable by the Housing and Utilities Commission shall not be allowed in rental units or grounds. All dogs



shall be on a leash or secured in a fenced area. Cats and dogs shall be neutered or spayed. Tenants will not maintain cats or dogs for breeding purposes. The tenant shall be warned only once regarding the need to get rid of the problem pet; thereafter, appropriate local agencies shall be contacted and termination of the lease agreement may be initiated.

**11. Requirement to list Occupants**

The homebuyer is required to list all occupants of the unit or home on the family's admission form/record/application for continued occupancy. Any visitors who remain for an extended period of 15 calendar days are subject to inclusion on the family's official record.

**12. Homebuyer and Resident Responsibility for Children and Guests**

The homebuyer (head or spouse) is responsible for all actions of the residents, guests, and children of the home and may be held accountable for such actions.

**13. Inspections**

The homebuyer or renter shall permit the Office of Housing to periodically inspect the unit or home and grounds.

**14. Counseling**

The homebuyer or resident is required to attend all mandatory counseling sessions scheduled by the Office of Housing. The home buyer or /resident may be required to attend individual counseling sessions as a condition of continued occupancy.

**15. Prohibition of Illegal Drug Activities**

Any conviction for a drug-related criminal activity shall be grounds for immediate termination in accordance with the home ownership (lease purchase) agreement.

**16. Insurance**

The Office of Housing shall provide required insurance on the unit structure including fire and extended coverage. The homebuyer or resident will have to secure their own insurance for personal property and contents. It is the home buyer's and renter's responsibility to report all damage to the unit so claims can be processed in a timely manner.

**17. Re-certification Requirements**

The home buyer or resident is required to update relevant information regarding income, family composition, payment, rent calculations etc. on an annual basis (*See Certification Process*).

**18. Prohibition of Subleasing**

The homebuyer or resident shall not take in boarders or sublet the unit without prior approval by the Office of Housing (See Subleasing Policy section, Section C).

**19. Security Deposit (Rental Only)**

The resident is required to pay a security deposit in the amount of \$200.00. The deposit shall be refundable within 30 days after move-out, provided that all conditions, obligations and requirements of the lease agreement have been satisfied. Renters with pets are required to pay an additional non-refundable pet deposit in the amount of \$100.00.

**20. Other Responsibilities and Obligations under the Home Ownership (Lease Purchase) Agreement**

The homebuyer or resident is responsible for complying with all other responsibilities and obligations stated in the home ownership (lease purchase) agreement.

**21. Other Tribal Requirements**

The homebuyer or resident is responsible to adhere to additional requirements identified by the Office of Housing.

**C. Sublease Policy (Home ownership only)**

**1. Approval of Sublease Required**

The Office of Housing may approve a sublease of a home under certain circumstances. The request to sublease must be in writing and state the reason for the request and the length of the sublease. In order to sublease, the homebuyer must be in full compliance with the home ownership (lease purchase) agreement.

**2. Allowable Justification and Reasons for Sublease**

The Office of Housing may approve a sublease for the following reasons: employment, higher education, medical treatment or illness, or military duty. Requests for a sublease for emergency situations not covered by this section can be submitted to the Housing and Utilities Commission for consideration.

**3. Duration of the Sublease**

The Office of Housing may approve a sublease for a period of up to one year.

**4. Approval of Sublease**

The Office of Housing may approve a sublease if the proposed sub-lessee meets all the selection and eligibility requirements of this policy.

**5. Form of Sublease**

The sublease form shall be provided by the Office of Housing and executed in triplicate original with the Tribe, homebuyer, and sub-lessee; each receiving an original document.

**6. Sublease Payment**

The payment for the unit shall continue to be calculated based on the homebuyer's income and not of the sub-lessee.

**7. Home buyer's Obligation Continues**

The approval of a sublease by the Office of Housing temporarily waives the homebuyer's obligation to reside in the home and use it as a principal residence for a specified period. Subleasing does not waive or otherwise exempt the homebuyer from any other requirements or obligations of this policy or the homebuyer agreement.

**8. Termination of Sublease**

While the Tribe is not a party to the sublease agreement, the Office of Housing retains the right to terminate the sublease if either the sub-lessee or homebuyer does not continue to comply with the terms and conditions of the sublease or Tribal policy requirements. The termination shall be in accordance with the home ownership (lease purchase) agreement and Tribal policy.

## **VII. The Certification Process (See 24 CFR Part 1000.128)**

### **A. Annual Re-certification**

#### **1. Scheduling**

Home buyers/residents are required to re-certify income on an annual basis. All information required for re-certification shall be provided to the Office of Housing by homebuyers and renters annually, upon request of the Office of Housing. To the maximum extent possible re-certification will be completed in conjunction with the annual inspection. Re-certification includes verifying information needed to determine homebuyer payment/rent payments and other vital information concerning the family's composition and records. The tribe shall notify the home buyer/resident of the need to re-certify and set a date/time for the re-certification.

#### **2. Adjustments to Home buyer Payments/Rent Payments**

After the annual re-certification process is complete, an adjustment in payment/rent amount will be made effective the month immediately following the re-certification. Adjustments will not be made retroactive unless the Office of Housing determines that re-certification was delayed by the Office of Housing or some other third party, and that the home buyer/resident was in no way at fault.

#### **3. Interim Re-certification**

The homebuyer or renter may voluntarily request a re-certification of income and/or re-certification if they feel that circumstances have occurred which would affect the monthly required payment/rent. The tribe will process these requests on a first-come, first-served basis.

#### **4. Income and Payment/Rent Presumed if Family Fails to Provide Information**

If the home buyer/resident fails to provide updated information in a timely manner, the Office of Housing shall increase the required payment/rent to the maximum payment/rent amount. (See Failure to Comply or Properly Report Information Required)

#### **5. Option by Homebuyer or Renter to Maximum Payment/Rent**

A homebuyer or renter may elect to pay the maximum payment/rent in lieu of providing income verification information.

#### **6. Other Required Information**

The home buyer renter may be required to submit additional information at re-certification, if the Office of Housing deems it necessary to complete the family's records or to assist in determining income and payments/rent. Information which may be required includes but is not limited to social security cards (numbers) for new family members/occupants, divorce decrees, and receipts for various

expenses.

**B. Special Re-certifications**

If it is impossible to determine a family's actual income due to unstable conditions such as fluctuating or sporadic employment and income, the Office of Housing may set a date for a special re-certification, at which time the family's economic condition is likely to be more stable. The Office of Housing may use alternative methods of calculating annual income in cases where an accurate estimate of income cannot be arrived at or computed.

