Hoopa Valley Housing Authority

ADMISSIONS AND OCCUPANCY POLICY

The Hoopa Valley Housing Authority Board of Commissioners adopted this Policy on October 28, 2022 by **Resolution no.22-26.** The effective date of this Policy is November 9, 2022.

This Policy is the official Admissions and Occupancy Policy of the Hoopa Valley Housing Authority ("Housing Authority"), adopted to standardize admissions and occupancy procedures, and supersedes all previous admission and occupancy policies and procedures used by the Housing Authority. This Policy shall be reviewed periodically to ensure compliance with tribal and federal law and regulations.

1. General Provisions

1.1. Purpose

The purpose of this Policy is to provide procedures that ensure the fair, consistent and equitable treatment of applicants and residents of housing managed by the Housing Authority. This Policy establishes the guidelines for eligibility, the application process, criteria for admission, criteria for denial of applicants, waiting lists, assignments, transfers and conveyances of units.

1.2. Application

This policy applies to low and moderate-income applicants, residents, renters, homebuyers, and program participants of all Housing Authority managed housing and housing programs. The policies and procedures herein must be adhered to by all relevant parties.

2. Definitions

2.1. Adjusted Income. The Total Family Income less authorized deductions listed below, as applicable, anticipated during the 12-month period for which the Participant's income is computed. Adjusted income is used to determine eligibility for Housing Authority low income housing programs and payment amounts. The following list of deductions can be subtracted from the Participant's Total Family Income to identify the Participant's adjusted income:

A. *$480 per dependent*. Dependents are family members who are not the head or spouse and age 17 or younger or a person with disabilities, or a full-time student. If an applicant requests a deduction for a dependent who is a full-time student, the applicant must provide documentation from the school that the dependent is enrolled as a full-time student;

B. *$400 for any elderly family member*; per section 2.6

C. *Unreimbursed medical expenses*, when combined with disability assistance expenses are in excess of 3% of annual income, for elderly families. If the household qualifies for the unreimbursed medical expenses deduction, expenses of all members are considered;

D. *Reasonable childcare expenses* incurred as a result of parent employment or schooling for the care of children under 13 years of age, if no other adult family member is available to care for the children. Childcare expenses cannot exceed 30% of total family income. In the case of child care that enables a family member to work, the expenses deducted may not exceed 30%income generated by that family member; and

E. *Reasonable expenses for the care of a person with disabilities* in excess of 3% of annual income may be deducted from total family income if the expenses enable the individual with disabilities or another household member to work, are not reimbursable from insurance or any other source, and do not exceed the amount of income earned by the person who is able to work as a result of the expenses.

F. Income for Foster children or foster adults is not considered for the purposes of determining income or deductions from income, or to determine household size to compare with income limits.

2.2. Applicant. Any individual who completes and submits the required prepared forms for participation in any Housing Authority programs.

2.3. Board of Commissioners(BOC) The Hoopa Valley Housing Authority Board of Commissioners.

2.4. Drug-Related Criminal Activity. Evidence of the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in section 102 of the Controlled Substances Act). Such evidence shall include but not be limited to the presence of the controlled substance, residue from the controlled substance or presence of identifiable drug paraphernalia. Marijuana is considered a controlled substance for the purpose of this definition.

2.5. Elderly Families . A family whose head (or his or her spouse),or whose sole member, is an elderly person or a person with disabilities. Such terms include 2 or more elderly persons living together, and one or more such persons determined under the Indian Housing Plan for the agency to be essential to their care or well-being.

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

2.7. Extended Family Member. A family that includes in one household, near relatives in addition to a nuclear family. More specifically, this includes aunts, uncles, son-in-law, daughter-in-law, sister-in-law, brother-in-law, nieces, nephews, grandparents, grandchildren, stepsister, stepbrother who live with a nuclear family.

2.8. Family.

A. A group of two or more persons related by blood, marriage or operation of law, including

foster children, who intend to live together in a unit. Foster care is not used to determine household size or to compare with income limits to determine eligibility.

B. A single person of retirement age (62 or older), as per Section 216(a) of the Social Security Act.

C. A single Hoopa Valley tribal member or a single tribal member enrolled with another federally recognized Indian tribe.

D. A non-tribal member (parent/guardian) living with tribal member children under 18 years of age.

E. A single person with disabilities, defined as: a) expected to be of indefinite duration, b) impedes their ability to live independently, c) is of such nature that their ability to live independently could be improved by suitable housing conditions.

F. Elderly families where one person is elderly, disabled or handicapped and the other person is essential to the elderly person's care or well-being.

G. The definition of a "family" does not exclude a person living alone during a temporary absence of a member of their family who will later live regularly as a part of the family. However, a non-Indian remaining alone in Housing Authority owned housing as the survivor of a tenant or homebuyer after an event (death, marital separation or dissolution) will not constitute a family.

1. A non-Indian tenant or homebuyer who was not married to the member tenant/homebuyer must submit a petition to the Board of Commissioners within 30 business days of the event requesting permission to continue living in the house or other eligible housing based upon a determination that the tenant is essential to the well-being of Indian families in the community. The Housing Authority shall terminate the lease agreement/MHOA and order the non-tribal member to vacate the premises within thirty days of becoming the survivor of the member tenant/homebuyer due to death or separation after a determination that he/she is not essential.

2. A non-Indian tenant or homebuyer who is the surviving spouse of a member and remaining in a house after death, dissolution or separation may continue to live in the unit for his/her life, so long as he or she remains eligible to live in the house.

3. A non-Indian tenant or homebuyer who is the surviving spouse of a member and remaining in a house after dissolution or separation must submit a petition to the Board of Commissioners within 30 business days of the event requesting permission to continue living in the house or other eligible housing. The Housing Authority Executive Director shall make a determination on the petition on a case-by-case basis.

2.9. Full-Time Student. A student carrying a course load that is considered full time for day students under the standards and practices of the educational institution attended, as defined in Section 351 of the Social Security Handbook. An educational institution includes vocational schools with a diploma or certificate program, as well as degree-offering colleges.

2.10. Homebuyer. A person who has executed an MHOA or other homebuyer agreement and has not yet achieved homeownership.

2.11. Homebuyer Payment. The monthly payment of a family purchasing a home pursuant to a MHOA or other homebuyer agreement, including the amortized purchase price and Housing Authority administration charge.

2.12. Homeless Family. A family who is without safe, sanitary and affordable housing even though it may have temporary shelter provided by the community.

2.13. Homeowner. A former homebuyer who has achieved ownership of his/her home.

2.14. Housing Authority. The Hoopa Valley Housing Authority.

2.15. HUD. The United States Department of Housing and Urban Development.

2.16. Immediate Family. Includes one's father, mother, sister, brother, husband, wife, child, father-in-law, mother-in-law, stepfather, stepmother, and stepchildren.

2.17. Involuntary Displacement. Involuntary vacation of a housing unit as a result of (1) a disaster, such as fire or flood that results in the unit being uninhabitable; (2) actual or threatened physical violence directed against the applicant or one or more members of the applicant's family by a member of the applicant's household, and the violence is recent or continuing; (3) activity carried on by a governmental body or agency in connection with code enforcement or a public improvement or development program; (4) action by the Housing Authority that forces vacation of the unit if the reason for the Housing Authority's action is beyond the tenant's ability to control or prevent, or the owner's action occurs despite the tenant's having met all previously imposed conditions of occupancy, including (a) closure of a housing unit for rehabilitation or (b) sale of a housing unit under an agreement that the unit must be vacant when possession is transferred; or (5) any other legally authorized act that results or will result in the withdrawal by the Housing Authority of the unit or structure from the rental market. Such reasons do not include the vacating of a unit by a tenant as a result of actions taken because of the tenant's refusal to comply with applicable program policies and procedures under this title with respect to the occupancy of under occupied and overcrowded units or to accept a transfer to another housing unit in accordance with a court decree. A rent increase is not justification for vacating a unit.

2.18. Live-In Aide. A person who resides with an elder or person with disabilities and who (1) is determined by the Housing Authority to be essential to the care and well-being of that person; (2) is not obligated for support of that person; (3) would not be living in the unit except to provide the necessary supportive services for that person. While the live-in aide may be a family

member, the live-in aide may not be a dependent of the family for tax purposes and is not subject to the eligibility requirements of a tenant or member.

2.19. Low Income Family. A family whose annual income does not exceed 80 percent of the median income for the area, as established annually and published by the Secretary, with adjustments for small and larger families (See ***Appendix 1*** of this document).

2.20. Median Income. 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.

2.21. Monthly Equity Payments Account (**MEPA)**. A Housing Authority-managed account credited with homebuyer payments that exceed the monthly administration charge.

2.22. MHOA. Mutual Help Homeownership Occupancy Agreement or New Mutual Help Homeownership Occupancy Agreement.

2.23. Moderate Income. Moderate-income is annual income that does not exceed 80 percent of the median income for the area, as established annually and published by the Secretary, with adjustments for small and larger families.

2.24. Mutual Help Program. A Housing Authority-managed program that gives qualified Tribal members the opportunity to own a home under the terms of the lease purchase MHOA, which requires among other things making a contribution to the development of the house, paying monthly, maintaining the home, and completing an annual recertification of income and family composition.

2.25. NAHASDA. The Native American Housing Assistance and Self-Determination Act of 1996, as amended.

2.26 Participant. A tenant or homebuyer under a rental lease, MHOA or other homebuyer agreement, respectively, or a person who participates in any other Housing Authority program.