**C. Adjustment of Utility**

**1. Notice of Adjustment**

If the tribe determines that an adjustment in the utility allowances is to be made, the affected home buyers/residents shall be given written notice of the adjustment not less than 60 days prior to the effective date of the adjustment.

**2. Effective Date of Change**

The tribe will make every effort to make the effective date of the adjustment the first day of the month. In the event that the effective date of the adjustment is not the first day of the month, the effective date of change with respect to rent/payments will be the first day of the month immediately following the effective date of the adjustment. If the effective date of adjustment is the first day of the month, then the effective date of change for rent/payment calculations will be the same day.

**D. Adjustments Due to Errors**

If the Office of Housing made an error in calculating a homebuyer's or renter's payment/rent which was subsequently discovered by either the tribe or resident, a retroactive adjustment shall be made to the effective date of change (improper adjustment). Errors which are caused by the home buyer/resident may also be made retroactive if the tribe finds evidence that the errors were committed willfully, in an effort to receive a reduced payment/rent.

**E. Procedure for Re-certification**

**1. Submission of Application for Continued Occupancy**

At the time of the required re-certification, the home buyer/resident shall be required to submit an application for continued occupancy, on an Office of Housing prescribed form. The completed application and any attachments shall be signed by the home buyer/resident.

**2. Notice of Changes**

Within five (*at the discretion of the tribe*) days of the completed re-certification process, the home buyer/resident shall be informed in writing of any changes in the required monthly payment/rent and the effective date of these changes.

**F. Failure to Comply or Properly Report Information Required**

If a home buyer/resident fails to provide information or provides false information for a required re-certification, it is considered a breach of the homebuyer agreement/lease and is grounds for termination of the agreement. Providing false information to the tribe may be considered fraud, which is a crime punishable under the law. If a home buyer/resident fails to respond to the letter requesting re-certification information, a written notice will be sent out with a deadline for submission of information. If the home buyer/resident fails to meet the deadline, the tribe shall notify the home buyer/resident of the breach of the agreement and proceed with eviction procedures outlined in the agreement and the Tribal collection and eviction policy.

**G. Suspension of Payments**

The Office of Housing may suspend the required monthly payments/rent for a specified period of time due to unusual circumstances, such as substantial rehabilitation/repair work being performed on the unit/house. The home buyer/resident may request the suspension of payments/rent and the tribes shall approve/disapprove the request and notify the home buyer/resident in writing of the determination.

## **VIII. Home Inspections**

### **A. Initial Inspection**

#### **1. Participants**

At the time of initial occupancy, a move-in inspection shall be conducted with the Office of Housing inspector (representative) and the home buyer/resident. The home buyer/resident shall be permitted to have a representative of their choice present at the initial inspection to assist them.

#### **2. Counseling Opportunity**

The Office of Housing shall provide the home buyer/resident with counseling or home buyer/resident training sessions, which cover the obligations of the resident, and proper home care procedures. Attendance at counseling sessions may be a mandatory requirement prior to occupancy.

#### **3. Documentation of Conditions**

At the conclusion of the initial inspection, the home buyer/resident shall sign an inspection report detailing any deficiencies in the unit/home. The Office of Housing shall correct the deficiencies within a reasonable amount of time thirty (30) days.

#### **4. Warranties**

At the time of move-in, the home buyer/resident shall be provided with a list/packet of the applicable warranties for that particular unit/home.

### **B. Annual Inspection**

#### **1. Notification**

The Office of Housing shall provide the home buyer/resident with written notification of the scheduled inspection at least ten (10) calendar days prior to the date of the inspection. The notice shall state that the annual inspection is a requirement of the home buyer/lease agreement and give the date and time of the inspection.

#### **2. Inspection Procedure**

The Office of Housing shall conduct a thorough inspection of the interior, exterior, and adjacent grounds of the unit/home. The home buyer/resident shall sign the inspection. The home buyer/resident shall sign the inspection report, which contains the results of the inspection.

#### **3. Deficiencies/Damages**

If the inspection reveals any deficiencies in the condition of the unit/home, the home buyer/resident shall be given sixty (60) days to correct the deficiencies, at

which time a follow-up inspection shall be scheduled.

#### 4. Follow-up Inspection

The Office of Housing shall conduct a follow-up inspection to determine if the deficiencies have been corrected. The home buyer/resident shall be present at the inspection. If the home buyer/resident has not corrected the deficiencies, the Office of Housing may terminate the homebuyer agreement/lease in accordance with the terms of the agreement, or perform the necessary work and charge the home buyer/resident's account.

#### C. Special Inspections

In addition to the annual inspection, the Office of Housing may require special inspections if the home buyer/resident has received unfavorable inspection reports in the past. Special inspections may be required as a condition of initial occupancy if the home buyer/resident has a poor record of home care at past residences.

#### D. Move-Out Inspections

Upon termination of the homebuyer agreement/lease, the Office of Housing shall conduct a move-out inspection. The home buyer/resident or representative shall be present at the inspection. The Office of Housing shall prepare an inspection report, which shall be signed by the home buyer/resident. The report shall include an account of any deficiencies noted, a written estimate of the amount (dollar value) of work required. The Office of Housing shall correct the deficient items and charge the home buyers/resident's account (equity or deposit) for the work. If the amount of the work exceeds the homebuyer's/resident's available balance, the Office of Housing shall bill the home buyer/resident for the amount outstanding.



## IX. Conveyance

### A. Opportunity to Purchase

Participants in the home ownership program will be given the opportunity to purchase their home in accordance with the homeowner agreement and when all necessary obligations under the agreement have been satisfied.

### B. Determination of Purchase Price

#### 1. Initial Purchase Price

The Office of Housing shall determine the initial purchase price prior to execution of the homebuyer agreement (*See Appendix B*). Shortly after move-in the homebuyer shall be issued a purchase price/amortization schedule. The homebuyer shall also receive periodic statements detailing the payments made, balance owed, equity, and payoff.

#### 2. Subsequent Purchase Price

The Office of Housing shall establish the purchase price for subsequent homebuyers prior to move-in. For subsequent homebuyers who are successors, the remaining balance owed on the home will be the purchase price. Subsequent homebuyers shall be issued a purchase price/amortization schedule and periodic statements of account.