2.27 Person with Disabilities. A person who:

A. Has a disability as defined in section 223 of the Social Security Act or section 504 of the Rehabilitation Act of 1973, which definitions include a person who has:

1. A physical or mental impairment that substantially limits one or more of such person's major life activities. Major life activities means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working;

2. A record of such impairment. Has a record of such an impairment means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one

or more major life activities; or

3. Is regarded as having such an impairment.

B. Has a developmental disability as defined in section 102(8) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 15002);

C. Is the head of household or spouse and is determined 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.

D. Has the disease of acquired immunodeficiency syndrome (AIDS) or any condition arising from the etiologic agent for acquired immunodeficiency syndrome.

E. For purposes of this section, the term "physical, mental or emotional impairment" includes, but is not limited to:

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

2. Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities; and

3. Diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, mental retardation, emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance), and alcoholism. The term does not include current, illegal use of or addiction to a controlled substance.

F. Notwithstanding any other provision of law, no individual shall be considered a person with disabilities, for purposes of eligibility for housing assisted under this part, solely on the basis of any drug or alcohol dependence.

2.29. Secretary. The Secretary of the U.S. Department of Housing and Urban Development.

2.30. Spouse. The husband or wife of the head of household.

2.31. Temporary, Non-recurring, or Sporadic Income. Includes:

A. Casual, sporadic, and irregular gifts, and amounts that are specifically received for, or are a reimbursement of, medical expenses for any family member.

B. Lump sum additions to family assets, including but not limited to inheritance, insurance payments, payments under health and accident insurance and workmen's compensation, capital gains, and settlements for personal or property losses.

C. The amount of educational scholarships paid directly to the student or to the educational institution, and amounts paid by the United States Government to veterans for educational benefits. Income from student loans for tuition, fees, and books (any amounts for shelter can be counted as income) is excluded in the computation of total family income.

2.32. Temporary Stay. A temporary stay means a visitor who stays with a participant for up to 7 days,

2.33. Tenant. An individual or family renting a rental unit from the Housing Authority under a rental lease.

2.34. Total Family Income. Also known as "annual income" or "gross income," the total income from any and all sources received by the family even if a family member is temporarily absent from the family, including all net income from assets for the 12-month period following the effective date of initial determination or reexamination of income. Total family income is used as the base for computing adjusted income.

For example, income includes, but is not limited to: a) the full amount of wages before any deductions; net income from any business or profession; b) interest dividends from real or personal property; c) the full amount of payments from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits; d) payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay; e) welfare assistance; f) alimony payments; g) regular gifts received from others not residing in the dwelling; h) any military allowances or pay; i) any earned income tax credit to the extent it exceeds income tax liability; j) any per capita payments resulting from gaming or other revenues. Total family income also includes retirement funds, if the applicant can withdraw retirement funds without retiring or terminating employment, even though penalties may apply. If the applicant can receive the retirement funds only by borrowing them, or upon retirement or termination of employment, the funds are not counted as assets for determining income. In addition, any assets disposed of for less than fair market value during the 2 years preceding a determination of annual income must be used in the annual income calculation. Assets disposed of for less than fair market value as a result of foreclosure, bankruptcy, divorce, or separation are not included in this calculation.

Total family income does not include: sporadic or irregular gifts of money from others not residing in the dwelling, medical expense reimbursements, lump sum additions to family assets (inheritances), educational scholarships for tuition, fees, books (any amounts for shelter can be counted as income), hazardous duty pay for family member in armed services, income from

children under 18 years of age, payments for care of foster children, money excluded by operation of law (e.g., relocation dollars under title II Relocation Assistance and Real Property Acquisition Policies Act of 1970; food coupon dollars under Food Stamp Act of 1977; volunteer dollars under Domestic Volunteer Service Act of 1973; payments to Alaska Natives under Alaska Native Claims Settlement Act; income derived from Indian lands held in trust; income from Low-Income Home Energy Assistance Program; and income from Job Partnership Training Act.)

3. Eligibility for Admission into Housing

An applicant's eligibility for housing assistance provided by the Housing Authority will be based upon the following criteria.

3.1. Low-Income

The applicant must qualify as a low-income family.

3.2. Compliance with Covenants

The applicant can demonstrate that he or she is able and willing to meet all of the obligations of a participant as set forth in their rental or homebuyer agreement, including but not limited to the obligation to pay their monthly rent, home maintenance and utility costs.

3.3. No Other Housing

The applicant for homeownership housing is not living in any other Hoopa Valley Housing Authority-managed homebuyer program, and the house applied for will be the applicant's only residence.

3.4. Hoopa Valley Tribal Member

At least one adult participant in the applicant's family is an enrolled member of the Hoopa Valley Tribe or an enrolled member of another federally recognized Indian tribe.

3.5. Exception to Hoopa Valley Tribal Member

The Housing Authority Board of Commissioners may waive enrollment requirements on a case-by-case basis only if the applicant demonstrates to the satisfaction of the Housing Authority that his/her need for housing cannot be met without the Housing Authority's assistance and the waiver is consistent with Housing Authority policies, Hoopa Valley law and Federal regulations, and in the case of non-Indians, when the Housing Authority determines that the presence of the family is essential to the well-being of Indian families in the community.

3.6. No Outstanding Debt

The applicant does not have any outstanding debts to the Housing Authority, Hoopa Valley Tribe or any other Housing Programs.

3.7. No Criminal Activity

The applicant or a proposed household member must not have engaged in any criminal activity that would make him or her unsuitable for the Hoopa Valley community, as determined by the Housing Authority.

A. A person who has engaged in any criminal activity that includes, but not limited to section 2.4 of this policy, the manufacture or sale of illicit drugs or controlled substances, physical violence to persons or property or endanger the safety and welfare or quiet enjoyment of the community. Persons who can demonstrate proof of reformation may be considered based on documentation provided to the Housing Authority.

B. Sex crimes of any nature, any crimes against children,

C. Felonies including but not limited to; murder, rape, burglary, arson, kidnapping and the sale of illegal drugs will not be eligible for Housing Authority assistance.

3.8. Minimum Income

The table below provides the minimum income acceptable, adjusted by family size, in order for a family to qualify for the Housing Authority's NAHASDA low rent program. The Housing Authority may review and adjust these figures as is necessary.

Family Size	Minimum Allowable Income
1	$16,000
2	$18,000
3	$19,000
4	$21,000
5	$22,000
6	$23,000
7	$25,000
8	$27,000

The Housing Authority may waive the minimum income requirements for elderly and disabled applicants.

3.9. Estimating Income

The Housing Authority will determine the applicant's annual income by estimating the anticipated total income from all sources to be received by the head, spouse and additional members of the family over the next 12 months, unless there is verifiable evidence of a likely change in circumstances. Historical information may be used to estimate income that is anticipated to be received for less than 12 months.

3.10. Exception to Maximum Income Limits

The Housing Authority Board of Commissioners may waive federal low-income requirements on a case-by-case basis only if the applicant demonstrates to the satisfaction of the Housing Authority that his/her need for housing cannot be met without the Housing Authority's assistance and the waiver is consistent with Housing Authority policies, Hoopa Valley law and Federal

regulations, and in the case of non-Indians, when the Housing Authority determines that the presence of the family is essential to the well-being of Indian families in the community.

3.11. Age Requirement

The applicant must be at least 18 years of age on the date the application is filed. An adult must execute leases, rental agreements and other legal documents. An adult is someone who is 18 years of age and older.

3.12. Homeownership Training

Individuals who are applying for any of the homeownership programs offered by the Housing Authority will be required to complete a Housing Authority sponsored homebuyer training class before they can be considered eligible for award of a unit.

A. Classes will be announced by the "Notification of Homebuyer Training" letter (See ***Appendix 3***). Applicants will be offered one of two dates to complete the training. The applicant must advise the Housing Authority staff, within 10 business days of the notification letter, as to which date he/she will attend. Failure of the applicant to respond to this notification will result in his/her application being labeled "incomplete." That designation will, in turn, prevent the Housing Authority staff from doing any further processing of the application.

B. Failure of the applicant to complete the scheduled class will result in his/her being ineligible for the rental or homeownership program.

C. Completion of the classes will be documented by the "Certificate Of Completion" (See ***Appendix 4***).

3.13. Adding Members to Household

A. Tenants and homebuyers who want to allow someone to temporarily stay in their home, or who want to add someone permanently to their family household, must first request permission in writing to the Housing Authority Executive Director, identifying the person they want to stay or live in the home, the reason and the duration. All signatories to the lease, MHOA or other homebuyer agreement must sign the request.

B. The Housing Authority will review the request and respond within 10 business days from the date of the request. The Executive Director may deny the request based upon the same factors utilized in determining eligibility for tenants. If the request is approved and someone is added to the family household permanently, the following additional procedures will apply:

1. The head of household must complete and submit a new Family Composition/Income form.

2. The individual who will be added to the family's household, if over 18 years of age, must complete and submit the Authorization for Release of Information Forms (See ***Appendix 10 & 11***), and a Criminal Background Check (See ***Appendix 13***), Adding family members to household composition will be assessed with a $25.00 fee for each request.

3. The added income and/or adjustments to the family's household income will be used to recalculate and adjust the rent.

3.14. Essential Families

If an applicant qualifies as a family but is non-Indian or is an over income family, the Housing Authority may determine the family to be eligible for low-rent housing services if the family demonstrates 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 rental program. The Board of Commissioners shall determine by resolution whether a family is essential on a case-by-case basis. The Board of Commissioners reserves the right to revoke any essential family status at any time.

Depending on availability, the Housing Authority may have up to 3 Low Rent units for essential families based on composition size to be determined by the Board of Commissioners.

3.14. Disposition of Home/Trailer Home

The Housing Authority will deny housing assistance to applicants who own a home or trailer home, or if a person on the family composition owns a home or trailer home, unless or until they show proof of disposition on the home/trailer home. Proof of disposition must be an executed document, such as a bill of sale for the property or a deed transfer. The applicant must provide original executed documents to the Housing Authority for verification.

4. Application Process

4.1. Applicable Federal Law

A. The Indian Civil Rights Act (Title II of the Civil Rights Act of 1968, 25 U.S.C. §§ 1301-03), and the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e), Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 200d-200d-4), which prohibits discrimination in federally assisted programs, and Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. §§ 3601 et. seq.), do not apply to the Housing Authority and the Housing Authority's preferences that favor Indian families, and therefore the Housing Authority is not in violation of any provision of either Title VI or Title VIII in applying these preferences. The Housing Authority does not discriminate against applicants otherwise eligible for admission merely because their incomes are derived in whole or in part from public assistance.

B. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and the regulations promulgated thereunder prohibit the Housing Authority from discriminating against a person with disabilities solely on the basis of his or her disability under any Housing Authority program that receives federal financial assistance from HUD.

C. The Housing Authority will make reasonable accommodations to permit persons with disabilities to apply for and benefit from housing managed by the Housing Authority. Reasonable accommodations may include providing modifications to the dwellings and facilities so that they are physically accessible. Reasonable accommodations may also include effective

communication and outreach tools so that all applicants can obtain program information (e.g., a Telecommunications Device for the Deaf [TDD] or an equally effective communication system).

4.2. Applications and Determination of Eligibility

The Housing Authority obtains and verifies information from applicants for the purpose of:

A. Determining whether they meet the conditions of eligibility for admission;

B. Determining the size of the dwelling required;

C. Determining accessibility needs, if any, of the dwelling required;

D. Applying the participant selection criteria;

E. Determining monthly payment to be charged; and

F. Ensuring the health, safety, and welfare of all residents of the community.

4.3. Procedures for Completing and Receiving Applications

A. The application for housing is the basic record of each family/person applying for housing services. Each applicant must provide all of the information requested on the application and sign all necessary forms, documents, and certifications. Information and statements made by the applicant must be accurate and are subject to verification by the Housing Authority.

B. Families who desire to participate in a housing program managed by the Housing Department must begin the process by completing an application (See ***Appendix 5*)**. The Housing Authority staff will prepare application packages and make them available to individuals interested in Housing Authority programs. The standard application package includes a variety of forms and documents (See ***Appendices: 5, 6, 7, 8, 9, 10, 11, 12, 13 & 14*).** The application must seek, at a minimum, the following information from applicants:

1. Name and present address;

2. Family income information, including all information from sources that would be counted in calculating annual income, adjusted income, and net assets.

3. Number of family members, including all family members who would live in the dwelling unit, even those who would only live there on a part-time basis, and their birthdates;

4. Indication of a need for an accessible unit and/or disability-related adjustments to income;

5. Applicant certification that the unit will serve as the family's primary residence;

6. Social Security Number for all members of the family;

7. Adjustments to income for which the family may qualify, which should be verified;

8. Signature and date;

C. Failure to timely submit a completed, legible and accurate application, including all supporting documentation, could delay processing of the application and priority ranking on the appropriate waiting list(s). Completed applications should be submitted, during business hours, to the Housing Authority by hand or by mail to the Hoopa Valley Housing Authority office located at P.O. Box 1285, Hoopa, California 95546.

Immediately upon receipt of the application, it must be date/time stamped, initialed by the person who received it, and then forwarded to the Resident Services Department for processing.

If an applicant submits an incomplete application, he or she must be notified in writing within 5 business days of receiving the application of the items that are needed for the application to be considered complete and that priority will not be established until the additional items are received. Once complete, the date and time that the complete application was submitted will also be recorded on the waiting list and will establish priority for selection from the list.

D. Examples of the types of information and/or documentation necessary to support an application include:

1. Assets. Applicants are required to list their assets and value. For example, a vehicle, home, trailer home, land, retirement funds, etc. Applicants must also certify whether any assets have been disposed of for less than fair market value.

2. Credit and Payment History. All applicants must have satisfactory credit history. The Housing Authority may rely on consumer reports provided by consumer credit reporting agencies. In addition, Applicants must provide general information on credit card and loan payment histories by providing copies of paid receipts, billing statements, etc. The determination will be based on whether an applicant has a good, fair or poor credit history.

(a)The Housing Authority will perform credit checks for rental and home ownership programs. Lack of a credit history is not sufficient justification to reject an applicant, however poor credit history may result in denial of application

3. Criminal Background Checks. The Housing Authority will conduct criminal background checks on each applicant and adult listed on the family composition form when the application for housing is received. (See ***Appendix 13)***.

(a) The criminal background check is used to verify the applicant's statements on the application. They are also used to ensure that the applicant, and his/her family members who intend to reside in the home, do not fall within one or more of the denial criteria for eligibility.

(b) NAHASDA authorizes criminal background checks.

(c) Federal and Tribal laws limit how the Housing Authority staff may use information obtained through a criminal background check.

(i) The Housing Authority Executive Director will review all criminal background checks as part of the application screening process.

(ii) Criminal background checks that are returned to the Housing Authority with negative criminal background information, will be marked "OK", dated, and initialed by the Executive Director. A copy of the cover sheet will then be forwarded to the Resident Services for inclusion in the applicant's file. This allows the application screening process to move forward.

(iii) The Executive Director will retain criminal background checks that are returned with positive criminal background information. The Executive Director will review the report and decide if there are grounds for denying housing assistance to the applicant. If the criminal activity is sufficient to deny the application, the Executive Director shall mark the report "Not Eligible for Housing Assistance" and note the applicable eligibility criteria. The Executive Director will forward a copy of the cover sheet to the Resident Services for inclusion in the applicant's file. The application screening process will be halted at that time.

(iv) Positive criminal background reports will not be reproduced.

(v) Positive criminal background reports will not be placed in the applicant's file. The Executive Director will retain them in his/her office in a securable file drawer for 1 year, after which it will be destroyed.

(d) Only those applicants to whom the Housing Authority assigns a house under this Policy shall pay the cost associated with doing a criminal background check, but not to exceed $50.00 per adult, payable by the applicant on or before moving into the assigned house. The Housing Authority cannot process an application until after the background check is completed.

(e) If an applicant or member of his/her family who intends to reside in the unit refuses to submit to a criminal history record request, the application screening process will be halted. Without it, the Housing Authority staff cannot process the application, rendering the application incomplete, resulting in the applicant not receiving priority. Once complete, the date and time that the complete application was submitted will also be recorded on the waiting list and will establish priority for selection from the list.

(f) Criminal background checks will be valid for a period of 6 months. If an applicant has not been placed in a home within that six 6-month period, the Housing Authority staff will resubmit the criminal background check immediately prior to the applicant's residency. The Housing Authority will bear the cost of the follow-up check.

4. Custody of Minors (In case of divorce, legal separation, other). Applicants who are divorced, legally separated, or have someone else's children, and who would not otherwise be eligible for housing or are seeking a larger home because of family size, must provide proof that they have legal custody (per court order or notarized mutual agreement) of all minor children listed on their application.

5. Employment Data. Applicants are required to list their current employer, status (full time/part time/temporary), employer's name and address, applicant's position, job title, and length of employment. All employment information will be subject to third party verification.

6. Expenses. Applicants are required to list all expenses (rent, child care, child support, medical, educational, etc.). This information is used to determine eligibility, help determine adjustments to income and to help calculate rent payments.

7. The Housing Authority will not consider extended family member(s) listed on the application when determining dwelling unit size eligibility unless such family members provide affidavits or some other assurances of their intent to reside in the unit, due to persistent fraudulent claims by applicants seeking larger dwelling units.

8. Household Income. Applicants must provide all sources of income for all family members listed on the Household Income form (See ***Appendix 7*** **).** Supporting documents will include:

(a) Self-employed applicants must provide current documentation of income and expenses, which cannot be older than the previous fiscal year and must complete an IRS Form 4506 "Request for Copy or Transcript of Tax Form" **(**See ***Appendix 16*** **).** Self-employed applicants should also submit a copy of IRS Form 1040 Schedule C "Profit or Loss from Business", Schedule E "Supplemental Income and Loss", or Scheduled F "Profit or Loss from Farming" as applicable **(**See ***Appendix 16*** **).**

(b) Employed applicants may have their income verified by using the Housing Authority's "Verification of Income Form" (See *Appendix 17*).

(c) Unemployed applicants must complete a form, which provides their current employment status and requires them to agree to inform the Housing Authority immediately, in writing, if their employment status changes. Applicants/tenants receiving unemployment benefits must provide the most recent award or benefit letter prepared and signed by the authorizing agency to verify the unemployment income.

(d) Applicants receiving regular, unearned income or other public assistance (e.g., Social Security, pensions, workers compensation) must provide a copy of the most recent award or benefit letter prepared and signed by the authorizing agency. Information must be updated every 12 months to account for cost-of-living increases or changes in benefits.

9. Preferred Living Area (Homebuyer). Homebuyer applicants may choose a specific area to live by preference. Failure to take an available unit in a preferred area will not result in removal

from the waiting list, however, it will result in the applicant being dropped to the bottom of the list for that area for which he/she had marked as a preference.

10. Pregnancy. Pregnant applicants wanting to have their in utero child considered when determining dwelling unit size eligibility may present a signed statement from their doctor to verify that they are pregnant. The statement must include the name of the patient (applicant or family member) and anticipated delivery date on the institution's stationary/letterhead. To have child added to the family composition once the child is born, the family must provide a copy of the certified birth certificate and social security card.