### C. Conveyance of Dwelling Units

A home shall be eligible for conveyance when the home buyer has met all of the obligations of the home buyer agreement including but not limited to purchase price paid in full, payment of settlement and closing costs, attorneys fees, payment of first year's insurance coverage and taxes (if applicable). The Office of Housing shall charge an "administrative fee" to the homebuyer while waiting for the home to be conveyed.

### D. Conveyance Procedure

When the balance owed on the home equals \$2,000 or less (*determined by tribe*), the Office of Housing shall provide written notification of the anticipated payoff. The notification shall provide a statement of the balance owed, the approximate date of payoff, and an estimate of all required charges, fees, and costs. After the notification, the Office of Housing shall verify all of the accounts and financial documents to ensure accuracy. The Office of Housing shall prepare all of the necessary documents and perform all required transactions to enable the home to be conveyed. Once the homebuyer has paid off the balance of the home and other necessary settlement costs, the tribe shall notify the homebuyer of the closing date. At the closing, the Office of Housing shall provide all of the necessary documents to complete the transaction. The homebuyer and Office of Housing shall execute all of the required documents and legal instruments. The homebuyer shall receive a copy of the settlement statement detailing all charges and a copy of the warranty deed (or other instrument conveying the home, i.e. lease agreement).

**E. Transfer of Title**

Once the transaction is completed, the Office of Housing shall file and record all of the necessary legal instruments. The original (recorded copy) deed or other legal instrument shall be mailed to the homebuyer within 30 days of closing.

**F. Disposition of Proceeds/Settlement of Account**

Any remaining balance due to the homebuyer after closing shall be mailed to the homeowner within 30 days of closing.

**G. Counseling**

In order to assist home buyers with making the transition to full-fledged home ownership, the Office of Housing shall provide counseling opportunities to home buyers prior to closing.

**H. Conveyance of Homes on Leased or Restricted Land**

The conveyance of homes on leased or restricted land, with special land status considerations shall proceed. The Office of Housing shall provide all necessary legal documents including lease assignments and cancellations. Any documents requiring signatures or letters of approval will be prepared/secured by the tribe in time for closing.

**I. Post-conveyance Modernization or Other Housing Assistance**

Unless stated elsewhere in Tribal policy or program guidelines, conveyed units/homes may be eligible for housing assistance in accordance with the guidelines and requirements governing the program requested.

**X. Conversion of Units to a Different Program**

**A. Lease/Purchase to Rental**

The Office of Housing may approve a homebuyer's written request to convert their unit to a rental if the tribe determines that the conversion is in the best interest of the home buyer/resident and the tribe. The homebuyer must complete all repairs and an inspection will be conducted. If the unit is in acceptable condition, any balance in an equity account will be refunded to the occupant.

**B. Rental to Lease Purchase**

After six months in a rental unit, the occupant can make a written request to convert to a Lease Purchase. The occupant must meet the established income eligibility requirements. The Office of Housing will also consider other factors such as financial feasibility, condition of the unit/home, repair costs and record of delinquencies. The Office of Housing shall furnish a copy of a settlement statement detailing any amounts owed or to be refunded prior to completion of the conversion.

## **XI. Appeal of Office of Housing Decisions**

Any individual may appeal a decision made by the Office of Housing if they feel that policies where not properly followed or applied. The appeal process is:

Step 1: Any individual receiving services under the Tribal Housing Program may appeal an Office of Housing decision. The appellant may submit an appeal in writing to the Office of Housing within 10 calendar days of the date of the decision. Within 10 calendar days of receipt of an appeal request, the Housing Manager shall set a meeting time with the appellant. The appellant is given the opportunity to produce evidence, clarify information, and/or ask questions regarding the decision. The Housing Manager shall respond to the appeal within 10 calendar days following the meeting.

Step 2: If the appeal is denied, the appellant may request a review of the appeal by the Director of Community Development within 10 calendar days of denial of the appeal. The Director shall have 10 calendar days to decide if a review of the appeal is warranted. If the Director chooses to review the appeal, the Housing Manager or the appellant may be called to clarify any information previously submitted in the application or the appeal. The Director shall decide on the appeal within 10 calendar days of accepting the appeal for review and notify the appellant of the decision.

Step 3: If the Director of Community Development chooses not to review the appeal or decides that the action by the Office of Housing was appropriate, the appellant may within 10 calendar days of the date of the decision, request a hearing with the Tribal Housing and Utilities Commission. The request shall be in writing and addressed to the Chairperson of the Commission. Upon receipt of the request, the Chairperson shall add the hearing to the agenda for the next regular meeting of the Commission. The Secretary/Treasurer of the Commission shall notify the appellant within five calendar days of the decision of the Commission. All decisions of the Housing and Utilities Commission shall be final.

# **SQUAXIN ISLAND TRIBE**

## **PAYMENTS AND RENTS**

### **POLICY**

#### **CONTENTS**

- I. Purpose and Applicability**
- II. Determination of Income and Calculation of Payment/Rent**
- III. Maximum Payments and Rents**
- IV. Minimum Payments and Rents**

**I. Purpose and Applicability**

The purpose of this policy is to establish a method for determining the amount charged to a tenant for monthly payments/rent. This policy is applicable to the Squaxin Island Tribe's housing program including home ownership, lease purchase, rental, and all other housing programs managed by the Housing and Utilities Commission and the Office of Housing. (See Section 203 of NAHASDA and 1000.124 & 126)

**II. Determination of Income and Calculation of Payment/Rent**

Annual income will be based upon the H.U.D. Section 8 definition of income. Annual income shall not include any treaty-based income. Annual income will be the basis for determining eligibility and the starting point for calculating the monthly payment or rent.

Once the annual income has been determined, the Office of Housing will apply the standard deductions and exclusions required by NAHASDA Section 4(1). The Housing and Utilities Commission may authorize additional exclusions and/or deductions.

Once the annual adjusted income has been determined, this amount will be divided by 12 to arrive at the monthly-adjusted income.

Utilities are to be considered a part of the monthly payment/rent calculation and an amount for the utility allowance will be deducted from the monthly-adjusted income. The utility allowance shall apply to existing homebuyers and renters schedule is as follows:

	FY99	FY00	FY01	FY02	
2 BR		\$ 75	\$ 65	\$ 45	\$ 0
3 BR		\$ 90	\$ 80	\$ 60	\$ 0
4 BR		\$ 95	\$ 85	\$ 65	\$ 0
5 & UP BR		\$ 110	\$ 100	\$ 80	\$ 0

Once the utility allowance is applied, the remaining amount will be multiplied by 15% to determine the monthly payment for elders' rental units and by 30% for all other rental units.