11. Prior Housing Assistance and Rental History. Applicants must advise the Housing Authority about any housing assistance that they are currently receiving or have received in the past, including their rental history. The Housing Authority shall investigate prior housing history, which may include verifying the participant's behavior.

12. References. Applicants are encouraged to provide references willing to attest to an applicant's previous rental and/or credit payment history.

13. Release Forms. Applicants are required to sign and date a form that authorizes the Housing Authority staff to request information concerning eligibility for Tribal and/or Federal Housing Assistance: "Authorization for Release of Information" **(*See Appendix 10*).** If the applicant refuses to sign the release form it will preclude the Housing Authority from being able to process an application and thus render it incomplete. The head of household and all other family members whose income, assets, or other circumstances require verification must sign a form verifying employment providing permission for the Housing Authority to ask questions about and verify information related to the family's income and other circumstances that affect eligibility and the amount the family must pay. Applicants must sign the form as a condition of admission and continued occupancy. The Housing Authority must ask applicants to execute the form even in cases where the person has not reported any income. Applicants may also be required to sign additional release forms, if needed, to authorize staff to request other information regarding the applicant's income, assets, expenses, and deductions.

14. Social Security Numbers. Social Security numbers are required for verification purposes. A copy of the social security card must be provided, or, if the applicant cannot locate the card, a notarized statement that he or she is unable to locate their social security card. The applicant must provide the Housing Authority with a complete and accurate social security numbers for each family member or person listed on the application. For any members of the family who do not have a social security number, the applicant or family member must certify that the individual has never received a social security number.

The applicant must provide documentation of the Social Security Numbers provided, such as a valid Social Security card, driver's license, or other evidence of the Social Security Number. If the applicant does not have the documentation, the applicant should submit a signed certification stating his/her Social Security Number. The applicant then has 60 days to submit acceptable documentation of the Social Security Number. This 60-day period can be extended for another 60 days for elderly applicants.

15. Ownership or Lease of Other Housing. Low rent and Mutual Help houses must be utilized by the tenant/homebuyer as their principal residence. The applicant must provide to the Housing Authority documentation of ownership or a leasehold interest in other property.

16. An applicant receiving alimony or child support payments must provide a copy of the divorce decree, separation agreement, or other document indicating the amount of the required support payments. The applicant must also report the amount received during the past 12 months. If the applicant reports that the amount required by the agreement is not being received, the applicant must document that assistance has been requested from the state or local entity responsible for enforcing payment.

E. The Housing Authority Resident Services (or other individual so delegated by the Executive Director) will initiate the review of applications within 5 workdays of receipt of the application. The Resident Services will use an "Admissions Verification Checklist" (See ***Appendix 15***) when reviewing applications.

4.4. Verifications

The Housing Authority will verify information that affects eligibility, family composition, selection, priority or preferences, annual income, unit size, determination of affordable payments or rent, and housing need.

A. The preferred method of verification shall be written verification by a third party. In the event that third party verification cannot be obtained, the Housing Authority 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.

B. The Housing Authority shall maintain complete and accurate verification records, consisting of, but not limited to, the following:

1. Verification of income, including financial institution documents verifying account balances, copies of year-end financial statements, letters or other statements from employers, and other pertinent sources giving authoritative information concerning all amounts of income. Written income-related verifications are valid for 90 days and may be valid for an additional 90 days with oral reverification at the end of the 90-day period. In no case may information that is older than 180 days be used. When it is not immediately possible to obtain the written verification from the income source, the income may be temporarily verified by actually examining the income checks, check stubs, or other reliable data the person possesses which indicates gross income.

2. Copies of documents in the applicant’s possession, which substantiate his/her statements, or a brief summary of the pertinent contents of such documents signed and dated by the staff that viewed them.

3. Certified statements, or summary data from bank accounts, from self-employed persons, and from persons whose earnings are irregular, such as salesmen, taxi drivers etc., setting forth gross receipts, and itemized expenses and net income.

4. Memoranda of verification data obtained by personal interviews, telephone, or other means, with source, date reviewed and the person receiving the information clearly indicated.

5. Verification of family composition can be accomplished through a variety of sources and documents. For example, a birth certificate or custody agreement verifies that a minor child is part of the family. Also, divorce or separation agreements can verify that an individual is no longer a member of the family.

6. Disabilities are verified only if necessary to qualify the family as an elderly family, or if a disability affects the family's eligibility for deductions from income. Verification may be provided by a physician, a clinic, welfare agency, the Social Security Administration, or other knowledgeable service.

C. The most common verifications requested, on behalf of the applicant, are:

1. Child care. (See ***Appendix 9***);

2. Child support. (See ***Appendix 22***);

3. Current and previous landlord (See ***Appendices 18 & 19***);

4. Income (See ***Appendix 17***); and

5. Utilities (See ***Appendix 21***).

4.5. Certification

Prior to turning in the completed application, the applicant must certify that all information contained in the application is true and accurate to the best of his/her knowledge. Before doing this, applicants should review the "Things You Should Know" form **(**See ***Appendix 14*****).**

4.6. Confidentiality Statement

In applying for housing programs, families are required to reveal personal information about themselves and their finances that most citizens are allowed to keep private, and usually choose to keep private. In many ways, housing residents become vulnerable to harm through others' gossip and ridicule if information about them is not kept confidential by Housing Authority staff. Applicants do not give up their right to privacy simply because they are participating in a Housing Authority program. Housing Authority staff will respect applicants and residents by keeping all information about them in strictest confidence, using it only when necessary in their work. The Housing Authority must handle any information obtained to verify eligibility or income in accordance with the requirements of the Privacy Act of 1974 (5 U.S.C. § 552a). Violation of confidentiality is grounds for immediate dismissal of the offending Housing Authority staff member.

4.7. Notifications

A. The Housing Authority will notify applicants of incomplete applications with the Notification of Non-Compliance within 10 business days of receiving the application. (See ***Appendix 23***). Applicants will be allowed 30 business days from the date of the notification letter to respond to and correct the deficiencies identified during the review process. If the applicant fails to properly complete the application and/or respond within 30 days, the application will be removed from the waiting list and placed in the inactive file.

B. Once the Housing Authority determines that an applicant has submitted a complete application and signed required release forms, the date and time of the submission of the complete application must be recorded on the waiting list to establish priority for selection. The Housing Authority shall make an initial determination as to whether the household is low-, or moderate-income.

C. Once the Housing Authority determines the applicant qualifies for housing services, the Resident Services will notify the applicant within 10 business days, in writing, that he/she is eligible for housing services and has been placed on the applicable waiting list, using the Notification of Eligibility letter **(**See ***Appendix 26***).

D. Once the Housing Authority determines the applicant does not qualify for housing services, the Resident Services will notify the applicant within 10 business days of rendering the decision, in writing, that he/she is not eligible for housing services, using the Notification of Non-Eligibility letter **(**See ***Appendix 25***).

4.8. Application Files

The Housing Authority 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 income, assets, expenses, deductions, family characteristics, and any other factors that affect family eligibility or level of assistance must be documented in the family's file. The Housing Authority must retain executed tenant certification forms and any supporting documentation in the tenant file for at least 3 years.

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 program(s) being applied for;

B. Ineligible. This file contains those applications that have not met initial eligibility requirements and have been determined to be ineligible for the program(s) being applied for;

C. Incomplete/Pending. This file contains those applications that have not been sufficiently completed or verified to allow for a determination of eligibility to be made. Applicants

submitting an incomplete application will be notified and given time to submit the missing information. If the information is not submitted in a timely manner, the application will be placed in the inactive file; and

D. Inactive. This file contains those applications that have not been updated within 6 months. Those applicants will be removed from the waiting list and they will have to re-apply in order to be placed back on the waiting list. Incomplete applications will be placed in this file as well.

4.9. Application Updates

A. All applications shall be updated as soon as there has been a change in either the applicant's housing situation or income.

B. Application filing dates are used as the basis for determining time frames for updates.

1. Applications must be updated every 12 months.

2. Applicants whose application is nearing the 12-month expiration date will be notified of the expiration date by the Resident Services. This notification will be mailed to the applicant, along with a new application form, at least 2 weeks prior to the expiration date. The Notification of Application Update form letter will be used for this purpose (See ***Appendix 27***).

3. Applicants are allowed 30 calendar days to respond with an updated application.

C. If the applicant fails to update his/her application by the end of that 30-day period, the Resident Services will make one last attempt to contact the applicant in an effort to determine the applicants reasons for non-compliance. If there is still no response 10 days following the renewal date, the applicant will be dropped from the waiting list and moved to the inactive file.

D. After an application has been placed in the inactive file, the applicants will need to re-apply for housing as new applicants.

4.10. Denial Criteria

A. The Housing Authority may deny housing program applications if the applicant or any member of the household would endanger the health, safety or welfare of the community, or the financial stability or physical environment of the program. The Housing Authority will consider the following to determine whether an applicant may endanger the health, safety or welfare of the community:

1. Abandonment. Applicants who have participated in a Housing Authority assisted program and who abandoned a house or program are ineligible for future housing assistance for a period of 2 years from the date of the abandonment.

2. Criminal Activity. An applicant, member of the household or one who is expected to reside in the household, who was or is engaged in any criminal activity that includes the

manufacture or sale of illicit drugs or controlled substances, physical violence to persons or property, sex crimes, crimes against children, or crimes the nature of which endanger the safety, welfare or quiet enjoyment of the community may be ineligible for housing programs, according to the following guidelines.

(a) Such Applicant family will not be eligible until three years have passed from the date of the offending member's conviction or one year has passed from end of incarceration, (whichever was later) where the conviction is for:

i. any felony;

ii. any Drug-Related Criminal Activity (whether a felony, misdemeanor, or violation); or

iii. any misdemeanor crime of violence, including domestic violence.

(b) Where the member's conviction is for any other misdemeanor or violation not including drug related criminal activity or sex offenses, such Applicant family will not be eligible until one year has passed from the date of the offending member's conviction or end of incarceration (whichever was later).

(c) Where a member of the Applicant family is currently involved in a pending court case involving charges of criminal activity, that family's application shall be suspended until the court case is resolved. A pending court case is a case in which there has not yet been any determination of guilt or innocence. Once there has been a determination that the member is guilty, then the ineligibility conditions and timelines set out above shall apply. However, if the determination is that the member is innocent, or the charges have been dropped; and, provided that the family member was not found guilty and not convicted of criminal activity, the family will be eligible.

(d) If any member of the Applicant family has been convicted of driving under the influence of intoxicants, the family will still be eligible if the member provides documentation within ten (10) business days of HVHA requesting it demonstrating that he or she is in full compliance with any court order or stipulation regarding said conviction. Provided, however, that if that member has three or more convictions within the past three years for driving under the influence of intoxicants, the family will be ineligible unless that member is removed from the household.

(e) Upon recommendation of Resident Services Manager or his or her designee, the Director may waive the ineligibility period for misdemeanors or for the remaining period of probation on a case-by-case basis. The waiver determination will take into account the specific circumstances for the waiver, and must include the following:

i. the member of the Applicant family is currently on probation or has completed probation less than one year ago;

ii. the member of the Applicant family has completed, to HVHA's satisfaction, all required services, counseling, and treatment;

iv. there is no restraining order or "no contact" order in effect against that member of the Applicant family; and

v. the Applicant family agrees to sign a contract rider, which will include the provision that the Lease Agreement will automatically terminate if the member of the Applicant family is convicted of any other felony, misdemeanor, or violation.

3. Debt Obligations.

(a) Applicants with past due debts to the Housing Authority, other Tribal programs, other Federal programs, private landlords, utility companies, or similar debts will be ineligible for admission until all of the applicants debts are paid in full and reasonable assurance is obtained that the contributing causes for nonpayment during the present or prior occupancy have been sufficiently changed to enable the family to pay when due, rent and other expenses relating to the occupancy of the new dwelling unit.

(b) In those instances where 2 unmarried individuals are former leaseholders with an unpaid debt, the Housing Authority will consider each individual responsible for one half of the debt. If one of the leaseholders pays his/her share of the debt, he/she will be considered eligible for housing programs and the remaining debt of the other individual will not be held against him/her. The applicant with the unpaid debt will remain ineligible for housing assistance and cannot be added to the family composition of any household under management of the Housing Authority until the debt is paid in full.

(c) Where the applicant(s) is a married individual and is a former leaseholder with a debt, the Housing Authority will consider the debt as belonging to the married couple.

(i) If the couple is divorced or legally separated and a spouse applies for housing assistance, the applicant is required to pay his/her half of the debt. Documentation evidencing a divorce or legal separation is necessary. A spouse with an unpaid debt will remain ineligible for housing assistance and cannot be added to the family composition of any household under management of the Housing Authority.

(d) Any former leaseholders or program participant of the Housing Authority with a debt over 90 days past due will be ineligible for any Housing Authority program for a period of 1 year. The 1-year time frame will be based on the most recent move-out/eviction date.

4. Destruction of Property. A person evicted for intentionally damaging or destroying rental property will be ineligible for any type of housing assistance from the Housing Authority for a period of 2 years from the date of eviction from those premises and once all payments are paid in full from damages

5. Drug Dealers. Anyone who engages in dealing drugs will be permanently ineligible for any type of housing assistance from the Housing Authority. For the purposes of this subsection, "dealing drugs" shall mean manufacturing, distributing, delivering or selling with intent to

distribute, deliver, or sell controlled substances contrary to the laws of the United States, or any state, or any federally recognized Indian tribe.

6. Evictions. Applicants with any prior evictions will not be eligible for any type of housing assistance for a period of 2 years from the date of eviction. The Housing Authority may, but is not required to, consider two exceptions to this provision: (1) the evicted household member has successfully completed an approved, supervised drug rehabilitation program; or (2) the circumstances leading to the eviction no longer exist (e.g., the household member no longer resides with the applicant household).

7. Failure to Cooperate. Not cooperating with the Housing Authority in regard to the application, income verification or recertification process, which may include, but is not limited to:

(a) Refusing or failing to sign and complete required forms.

(b) Refusing or failing to supply requested information.

8. Fraud. A person who committed fraud in connection with any program, or willfully misrepresented information in the Housing Authority's application process will be ineligible for housing assistance.

9. Gang Membership. A person with a confirmed police record of gang involvement will not be eligible for housing assistance from the Housing Authority, unless a period of 2 years passes without an instance of gang related activities, then the individual may be eligible for housing programs managed by the Housing Authority. A local/state/Federal agency must be able to confirm in writing that said individual has not been involved in gang activity. The 2-year period is calculated based on the most recent date on which the law enforcement agency denotes gang involvement (incident report or other similar document).

10. Unsanitary Living Conditions. An applicant will be ineligible for housing assistance if he/she has a history of unsanitary living conditions, which may include one or more of the following:

(a) Creating any health or safety hazard through acts or neglect, misuse of premises and equipment, if the applicant or proposed household member is responsible for such hazard, damage or misuse;

(b) Causing or permitting infestation, foul odors or other problems injurious to another person's health, welfare or enjoyment of the premises;

(c) Improperly disposing garbage and refuse;

(d) Failing to use, in a reasonable and proper manner, all utilities, facilities, services, appliances and equipment within the dwelling unit;

(e) Failing to maintain the dwelling unit, including the yard, in a good and clean condition;

(f) Any other conduct or neglect which could result in health or safety problems or damage to the premises.

11. Poor Credit History. An applicant will be ineligible for housing assistance if he/she has a consistent, severe or recent history of deficiencies in overall credit that indicates the applicant would be unable to or would otherwise fail to pay monthly obligations for the dwelling unit when due and/or other expenses relating to occupancy of the dwelling unit, or if there is an absence of a timely payment history for rent/lease obligations or any other obligations without good cause.

12. Sex Offender. The Housing Authority shall reject any application if the household contains a person who has been convicted of a sex offense.

13. Exclusion of culpable household members. The Housing Authority may require an applicant to exclude a household member when that member's past or current actions would prevent the household from being eligible.

14. Improper Conduct. The Hoopa Valley Housing Authority will not tolerate any violation of the Hoopa Valley Tribes Title 12 Ordinance.

5. Waiting Lists

5.1. Waiting lists have been established based on the type of program, bedroom size, and geographic area where applicable. When an applicant has submitted an application form, the Housing Authority will place the applicant on the waiting list. Resident Services will place all applicants on the waiting list after receiving completed applications. If an applicant submits an incomplete application, he or she must be notified in writing within 10 days of the items that are needed for the application to be considered complete and that priority will not be established until the additional items are received. The date and time a complete application was submitted will be recorded on the waiting list and will establish priority for selection from the list. The waiting list will document the final disposition of all applications (rejected, withdrawn, or placed in a unit, etc.).

5.2. All waiting lists rank applicants by the date their application is first received, then when the Housing Authority determines the application is complete and according to any applicable preferences. The date and time an application is received will be recorded on the waiting list. The date and time a complete application was received will be recorded on the waiting list and will establish priority for selection from the list. In the event 2 or more applications are received on the same date, the time of filing will be used as the basis for ranking. All applicable points for preferences will be included on the waiting list.

5.3. The Resident Services will maintain a waiting list for each program, by bedroom size, and by geographic area on a computer database and print a hard copy the first week of each month and post the waiting lists in the reception area of the Housing Authority.

A. The Resident Services will retain a copy of each list as a permanent record for the Housing Authority. A copy will be forwarded to the Executive Director with a cover sheet showing cumulative totals (number of people waiting) for each program (i.e., Rental - 20, Elderly - 10, etc.).

B. The Housing Authority shall update the waiting list every month based upon information submitted by the person/family on the waiting list.

5.4. Eligible Applicants Will Remain On The Waiting List(s) Until Such Time As:

A. They are awarded and accept a unit.

B. A 1-year period has elapsed and the applicant fails to update his/her application.

1. The Housing Authority will notify the applicant in writing one week prior to removing the applicant from the waiting list. Applicants who are removed from the waiting list for failure to update their application will have their applications moved to the inactive file. With that, they will lose their original application date.

C. The applicant requests in writing to be removed from the waiting list(s). A phone call for removal is unacceptable.

D. The applicant has a change in income or family composition that renders him/her ineligible.

1. Applicants are required to keep the Housing Authority staff informed of such changes, as they occur, by providing written notification.

2. The Housing Authority staff will reassess eligibility of the applicant based on any change of income or family size to ensure that the applicant meets all eligibility requirements for admission.

3. If an applicant becomes ineligible based on a change in income or family size, Housing Authority staff will promptly notify the applicant in writing that he/she no longer qualifies for admission into the program.

4. In cases involving temporary, non-recurring, or sporadic income, a three-year average of income will be used for the family member whose income cannot be otherwise determined.