Once the utility allowance is applied, the remaining amount will be multiplied by 15% to determine the monthly payment for home ownership units.

The monthly rent/payment will remain in effect until the required annual re-certification is completed or a change in a tenant's circumstances justifies re-certification and a new payment/rent amount is established. The Office of Housing initiates annual re-certifications; tenants or the Office of Housing can request re-certification for substantial change in circumstances subject to the Office of Housing accepting the request and the substance of the change in circumstances.

**III. Maximum Payments/Rents**

The Housing and Utilities Commission has set the following schedule for maximum rents and maximum payments:

Home Ownership:	2 BR	3 BR	4 BR	5 BR & Up
	\$250	\$350	\$450	\$600

Rental:	2 BR	3 BR	4 BR	5 BR & Up
	\$250	\$300	\$350	\$500

Tenants occupying a unit under a Mutual Help Occupancy Agreement prior to April 1, 1999 shall abide by the maximum payment in effect on September 30, 1997 until such time that a new occupancy agreement is executed by the tenant as required by NAHASDA and the tenant continues to occupy the unit in compliance with any occupancy agreement.

If the monthly payment/rent calculation results in an amount greater than the maximum amount for that particular unit, the tenant/resident/home buyer will be charged the maximum amount.

**IV. Minimum Payments and Rents**

Minimum payments and rents shall be reviewed annually by the Housing and Utilities Commission and may be adjusted based on the operating costs for the housing services provided.

# SQUAXIN ISLAND TRIBE

## COLLECTIONS POLICY

### CONTENTS

- I. **Purpose and Applicability**
- II. **Requirements and Procedures**
  - Amount of Required Monthly Payments**
  - Failure to Met Financial Obligations
  - Inability to Make Full Payment Due to Hardship
  - Partial Payment
  - Budget Counseling
  - Payment Agreement Procedure and Negotiated Settlements
  - Loss of Eligibility
  - MEPA or VEPA Equity Use for Amounts Owed
  - Returned Check Fees
- III. **Collection of Delinquencies**
  - A. Due Dates
  - A. Demand Letters/Termination
  - B. Referral to Legal Counsel
- IV. **Legal Proceedings**
  - Court Proceedings**
  - 1. Final Opportunity for Settlement with Stipulations
  - 2. Tribe/Office of Housing Rights
  - Court Action
  - Collections after Move-Out
  - Removal of Personal Property



**I. Purpose and Applicability**

The purpose of the Collections Policy is to inform tenants (renters and homebuyers) of established guidelines for collection of rent, house payments, housing services, and payment of work orders and other charges. The goal of this policy is to collect the amounts owed to the Squaxin Island Tribal Housing Program to ensure the continuation of adequate housing services while providing for the safety and well-being of tenants and promoting fairness and due process.

This policy shall apply to tenants and occupants that have entered into a rental lease purchase or home ownership agreement, contract, or loan with the Office of Housing. For purposes of this policy, rental, lease purchase, and home ownership occupants and families receiving services will be referred to as "Tenants." The term "Rent" shall be synonymous with lease or home ownership house payments.

**II. Requirements and Procedures**

**A. Amount of Required Monthly Payment**

The amount of required monthly payment shall be determined at the initial admission and occupancy as stipulated in the lease or home ownership agreement. The rent shall be established based on the method identified in the Squaxin Island Tribe Payment and Rent Policy or pursuant to program requirements.

**B. Failure to Meet Financial Obligations**

If the tenant fails to meet his or her financial obligations, including payment of required rent, the account shall be handled according to Office of Housing procedures for delinquent accounts. The ability to meet financial obligations is a requirement for admission and continued occupancy.

**C. Inability to Make Full Payment Due to Hardship**

If the tenant informs the Office of Housing of inability to make full payment due to hardship or a substantial change in circumstances and presents evidence in support of that fact, the Office of Housing shall consider granting an extension and negotiating a settlement. The tenant should contact the Office of Housing prior to the due date to receive an extension. The extension deadline will become the new due date.

The Office of Housing shall consider extreme circumstances in approving an extension of the due date. Such conditions may include a death in the immediate family or other disaster that affects the financial state of the tenant.

**D. Partial Payment**

When the tenant who clearly shows an inability to make full payment has presented credible evidence, the Office of Housing shall accept a partial payment; but, until the full payment is made, the account shall be considered delinquent.

**E. Budget Counseling**

The Office of Housing may schedule a budget counseling session for the tenant at a specified time during any period of account delinquency or at the request of the tenant. If

the tenant's account is delinquent three or more times within a 12 month period, the tenant shall automatically be required to complete a budget counseling session arranged by the Office of Housing. Attendance and participation in the budget counseling session is mandatory. Two delinquencies within a twelve-month period may result in an informational referral by the Office of Housing for budget counseling. For mandatory budget counseling, the Office of Housing shall require the tenant to sign a statement documenting attendance and a commitment by the tenant to improve his or her personal financial management.

**F. Payment Agreement Procedure and Negotiated Settlements**

The Office of Housing may negotiate a pay back agreement with the delinquent tenant as an alternative to immediate termination. The pay back agreement shall be on a short-term basis not to exceed 12 months. Tenants shall be allowed to enter into no more than two pay back agreements in any calendar year. The agreement shall contain acknowledgment of the amount owed; the terms of repayment including the date, amount, and place of payments; and a default clause in the event the agreement is breached. The agreement shall be signed by the tenant or spouse and designated Office of Housing staff. Within 5 days of default on a pay back agreement, the defaulting tenant may ask for reconsideration of the pay back agreement. If the tenant has presented credible evidence of hardship that caused the breach of the pay back agreement, the Office of Housing shall have discretionary authority to reinstate the pay back agreement. If the tenant has defaulted on prior payment agreements, the Office of Housing may restrict the reinstatement. If a defaulted pay back agreement is not reinstated, the Office of Housing shall immediately refer the delinquent account to the Squaxin Island Legal Department for termination.

**G. Loss of Eligibility**

Failure to make the required monthly payment and/or default of subsequent pay back agreement and termination of the tenant's agreement or lease shall result in a loss of eligibility for future services or benefits offered by Tribal housing program for a period of five years. The Office of Housing after five years may reinstate eligibility provided that the applicant satisfies all outstanding debts, liens, collection costs, and other related costs.