5.5. Suspension of Applications

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

5.6. Geographic Based Waiting Lists

A. The Housing Authority shall maintain waiting lists for specific geographic areas of the Hoopa Reservation. These areas include but are not limited to:

1. Agency Field
2. Bald Hill
3. BIA Campus
4. Campbell Field
5. Hostler Field
6. Matilton Field
7. Mesket Field
8. Norton Field
9. Soctish/Chenone Field

B. Homebuyer applicants may request to be added to one of the waiting lists by geographic area identified in this section 5.6 of this Policy.

C. When there are insufficient applicants on a geographical waiting list the Housing Authority shall contact applicants on other geographical waiting lists who may qualify for the type of housing with insufficient applicants, starting with the highest ranked family, and then the next highest ranked family, and so on in descending order. For purposes of this section, "insufficient applicants" means there are not enough families to fill vacancies in that geographic area for at least 6 months based on anticipated turnovers.

D. General Waiting List for Low Rent. The Housing Authority will maintain a general waiting list for all areas and that is not geographic area specific for Low Rent units. Applicants who request to be placed on this waiting list shall be placed in the first available units in all areas based on ranking set forth in this section 5 and section 6 of this Policy.

6. Selection for Housing Programs

6.1. Selection Process

Once a unit becomes available, the Resident Services will select tenants and homebuyers from the top of the applicable waiting list in accordance with the date of application, subject to qualification for preferences and other pertinent factors set forth in this Policy.

6.2. Waivers and Exceptions

Waivers or exceptions to selection criteria may be granted by the Board of Commissioners only if unusual or extenuating circumstances adversely affect the safety and welfare of the individual/family concerned, and in accordance with all applicable laws and regulations.

A. An applicant seeking a waiver or exception to the selection criteria must submit a written request to the Executive Director specifying the reasons for the waiver.

B. Waivers or exceptions to selection criteria require adoption by the Board of Commissioners of a resolution describing the reasons for the waiver.

6.3. Occupancy Standards

A. Dwellings will be assigned so that (except possibly in the case of infants and very young children), it will not be necessary for persons of the opposite sex, other than husband and wife, to occupy the same bedroom. Siblings of the same sex that are in close age may occupy the same bedroom.

B. The occupancy standards described herein will be used to determine the number of bedrooms required to accommodate a family of a given size. Occupancy policies also establish the order in which eligible applicants and existing tenants will be housed or rehoused.

Number of Bedrooms	**Number of Persons**	
	Minimum	Maximum
1	1	2
2	1	4
3	3	6
4	4	8
5	5	10

The Executive Director may waive these standards when a vacancy problem exists and it is necessary to achieve or maintain full occupancy by temporarily assigning a family to a larger size unit than is required, with notice of such waiver provided to the Board. The applicant family will be transferred to the proper size unit as soon as one becomes available and/or when the transfer is feasible for Housing Authority management. In addition, a tenant who is disabled will not be considered over-housed if the tenant requests an additional room for a live-in aide or an apparatus related to the tenant's disability.

6.4. Preference in Selection for Housing Programs

A. If the unit is an accessible unit for persons with disabilities, before offering an accessible unit to a non-disabled applicant, the Housing Authority shall offer the accessible unit:

1. First, to a current occupant of another unit of the same project, or comparable projects under common control, having disabilities requiring the accessibility features of the vacant unit and occupying a unit not having such features; or, if no such occupant exists,

2. Second, to an eligible qualified applicant on the waiting list having a disability requiring the accessibility features of the vacant unit.

3. If a rental unit accessible to individuals with disabilities is available and there are no applicants that require the features of the unit, the Housing Authority may rent the unit to a non-disabled tenant.

(a) When offering an accessible unit to an applicant not having a disability requiring accessibility features of the vacant unit, the Housing Authority must include a provision in the lease requiring the applicant to vacate the unit within 30 days of notification to an appropriate sized vacant unit within the project, if one is available from management that an eligible individual with disabilities requires the unit.

B. The Housing Authority will give preference in Low Rent and homeownership housing to applicants on the basis of the date of application and the following preference criteria in order of ranking:

1.	*Hoopa Tribal Members*	*2*
2.	*Hoopa Tribal Member dependents*	*2*
3.	*Elder, Veteran, Disabled*	*1*
4.	*Other Tribal Member and/or dependents*	*1*
5.	*Good tenant history*	*1*
6.	*Current Low Rent Participants (applies only to homebuyer applicants)*	*1*
7.	*Credit Score (applies only to homebuyer applicants)*	
	300-579	*0*
	580-669	*1*
	670-739	*2*
	740-799	*3*
	800-850	*4*

6.5. Post-Selection Verifications

Once an applicant has been selected from the waiting list, the Resident Services will review all the verifications in the applicant's file, including any preference claims. If the verifications are more than 11 months old, the Resident Services will update the file. If the Resident Services determines that all verifications are current (or have been updated) and the applicant is still income eligible, then the Executive Director shall be notified. If the verification of a preference reveals the applicant does not qualify for the preference, the Housing Authority will return that applicant family to the waiting list according to the modified ranking. If any other verification indicates the applicant family is not eligible, the Housing Authority will remove the applicant family from the waiting list.

6.6. Approval and Notification

The Executive Director will give the final approval for a selected applicant prior to notifying the applicant and prior to the execution of the rental lease, MHOA or other homebuyer agreement. After the Executive Director gives final approval for selection of an applicant, the Resident Services will notify the applicant, in writing, about the availability of the unit and his/her selection for that unit.

6.7. Renter Selections

A. A family selected for low-rent housing must be notified in writing and must sign and abide by a lease. Housing occupancy of low rent units shall not exceed five years from date of execution of the lease.

1. A preliminary rent/lease calculation sheet, based on the information available to the Housing Authority staff, will be prepared to show the new tenant what the estimated monthly payments will be (See Section 7.2 of this Policy and ***Appendix 30)***. The amount of the security deposit will also be calculated and made known to the new tenant. This will be included on the rent/lease calculation sheet.

2. The Security Deposit must be paid in full prior to award of the unit and move in.

3. Security deposits must be held in a separate bank account in a federally insured institution and held in trust for the tenant until used or returned to the tenant.

4. The Housing Authority may charge tenants for damage or loss caused or allowed by the tenant equal to the cost of the damage or loss. The Housing Authority must consider expenses due for addressing normal wear and tear as normal operating expenses and must not charge tenants a fee or withhold security deposits to pay for such costs.

5. If the signer of the lease ceases to be a member of the tenant family, or if the family transfers from one low rent unit to another, a new lease must be executed.

6. If at any time during the term of the lease a change in the tenant's status requires a change in or amendment to any provision, either a new lease must be executed or an appropriate amendment must be prepared and made a part of the existing lease.

7. All leases and amendments are to be dated and signed by the tenant(s) and Executive Director.

B. The Resident Services will complete a "Notice of House Availability" form letter (See ***Appendix 31***) and mail it to the applicant. This form letter will:

1. Clearly state that the family has been selected for participation in the housing program they applied for;

2. Clearly identify the unit number, apartment number (if applicable), location, and program type;

3. Clearly state that the applicant will be required to participate in a mandatory orientation session prior to occupancy. The scheduled orientation date and time should also be noted;

4. Identify the name of the applicant's Resident Services;

5. Clearly state that a lease will need to be executed prior to occupancy; and

6. Clearly state that the notice is not a contract and does not obligate the Housing Authority in any way.

C. The Resident Services will also enclose a copy of the "Declaration of Acceptance/Refusal" form letter (See ***Appendix 32***) for the applicant to sign.

6.8. Homeownership Selections

A. The Housing Authority shall maintain a waiting list, separate from any other Housing Authority waiting lists, of families that have applied for Mutual Help or other homebuyer housing and that have been determined to meet the admission requirements. Families on other Housing Authority waiting lists, or who wish to transfer between units, projects or programs (including but not limited to tenants in low rent projects), must apply for selection in order to be considered for homeownership housing and in order to be placed on the appropriate homeownership waiting list.

B. Selection of a homebuyer shall be made only after the site for that homebuyer has received final approval for a home site.

C. The notice of selection shall be in writing and shall include the following information:

1. A statement that the family has been selected for the homeownership project and which site has been selected for the family;

2. A statement that the family will be advised at a later date of the time and place for training activities and execution of the MHOA or other agreement, and of the name(s) of the person(s) who must execute the agreement on behalf of the family;

3. A statement that, after execution of the construction contract, the family will receive a notice of confirmation that will state the estimated date of completion of the unit insofar as such date can be reasonably determined;

4. A statement that the issuance of the notice of selection does not constitute or give rise to any contractual obligation on the part of the Housing Authority; and

5. A statement that the family's eligibility shall be subject to verification at the time of the execution of the homebuyer agreement and will not thereafter be subject to reverification.

6.9. Applicant's Response

Applicants will have 5 business days (from the date of the official notification letter) in which to respond to the notification.

A. The notification letter requires the applicant to denote whether he/she will accept or deny the unit being awarded.

B. Failure, on the part of the applicant to respond to the letter of notification, within the established 5-day time frame, will result in an automatic "refusal" status being invoked for the unit.

C. Should an applicant decline a unit that has been awarded to him/her, the next eligible applicant will be selected from the waiting list and notified immediately.

6.10. Unit Refusal

A. An applicant who refuses to accept a unit will need to reapply for that particular program and will be placed on the waiting list according to the date of the reapplication..

B. If an applicant is willing to accept the unit but is unable to take occupancy at the time of the offer for "good cause," the applicant will not be required to reapply for that particular program, but will remain in the same position on the waiting list as they had been at the time of the offer of the unit. Good cause includes, but is not limited to:

- An elderly or disabled family makes the decision not to occupy or accept occupancy in designated housing.
- Inaccessibility to source of employment or children's day care such that an adult household member must quit a job, drop out of an educational institution or a job training program;
- The family demonstrates to the Housing Authority's satisfaction that accepting the offer will result in a situation where a family member's life, health or safety will be placed in jeopardy. The family must offer specific and compelling documentation such as restraining orders, other court orders or risk assessments related to witness protection from a law enforcement agency. The reasons offered must be specific to the family. Refusals due to the location of the unit alone are not considered to be good cause.
- A qualified, knowledgeable, health professional verifies the temporary hospitalization or recovery from illness of the principal household member, other household members or a live-in aide necessary to care for the principal household member.
- The unit is inappropriate for the applicant's disabilities
- As determined by the Executive Director.

6.11. Acceptance

After receipt of "acceptance" (in the Declaration of Acceptance/Refusal letter) the applicant will be removed from the applicable waiting list(s) in the Housing Authority's computer database.

The Resident Services will enter a comment into the file (comments section) denoting the date of assignment, unit number/location assigned, and projected move-in date.

7. Orientation

7.1. The Resident Services will conduct an orientation for all new participants in Housing Authority housing programs. In preparation for the orientation, the Resident Services will take the following actions:

A. Prepare lease and/or homebuyer agreement (as applicable);

B. Prepare Payment Computation Worksheet;

C. Set-up a applicant file;

D. Set-up an Orientation Control Sheet;

E. Record contact information; and

F. Discuss pertinent information with the new participant and execute all necessary documentation. The major topic areas of the orientation shall include:

1. Rental lease / homebuyer agreement (as applicable);
2. Utilities;
3. Tribal ordinances;
4. Sanitation and safety;
5. Maintenance and housekeeping; and
6. Miscellaneous.

7.2. Executing Agreements

A. Prior to admission to any program and occupancy of a unit, a lease, MHOA or other agreement must be executed by the person(s) who is/are to be responsible for the unit or program, and who is/are actually looked to and held accountable for the family's need. This agreement is a legal document that 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 person executing the lease or homebuyer agreement must be a tribal member, except where another eligible tenant is eligible for housing assistance and authorized pursuant to this Policy, i.e., a non-Indian determined to be essential to the well-being of the Hoopa community.

B. Before the applicant will be allowed to execute the rental lease/homebuyer agreement, he/she must have the full amount of the Security Deposit (for rentals), the full amount of the homebuyer down payment (if applicable), or any other up-front fees that are required.

C. Executing the rental lease/homebuyer agreement. Whenever permitted pursuant to this policy and applicable laws and regulations:

1. The tribal member head of household must execute the lease/homebuyer agreement, or, if the tribal member is not the head of household, then the tribal member shall execute the rental lease/homebuyer agreement.

2. If married, and the spouse is residing in the unit, he/she must sign the rental lease/homebuyer agreement only if he/she is a tribal member; non-tribal members shall not execute the rental lease/homebuyer agreement.

3. If two unmarried individuals intend to lease a unit together, the tribal member shall execute the rental lease/homebuyer agreement.

4. The Executive Director of the Housing Authority (or his/her designated representative) will execute the lease on behalf of the Housing Authority.

D. Failure to execute the rental lease/homebuyer agreement. If a properly notified applicant fails to execute a rental lease/homebuyer agreement by the date the house is ready for move-in, the Housing Authority shall notify the applicant in writing that if they fail to execute the rental lease/homebuyer agreement within 10 business days the Housing Authority will award the house to the first family on the waiting list.

E. Addenda. The Housing Authority will endeavor to keep the lease, MHOA or other agreement current and in compliance with all laws. Changes to the lease may be accomplished through addenda, which require the signature of the parties. Refusal by a participant to sign an addendum may result in termination of the lease/homebuyer agreement and eviction.

F. If the homebuyer/tenant (head or spouse), or unit (due to transfer or assignment) changes, a new agreement shall be executed. The Housing Authority may revise or adopt policies which affect the homebuyers'/tenants' obligations and requirements under the agreement. Such changes do not require execution of a new agreement.

7.3. The Resident Services will ensure that all other forms and/or documents are executed before the new tenant is released from the orientation session.

7.4. At the conclusion of the Orientation, the Resident Services will ensure that the new applicant signs and dates the Orientation Control Sheet. The signed copy will then become part of the applicant's permanent Housing Authority file.

7.5. Move-in Inspection

A. Following Orientation, the Resident Services will conduct a move-in inspection with the tenant.

B. The Resident Services will complete move-in inspections. In the event the Resident Services is not available, the Maintenance Supervisor will perform the inspection. If there are no maintenance personnel available to do the inspection on the scheduled date/time, the Maintenance Supervisor shall assign a Maintenance Department employee to perform the inspection to ensure the new family gets in on time.

7.6. Transfer of Utilities

The final step, prior to move in, will be for the Resident Services to contact the local utility company servicing the area where the unit is located, and request that service be transferred from the Housing Authority to the new applicant.

7.7. Renter's Insurance

The Executive Director must provide information on renter's insurance for housing participants. Tenants and homebuyers pay the premiums for renter's insurance.

7.8. Housekeeping

The Resident Services will inform the new tenant or homebuyer that he/she is solely responsible for keeping the unit in a clean and sanitary condition at all times and that failure to do so may result in termination of the rental or homeownership agreement.

8. Successorship and Subsequent Homebuyers

8.1. Manner of Designation

Each homebuyer shall designate a successor at the time the homebuyer 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 and notarized.

8.2. Events Authorizing Successorship

In the event of death, dissolution or separation, physical or mental incapacity, or when a homebuyer in poor health wishes to leave a home to a child prior to their death, the person designated as successor shall succeed to the rights and responsibilities of the homebuyer provided that all eligibility and program requirements are met.

8.3. Situations Where Successorship Will Not Be Recognized

The designated successor shall not succeed if the homebuyer agreement is terminated for any reason other than death, dissolution or separation, physical or mental incapacity, or when a homebuyer in poor health wishes to leave a home to a child prior to their death. A family may transfer a unit to another person, subject to Housing Authority approval (see Transfer section below).

8.4. Eligibility of Successor

The designated successor must meet all eligibility and selection requirements set forth in this Policy at the time the new homebuyer agreement is executed.

8.5. Ineligible Tribal Member Successors May Exercise Purchase Option

In the event that a tribal member successor is not eligible or otherwise qualified to succeed the original homebuyer, the Housing Authority may allow the successor to purchase the unit for an amount established by the Housing Authority based upon the remaining purchase price of the house and MEPA, and taking into consideration any other amounts owed to the Housing Authority by the original homebuyer.

8.6. Housing Authority Designation Of Successor

If the designated successor is not eligible or does not meet admission standards, or if a successor is not identified, the Housing Authority shall designate a successor or place the next eligible family from the waiting list in the house.

8.7. Non-Indian Successors

A non-indian homebuyer who is the surviving spouse of a member and remaining in a house after death, dissolution or separation may continue to live in the unit for his/her life, so long as he or she remains eligible to live in the house.

8.7. 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.

8.8. Minor Children Occupying Home; Guardianship Agreement

After the occurrence of death or physical or mental incapacity, if there is no qualified and eligible successor, the Housing Authority may approve 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 homebuyer agreement on behalf of the children. This arrangement will 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 Housing Authority. However, if the guardian does not meet the eligibility requirements, possession and occupancy of the home will temporarily revert back to the Housing Authority until such time as the minor child reaches the age of 18 years. At that point in time, the child will be given the option of assuming the home under the terms of the prior agreement as they existed at the time of the homebuyer's death or incapacity, or conveying it back to the Housing Authority.

8.9. Trust, Restricted, Or Special Consideration Of The Land Status

In case of trust, restricted, or special land considerations, the Housing Authority shall review applicable statutes and requirements prior to approving a successor, or designating a subsequent homebuyer. The homebuyer agreement may be modified to accommodate any special considerations.

8.10. Equity, MEPA and Purchase Price Schedule

There will 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.

8.11. Subsequent Homebuyer

A family chosen from the waiting list to live in a previously occupied Mutual Help house is a subsequent homebuyer. The Housing Authority shall determine a purchase price for the house, pursuant to Section 14.2.B, prior to the subsequent homebuyer taking possession.

9. House Transfers

9.1. Requirements For Transfer

Housing Authority residents may be transferred from one Housing Authority house to another, which may take precedence over new admissions. Any family requesting a transfer to another project, program, or unit must do so in writing. All transfers are subject to availability of units. There are four types of transfers: emergency, administrative, elderly and resident-initiated transfers. Emergency, administrative, and elderly transfers take priority over new admissions and resident-initiated transfers. Emergency and administrative transfers are mandatory and refusal to accept an emergency or administrative transfer is a violation of the lease sufficient for termination of the lease. Once the lease is executed, the tenant will have 15 calendar days to vacate their previous unit. The requirement to accept mandatory transfers is subject to the Housing Authority's Grievance Policy.

9.2. Transfer Categories

A. Emergency Transfers. Emergency transfers are transfers that the Housing Authority requires because the condition of a resident's unit poses an immediate threat to life, health or safety as determined either by the Housing Authority or by a legal proceeding (examples include fire, flood, lack of heat or water, or code violations).