**H. MEPA or VEPA Equity Use for Amounts Owed**

In order to allow homebuyers to become current following the transfer of the housing program from SPSITHA, homebuyers may use any amount in their equity accounts in excess of \$500 to clear delinquent amounts until October 1, 1999.

After October 1, 1999, delinquent tenants may apply to use MEPA or VEPA equity to cover the delinquent amount if there is a sufficient amount in either equity account. Application to use an equity account to clear delinquent amounts owed shall be limited to once per year and for no more than three months of payments. Homebuyers must maintain a balance of \$1,000 in their MEPA account.

**I. Returned Check/Fees**

If a tenant's payment for rent is returned for any reason, the tenant's account shall be considered delinquent, and the account shall be handled according to Office of Housing

procedures for delinquent accounts. The tenant shall be charged a fee of twenty dollars for each returned check to offset costs to the Office of Housing. The returned check fee shall be due immediately and shall be included in any pay back agreement negotiated by the Office of Housing.

### **III. Collection of Delinquencies**

#### **A. Due Dates**

Rent payments are due and payable on the 1<sup>st</sup> day of each month. Rent is considered late after the due date. If no payment is received by the 11<sup>th</sup> day of the month, the Office of Housing shall send a letter of reminder to the tenant advising them that payment is due. If the tenant does not pay the late rent or satisfactorily respond to the letter by the end of the month, the tenant's account shall become delinquent. Prior to the end of the month for which rent was not received, the Office of Housing shall make every reasonable effort to contact the tardy tenant by personal visit or phone and the attempt and actual contacts shall be documented.

If no response is received by the end of the month, the Office of Housing shall issue a Notice of Delinquency and allow the tenant ten days to respond or contact the Office of Housing to negotiate an extension, pay back agreement, or to pay the amount owed in full. Counseling may be offered or required as a condition for resolving the Notice of Delinquency.

#### **B. Demand Letter/Termination**

If the delinquent account is not settled or the extension or pay back agreement is subsequently defaulted, the Office of Housing shall issue a Termination Notice and a Demand Letter to the tenant to be effective the first business day following twenty calendar days from the issuance of the Termination Notice. The tenants shall be informed of the reason for termination, the need to remove personal property from the premises, and their right to request an appeal hearing within the twenty-day period. The demand letter shall demand payment of all amounts due within the twenty-day period to avoid initiation of legal action. This notice shall be sent by certified mail (return receipt requested), regular mail, or in person. If full payment is received prior to the deadline given in the Termination Notice, the Office of Housing shall cease legal proceedings. The Office of Housing may place other requirements such as counseling on the tenant as a condition for continued occupancy.

#### **C. Referral to Legal Counsel**

If no payment or satisfactory arrangements are made by the end of the deadline, the Office of Housing shall refer the delinquent account to the Squaxin Island Legal Department for termination and eviction proceedings.

### **IV. Legal Proceedings**

#### **A. Court Proceedings**

On the first business day following expiration of the twenty day Termination Notice

deadline, if the tenant fails to file an appeal or settle the delinquent account, the Squaxin Island Legal Department shall file a civil complaint in the Squaxin Island Tribal Court or other appropriate court of competent jurisdiction seeking eviction and/or full payment of the delinquent amount. The complaint shall contain a copy of the homebuyer or lease agreement, account ledger, letters and other notices sent to the tenant regarding non-payment.

1. Final Opportunity for Settlement with Stipulations

After the complaint is filed and summons are served, the defendant may arrange for a settlement or other acceptable arrangement. The plaintiff (Office of Housing) shall inform the court that a settlement was reached if an agreement is made to resolve the outstanding amount. The Office of Housing shall include the cost of legal expenses and court costs incurred in the amount owed. Any settlement shall contain language that in the event the defendant(s) defaults on the agreement, the case shall be automatically reopened and heard for immediate eviction by the court.

2. Office of Housing Rights

The Office of Housing shall reserve the right to seek resolution of the case and settlement prior to the court hearing and final ruling. Once the court makes a final ruling, no settlement or other arrangement shall be allowed. The tenant's opportunity to arrange for a settlement once a court proceeding is filed shall be limited to one occurrence during the tenancy of the lease or home ownership agreement.

B. Court Action

Once the Court issues an order of eviction, a copy shall be hand-delivered to the tenant by Tribal Public Safety officials. The order shall specify the date for tenant eviction. The Office of Housing shall monitor the dwelling unit and arrange for the unit to be boarded-up (if needed) on the eviction day. The Court Order shall contain 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 Office of Housing. In any case, the Office of Housing shall maintain a record of the delinquent accounts, and the Office of Housing shall continue collection efforts, including but not limited to payment requests by letter or phone or assignment to a collection agency.

C. Collection after Move-Out

If the delinquent tenant moves out after notification that the lease or home buyer agreement is terminated and delivery of the demand letter, yet the tenant makes no attempt to settle the outstanding amount, the Office of Housing shall consider the unit abandoned in accordance with the policy for abandoned units and refer the case to the Squaxin Island Legal Department or appropriate staff for filing in Tribal Court for collection. The Office of Housing shall make every attempt to collect and continue to do so after issuance of the Court Order for payment.

D. Removal of Personal Property

It is the responsibility of the evicted tenant to remove all personal property from the unit. However, if the tenant cannot be located, the Office of Housing shall remove and claim the personal items as Office of Housing property for the purpose of disposal. Disposal of said property shall be subject to the Tribal Excess Property Disposition Policy.

# SQUAXIN ISLAND TRIBE

## MAINTENANCE POLICY

### Content

- I. Maintenance Policy Introduction**
  - A. Purpose of Policy
  - C. Responsibility of the Office of Housing
  - D. Responsibility of the Tenant
- II. Preventive and Routine Maintenance Procedures**
  - A. Routine Maintenance Items
  - B. New Construction
  - C. Emergency Coverage
  - D. Landscaping and Grounds Maintenance
  - E. Pest Control Service
  - F. Sanitation Service
  - G. Pets and Animal Control
- III. Non-Routine Maintenance**
  - A. Damaged Units/Emergency
  - B. Insurance Claims
  - C. Renovations
  - D. Structural Changes
- IV. Inspections**
  - A. Routine Inspections
  - B. Unscheduled Inspections
  - C. Move-In and Move-out Inspections
- V. Work Order Procedure**
  - A. Work Orders
  - B. Changes
- VI. Demolition and Disposition**
  - A. Destruction of Units

## **I. Maintenance Policy Introduction**

### **A. Purpose of Policy**

The primary objective of this policy shall be to provide and maintain a safe and healthy environment for the rental occupants of the current assisted housing stock of the Tribe and for occupants of housing developed pursuant to the block grant under PL 104-330, Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA). The maintenance of housing units shall be performed in compliance with applicable housing codes and quality standards. For purposes of this policy, occupants shall be referred to as Tenants. Homebuyers will not be subject to the provisions of this policy. They shall be covered by the Homebuyers Occupancy Agreement.

### **B. Responsibility of the Office of Housing**

The Office of Housing shall be responsible for maintaining rental units in a safe condition by performing regular inspections, preventive maintenance, conducting all necessary repairs and ensuring the productive and useful life of the units. The Office of Housing will coordinate and maintain standards for customer service through communication and publication of its policy to the rental occupants. (See Sec. 203(b)) of NAHASDA)

### **C. Responsibility of the Tenant**

The tenant is obligated to the terms of the lease agreement including maintaining the housing unit in good condition and appearance through proper housekeeping and ensuring continuous service of utilities (water, electricity, and/or gas). This responsibility includes the landscape/grounds of the unit, the proper care for pets, and helping to maintain a peaceful neighborhood. Tenants will not neglect or damage assigned housing units. Tenants are responsible for repairing all damages they cause at their own expense. If the tenant fails to make needed repairs, the Office of Housing shall make the repairs and bill the charges to the tenant.

## **II. Preventive and Routine Maintenance Procedures**

Based on the analysis of new construction and inspections of units under management, preventive and routine maintenance shall be provided to minimize the need for costly maintenance at some future time. The Office of Housing in conjunction with the Public Works Division will annually plan the service schedule for coolers, furnaces, fire extinguishers, smoke alarms, water heaters, water/gas line inspections, weatherization items or corrections to the dwelling units or grounds. Efficient and effective implementation of the preventive maintenance plan shall be required by Office of Housing.

In the stocking of materials, equipment, and supplies, the Office of Housing will utilize the Tribal Procurement Policy. In accordance with audit requirements, the Office of Housing in conjunction with the Public Works Division will conduct an annual physical inventory. These procedures shall be part of the routine maintenance scheduling.

### **A. Routine Maintenance Items**

The Office of Housing shall provide for and perform routine, recurring maintenance tasks

which include minor repairs and replacements which are not a result of damage caused by the tenant.

**B. New Construction**

During construction of new units, the Office of Housing may assign maintenance staff to inspect the various phases of construction including the schematic review. The purpose is to standardize equipment and parts so the maintenance program monitors the warranty and maintains stock for replacement and/or repairs. This will assist the Maintenance Program in maintaining as-built specifications and drawings for future references.

**C. Emergency Coverage**

The Department of Community Development will establish a program to provide emergency service outside of normal working hours. Public Works Division staff will be assigned to serve on standby status to respond to emergency calls by tenants. Such calls may be for broken windows, broken water lines, power outages, and furnace problems during winter, sewer backups, or other emergencies threatening the health and safety of the tenants.

**D. Landscaping and Grounds Maintenance**

Tenants shall be responsible for cleaning the surrounding grounds of their unit. Weeds and other rubbish will not be allowed to accumulate. The Public Works Division shall maintain the grounds for Elders' rental units. Inoperative junk cars will not be permitted on the grounds. Any landscaping shrubs, trees, lawns, and other plants shall be the responsibility of the tenant to maintain, by performing tasks such as watering, pruning, mowing, and other works.

**E. Pest Control Service**

All rental units shall be treated for pest control as part of routine maintenance service. Pest control treatment shall be scheduled and tenants informed 14 days prior to services. If the units are badly infested, tenants may be required to relocate or participate in preventive training. During the routine inspection, maintenance will note the need for additional attention. Any need to temporarily remove furniture, plants, food, or pet shall be the responsibility of the tenant. Failure to comply is a breach of lease agreement.

**F. Sanitation Service**

All rental tenants are responsible for the proper disposal of their own garbage. Burning trash is not authorized in rental units. Compliance with local environmental health regulations shall be enforced.

**G. Pets and Animal Control**

Tenants shall be allowed to have only one pet. The pet may be a cat, dog, or other small-domesticated house pet. Horses and other livestock are not allowed. If the Office of Housing determines the pet is creating an unsafe and/or unsanitary condition for the unit or the grounds, the tenant shall be required to remove the pet from the premises. If



the pet threatens the safety of the neighborhood, the Office of Housing shall inform the tenant to immediately remove the pet. Pit Bulls, Rotewilers, or other breeds determined to be unacceptable by the Housing and Utilities Commission shall not be allowed in rental units or grounds. All dogs shall be on a leash or secured in a fenced area. Cats and dogs shall be neutered and/or spayed. Tenants will not maintain cats or dogs for breeding purposes. The tenant shall be warned only once regarding the need to get rid of the problem pet; thereafter, appropriate local agencies shall be contacted and termination of the lease agreement may be initiated.

### **III. Non-Routine Maintenance**

#### **A. Damaged Units/Emergency**

If a unit is extensively damaged, at no fault of the tenant, the Department of Community Development will relocate the family and immediately schedule the unit for renovation. Such damages may occur as a result of fire, floods, wind, damages by vehicles, explosions, storms, or other uncontrollable situation. The Public Works Division will determine the safety factor of the damage and take appropriate protective action. If the damages are determined to be the fault of the tenant, the Office of Housing will decide on the appropriate charges and may initiate lease termination process.

#### **B. Insurance Claims**

The Office of Housing shall be responsible for filing all insurance claims that are covered in the insurance policy. Tenants are responsible for securing personal property insurance. The Office of Housing will insure only the housing unit. It is the responsibility of the tenant to notify the Office of Housing of any damage that could result in an insurance claim.

#### **C. Renovations**

The Office of Housing in conjunction with the Public Works Division shall maintain major renovation schedules. This may include roof repairs, replacement of floors and tiles, gas or electric conversions, installations of new tubs, sink basins, plumbing fixtures, kitchen cabinet replacements, or other major work. Tenants shall be provided 30 days advance notification of any planned renovation and possible relocation.

#### **D. Structural Changes**

The Office of Housing may change the structure of a rental unit if extensive work or major renovation is already planned or if it determines that the structural changes would be beneficial to the Tribal housing program (e.g. disabled accessibility improvements, redesign of floor plan for practical purposes). Tenants are not authorized to make any structural changes to their unit.

### **IV. Inspections**

#### **A. Routine Inspection**

Annually, the Office of Housing will conduct inspections to determine the condition of

rental units. Following inspections the Office of Housing will initiate Work Orders to the Public Works Division for any emergency, routine, or extraordinary maintenance. Tenants shall be given 14 days notice of scheduled inspections. To the maximum extent possible, Annual Inspections will be coordinated with the Annual Income Certification. Upon completion of inspection, the Office of Housing and staff will meet with the tenant to review findings and establish a plan for repairs.

If the unit is damaged due to negligence and determined to be unsafe and unsanitary for continued occupancy, the Office of Housing may require counseling for the tenants in accordance with the Rental Admission Policy. If major repairs are necessary and to be charged to the tenant, the cost estimate and proposed payment plan shall be discussed and settled prior to commencement of work. (See Sec. 403(b) of NAHASDA)

**B. Unscheduled Inspection**

In the event of an emergency situation or in the event that the Office of Housing has good cause to view a unit, unscheduled maintenance inspections may be conducted. Tenants may not receive advanced notification in such cases. This may include coordination with the Law Enforcement, Child Protective Services, Social Services, or other agencies that will have obtained approval from the housing entity for an unscheduled inspection.

**C. Move-In and Move-Out Inspection**

Once a family has been selected and assigned to a unit, a move-in inspection shall be scheduled. The Office of Housing and tenant shall sign the inspection report, which lists all deficiencies.

Move-out inspections shall be conducted jointly by the Office of Housing and the Public Works Division. Repairs needed that are not normal wear and tear shall be charged to the current (previous) rental tenant. The Public Works Division will coordinate any renovation work required before the unit is reassigned. If the unit is abandoned, the cost to put the unit in good condition shall be charged to the account of the tenant.

**V. Work Order Procedure**

**A. Work Orders**

The Office of Housing shall initiate all required maintenance by an approved work order. Tenants shall either request a work order in person or by phone and provide the following information: project number, unit number, name of head of household, and description of work to be performed. The Public Works Manager will determine the status of the work order (emergency or routine), approve the request and assign appropriate staff to conduct repairs or initiate appropriate contracts. Emergencies shall be determined by any condition that may threaten the life, safety, or health of the occupants or severely affect the immediate premises of the unit. Assigned Maintenance staff will report the labor hours plus materials used on the forms provided.

**B. Charges**

The Office of Housing will charge for all work orders that are determined to be the fault of the tenant. Such charges will include both labor and material. At the request of the tenant, estimates may be provided. The tenant shall be responsible for payment of the work order. Normal wear and tear of rental units will not be charged to the tenant. A schedule of charges shall be posted at the Office of Housing and provided to the tenant upon request.

## **VII. Demolition of Units**

As a last alternative, the Public Works Division or Office of Housing may recommend demolition/destruction of unit(s) if the unit(s) are unsafe and if demolition/destruction is in the best interest of the Tribal housing program. Factors for determining unsafe conditions may include, but are not limited to, foundation problems, asbestos materials, radiation contamination, lead poisoning, or other infectious bacteria related contamination or flood plain area. The Public Woks Division will prepare documentation to justify a recommendation for demolition. The Housing and Utilities Commission will review all recommendation for demolition and make a formal recommendation to Tribal Council. Tribal Council must approve the demolition of any unit.

**APPENDIX A: PURCHASE PRICE CHART**

<b>#BRs</b>	<b>Type of House</b>	<b>Cash Price (\$)</b>	<b>Extended Payoff</b>
<b>5 BR</b>	<b>Type AA@</b>	<b>64,000</b>	<b>80,000</b>
<b>5 BR</b>	<b>Type AB@</b>	<b>60,000</b>	<b>75,000</b>
<b>4 BR</b>	<b>Type AA@</b>	<b>52,000</b>	<b>65,000</b>
<b>4 BR</b>	<b>Type AB@</b>	<b>48,000</b>	<b>60,000</b>
<b>4 BR</b>	<b>Type AC@</b>	<b>56,000</b>	<b>70,000</b>
<b>3 BR</b>	<b>Type AA@</b>	<b>48,000</b>	<b>60,000</b>
<b>3 BR</b>	<b>Type AB@</b>	<b>44,000</b>	<b>55,000</b>
<b>3 BR</b>	<b>Type AC@</b>	<b>40,000</b>	<b>50,000</b>
<b>3 BR</b>	<b>Type AD@</b>	<b>36,000</b>	<b>45,000</b>

## APPENDIX B: DEFINITIONS

*NOTE: The following definitions are from NAHASDA and 24 CFR Part 1000 and should be included in this policy.*

- (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)-
    - 1. who is under 18 years of age; or
    - 2. who is-
      - a. 18 years of age or older; and
      - b. 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-
    - 1. medical expenses, in the case of an elderly or disabled family; and
    - 2. 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.
- (2) **AFFORDABLE HOUSING-** The term 'affordable housing' means housing that complies with the requirements for affordable housing under title II of NAHASDA. The term includes permanent housing for homeless persons who are persons with disabilities, transitional housing, and single room occupancy housing.
- (3) **DRUG-RELATED CRIMINAL ACTIVITY-** The term 'drug-related criminal activity' means the illegal manufacture, sale, distribution, or possession with intent to manufacture, sell, or distribute, of a controlled substance (as such term is defined in section 102 of the Controlled Substances Act).
- (4) **ELDERLY FAMILIES AND NEAR-ELDERLY FAMILIES-** The terms 'elderly family' and 'near-elderly family' mean 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 2 or more elderly persons or near-elderly persons living together, and 1 or more such persons living with 1 or more persons determined under the Indian housing plan for the agency to be essential to their care or well-being.
- (5) **ELDERLY PERSON-** The term 'elderly person' means a person who is at least 62 years of age.

(6) **FAMILY-** The term 'family' includes a family with or without children, an elderly family, a near-elderly family, a disabled family, and a single person.

(7) **INCOME-**

1. **DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT SECTION 8 DEFINITION OF INCOME-** Annual income is the anticipated total income from all sources received by the family head and spouse (even if temporarily absent) and by each additional member of the family, including all net income derived from assets, for the 12 month period following the effective date of initial determination or re-examination of income, exclusive of certain types of income as provided in paragraph (2) of this definition.

Annual income includes, but is not limited to:

1. The full amount, before any payroll deduction, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
2. The net income from 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 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 the definition of exclusions. 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 payments 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 payment for the delayed start of a periodic payment;
5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay;
6. Welfare Assistance  
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 in 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 persons not residing in the dwelling;
  8. All regular pay, special pay and allowances of a member of the Armed Forces.

**Annual Income does not include:**

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 individuals 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;
4. Amounts received by the family that is specifically for, or in reimbursement of, the cost of medical expenses for any family member;
5. Income of a live-in aide;
6. 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. Amounts received under training programs funded by HUD;
9. Amounts received by a disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
10. 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;
11. A resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by an Indian housing resident for performing a service for the IHA, on a part-time basis, that enhances the quality of life in Indian housing. Such services may include, but are not limited to fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination.

No resident may receive more than one such stipend during the same period of time;

12. Incremental earnings and benefits resulting to any family member from the participation in qualifying state or local employment training programs (including training programs not affiliated with 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;
13. Temporary, non-recurring or sporadic income (including gifts);
14. 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;
15. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
16. Adoption assistance payments in excess of \$480 per adopted child;
17. The earnings and benefits to any resident resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988, section 22 of the U.S. Housing Act of 1937, or any comparable federal, state, tribal or local law during the exclusion period. For purposes of this paragraph, the following definitions apply:
  - a. Comparable Federal, state, tribal or local law means a program providing employment training and supportive services that
    1. is authorized by Federal, state, tribal, or local law;
    2. is funded by Federal, state, tribal or local government;
    3. is operated or administered by a public agency; and
    4. has as its objective to assist participants in acquiring employment skills.
  - b. Exclusion period means the period during which the family member participates in a program described in this definition, plus 18 months from the date the family member begins the first jobs acquired by the family member after completion of such program that is not funded by public housing assistance under the 1937 Act. If the resident is terminated from employment without good cause, the exclusion period shall end.
  - c. Earnings and benefits means the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.
18. Deferred periodic amounts of supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts;
19. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes on the dwelling unit;



20. Amounts paid by a state agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;
21. 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 the 1937 Act. The following types of income are subject to such exclusion:
  - a. The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977;
  - b. Payments to volunteers under the Domestic Volunteer Service Act of 1973;
  - c. Payments received under the Alaska Native Claims Settlement Act;
  - d. Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes;
  - e. Payments or allowances made under the Department of Health and Human Services' Low Income Home Energy Assistance Program;
  - f. Payments received under programs funded in whole or in part under the Job Training Partnership Act;
  - g. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians;
  - h. The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims, or from funds held in trust for an Indian tribe by the Secretary of the Interior;
  - i. Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs;
  - j. Payments received from programs funded under Title V of the Older Americans Act of 1965;
  - k. Payments received after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the In Re Agent Orange product liability litigation;
  - l. Payments received under the Maine Indian Claims Settlement Act of 1980;
  - m. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for cost incurred for such care) under the Child Care and Development Block Grant Act of 1990;
  - n. Earned income tax credit (EITC) refund payments received on or after January 1, 1991.

(8) INDIAN- The term 'Indian' means any person who is a member of an Indian tribe.

(9) INDIAN AREA- The term 'Indian area' means the area within which a tribally designated housing entity is authorized by one or more Indian tribes to provide assistance under this Act for affordable housing.

(10) INDIAN TRIBE-

A. IN GENERAL- The term 'Indian tribe' means a tribe that is a federally recognized tribe or a State recognized tribe.

- B. FEDERALLY RECOGNIZED TRIBE-** The term `federally recognized 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, 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.
- C. STATE RECOGNIZED TRIBE-**
1. **IN GENERAL-** The term `State recognized tribe' means any tribe, band, nation, pueblo, village, or community-
    - a. that has been recognized as an Indian tribe by any State; and
    - b. for which an Indian Housing Authority has, before the effective date under section 107, entered into a contract with the Secretary pursuant to the United States Housing Act of 1937 for housing for Indian families and has received funding pursuant to such contract within the 5-year period ending upon such effective date.
  2. **CONDITIONS-** Notwithstanding clause (i)-
    - a. the allocation formula under section 302 of NAHASDA shall be determined for a State recognized tribe under tribal membership eligibility criteria in existence on the date of the enactment of this Act; and
    - b. 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.
- (11) **LOW-INCOME FAMILY-** The term `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 levels of construction costs or unusually high or low family incomes.
- (12) **MEDIAN INCOME-** The term `median income' means, 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.
- (13) **NAHASDA-** The Native American Housing Assistance and Self-Determination Act of 1996.
- (14) **NEAR-ELDERLY PERSON-** The term `near-elderly person' means a person who is at least 55 years of age and less than 62 years of age.
- (15) **NONPROFIT-** The term `nonprofit' means, 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.
- (16) **PERSON WITH DISABILITIES-** The term `person with disabilities' means a person who-
- A. has a disability as defined in section 223 of the Social Security Act;
  - B. is determined, pursuant to regulations issued by the Secretary, to have a physical, mental, or emotional impairment which-
    1. is expected to be of long-continued and indefinite duration;

2. substantially impedes his or her ability to live independently; and
  3. is of such a nature that such ability could be improved by more suitable housing conditions; or
- C. has a developmental disability as defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act.

Such term shall not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome. Notwithstanding any other provision of law, no individual shall be considered a person with disabilities, for purposes of eligibility for housing assisted under this Act, solely on the basis of any drug or alcohol dependence. The Secretary shall consult with other appropriate Federal agencies to implement the preceding sentence.

- (17) **SECRETARY-** Except as otherwise specifically provided in this Act, the term 'Secretary' means the Secretary of Housing and Urban Development.
- (18) **STATE-** The term 'State' means the States of the United States, 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.
- (19) **TRIBALLY DESIGNATED HOUSING ENTITY-** The terms 'tribally designated housing entity' and 'housing entity' have the following meaning:
- A. **EXISTING IHAS-** With respect to any Indian tribe that has not taken action under subparagraph (B), and for which an Indian housing authority-
    1. 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,
    2. is acting upon such date of enactment as the Indian housing authority for the tribe, and
    3. is not an Indian tribe for purposes of NAHASDA, the terms mean such Indian housing authority.
  - B. **OTHER ENTITIES-** With respect to any Indian tribe that, pursuant to NAHASDA, authorizes an entity other than the tribal government to receive grant amounts and provide assistance under NAHASDA affordable housing for Indians, which entity is established-
    1. by exercise of the power of self-government of one or more Indian tribes independent of State law, or
    2. 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.
  - C. **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.