B. Administrative Transfers. Administrative transfers are transfers that are required by the Housing Authority for the following reasons:

1. To resolve problems of a life threatening nature;

2. To make reasonable accommodations for a resident with a disability;

3. To relocate residents for demolition, consolidation, rehabilitation, court order, or required conversion to tenant-based assistance;

4. To alleviate threat of attack by criminal elements and/or to remove residents from situations involving domestic violence;

5. To place families in units of the correct size for their family, including defining situations in which overcrowded families will qualify for family splits. This will include transfers because families are in units too small for their families, or units too large for their families; and

6. To address a change in income to meet grant requirements.

C. **Elderly Transfers.** Non-mandatory transfers are available to elderly families and individuals. The transfers are initiated by the resident wishing to move and those eligible include both elderly and non-elderly in residence at the home at the time of designation.

D. **Resident Initiated Transfers.** Non-mandatory transfers are available to residents who wish to move, are lease compliant, and have resided in a development for at least one year, including transfers to another unit in the same or a different development.

9.3. Priority for Transfers and Admissions

When making offers of vacant units, the priority for transfers and admission is as follows:

A. Emergency transfers;

B. Administrative transfers;

C. Elderly transfers;

D. New admissions;

E. Resident-initiated transfers.

9.4. Priority for Transfers within each Transfer Category

Within transfer categories the following order of offers applies:

A. Emergency transfers, required by the Housing Authority because the condition of a resident's unit poses an immediate threat to life, health or safety as determined by the Housing Authority or by a legal proceeding, will be made in order based on date of emergency determination. Families that need emergency transfers have first rights to any vacant ready unit that has not already been offered and accepted.

B. Administrative Transfers: By subcategory in the following order, then sorted by date of Housing Authority determination within each subcategory. Families have rights to vacant ready units in the order presented below:

1. **Problems of a life threatening nature.** These may include situations involving crime, domestic violence, medical or disability conditions or other situations in which a resident's life is in danger from something other than the condition of the unit or the building. What these transfers have in common is a documented situation in which any member of a resident family's life is threatened;

2. **Reasonable accommodation for a resident with a disability.** Required under Section 504 of the Rehabilitation Act of 1973, these transfers would include transferring residents to

accessible, adaptable or modified units or to sites where conditions are documented to be more favorable for their disability than the site from which they are transferring;

3. **Threats from criminal elements and domestic violence.** By definition these are matters that are less than life threatening (otherwise, they would be in subcategory 1 above). The documentation required to justify placing a family in this transfer category is a credible threat assessment from a law enforcement agency;

4. **Transfers to permit unit modernization.** These transfers will be made to permit the Housing Authority to make major repairs to units or rehabilitate units and to permit future rehabilitation;

5. **Transfers for Split Families and Over or Under Housing.** These transfers are required for families whose units are either too small or too large for the number of people in their families/households listed on their lease and in accordance with the bedroom size and occupancy standards set forth in Section 5.3.B in this Policy. Every bedroom must be occupied by at least one person and no more than two people, except if a bedroom is large enough to support occupancy by more than two persons or if a resident requires an additional bedroom as a reasonable accommodation to their verified disability. The order in which transfers in this subcategory should be made is first by families that are the most over housed (e.g. a single adult in a four-bedroom unit) and then the most overcrowded (expressed by number of persons per bedroom). The reason for taking those over housed first is to free up units for overcrowded families. Among overcrowding situations are those that qualify for split family transfers. For a family to qualify for a split family transfer, all the following must be true:

(a) The family must be overcrowded (more than 2 persons per bedroom); and

(b) The overcrowding must have resulted from births, adoptions or court awarded custody of children to a family member on the lease; and

(c) The adult who would become the head of the 'splitting family' must be eligible.

C. Elderly transfers. In accordance with Federal law, these transfers will be made in the order in which qualifying residents request such transfers. These transfers are available to the elderly to better serve their individual needs. Both the elderly and persons who are not elderly but who were in residency at the time of designation may request these transfers.

D. Resident Initiated Transfers. Generally, resident-initiated transfers take place after new admissions, unless vacant units permit such transfers. In that case, these transfers will be made in the order in which qualifying residents request the transfers. This includes two families transferring (trading) units if both parties agree that it is in their best interest, and the Housing Authority approves.

9.5. Qualifying for Transfers – Lease Compliant Residents

A. Families that reside in buildings that qualify them for emergency transfers, that is with unit conditions that pose an immediate threat to their life, health or safety do not have to be lease compliant in order to be transferred. Families that are in the process of having their leases terminated will continue in this process, even if subject to an emergency transfer. An emergency transfer will not stop the lease termination process.

B. Families who seek or are required to move for administrative, elderly or resident initiated transfers must be lease compliant. An exception to this requirement will be made for administrative transfers required by the Housing Authority when the transfer will benefit the Housing Authority. This exception is established to prevent families who do not wish to transfer from using poor lease compliance to prevent the transfer.

To be lease compliant a resident must:

1. Be current on rent payments or payments on any repayment agreement with no delinquent balances in the past twelve months;

2. Be current on utility payments or payments on any repayment agreement and be able to get utilities turned on in the head of household's name (when moving to a development with resident-paid utilities);

3. Have no history of criminal activity or disturbances that resulted in lease violation as documented by lease violation notices in the resident's file;

4. Have a good housekeeping record as evinced by the housekeeping inspection reports in the resident's file. Residents that cannot pass the lease compliance test may be denied a transfer. The Housing Authority's refusal to transfer is subject to the Grievance Policy.

9.6. Notice Requirements for Transfers

A. Emergency Transfers. When feasible, given conditions, the Housing Authority shall provide the maximum amount of notice, up to 30 days. In general, however, the threat to life, health or safety posed by unit or building conditions precludes much notice. The Housing Authority shall notify the resident transferred of the reason for the transfer, the resident's new location, and the expected duration of the emergency transfer.

B. Administrative Transfers. Generally, these administrative transfers require 30-day notice to residents. The notice requirements include the date of the transfer, the reason for the transfer, the new location and the expected duration of the transfer. Exceptions to the 30-day notice requirement shall be granted for administrative transfers to move a family in a life threatening situation, or other non-life threatening situations such as documented threat by criminal elements, domestic violence or some medical condition that is not life threatening but may be exacerbated by the unit or location.

C. Elderly transfers require 30 days notice unless the resident waives the notice requirement in writing.

D. Resident-initiated transfers require 30 days notice unless the resident waives the notice requirement in writing.

9.7. Site Selection for Transferees

A. Generally, families who must move under requirements applicable to emergency or administrative transfers shall not have a choice of site. Rather, they shall be transferred to the first unit available that is the correct size and type for the family and meets housing quality standards. Residents making resident-initiated transfers shall, to the extent possible, receive their choice of development, however these transfers have lower priority than those under the admission of applicants.

B. The Housing Authority will take into consideration issues of personal safety that might arise when transferring a family to a different development. To be considered by the Housing Authority, such issues must be documented by a threat assessment. If such safety issues exist, the Housing Authority will, to the extent possible, provide the family with an alternative unit.

9.8. New Lease

Transferees will execute a new lease for the transferred house, unless the family is in the process of lease termination. For families under lease termination, documentation shall be placed in the file stating the reason for the transfer. Upon resolution of the lease proceedings, if the family remains a leaseholder, the new lease for the unit shall be executed.

9.9. Cost of Transfers

A. The Housing Authority will pay the costs for emergency and elderly transfers for elderly and non-elderly families or individuals, and for administrative transfers other than those for overcrowded or over housed families. Residents are responsible for the costs associated with Resident-initiated transfers.

B. The cost of transfers includes moving expenses, utility disconnection and reconnection fees, etc.

9.10. Maintenance And Repairs Performed

All necessary repairs and rehabilitation of the unit shall be charged to the current homebuyer/tenant prior to move-out. If the total amount of charges is unclear, a good faith estimate shall be provided by the Housing Authority.

9.11. Purchase Price Schedule

All rights, obligations, and equity shall be transferred to the new house. For homeownership, the purchase price of the new home shall be the current value of the home, based upon the prior homebuyer's amortization schedule on the new home. The Housing Authority may take into consideration payments made toward the purchase of the old home to establish a fair purchase price.

10. Assignment of Homebuyer Houses

The Housing Authority shall allow the assignment of a homebuyer house under certain circumstances. An assignment is the permanent assignment of all rights and interests in a homebuyer home, and it may take precedence over new admissions. All assignments shall be requested in writing. There are 2 types of assignments: homebuyer houses assigned to the Housing Authority and homebuyer houses assigned to immediate family members.

10.1. Requirements

Any resident who wishes to assign a house must meet the following requirements to be eligible:

A. Be current in rent/house payments and have a generally good payment record.

B. Have lived in their home for at least two years.

C. Have maintained their home in good condition (must be inspected and brought up to Housing Authority standards for new occupants).

D. A homebuyer must have sufficient MEPA and/or be able to prove to the Housing Authority that the house can be brought up to Housing Authority standards.

E. An assignment of a homebuyer house to an immediate family member requires the family member to have lived in the house for a minimum of 90 days prior to the request for assignment. An assignment cannot be made to a family member who is not currently living in the house and who does not intend to make the house the primary residence.

10.2. Types Of Assignments

The Housing Authority will consider two types of assignments:

A. Assignment of homebuyer houses to the Housing Authority.

B. Assignment of low-rent and homebuyer houses to immediate family members provided the assignee meets the required eligibility criteria for the applicable program.

10.3. Assignment To The Housing Authority

A. When a Mutual Help house is assigned to the Housing Authority, the assignor will be refunded the balance of the MEPA less any amounts owed and maintenance and replacement costs incurred by the Housing Authority to put the home in satisfactory condition for the next occupant.

B. After a homebuyer house is assigned to the Housing Authority the Housing Authority shall complete all necessary maintenance and repairs to the house and then assign it to the next eligible family on the appropriate waiting list.

10.4. Assignments To Immediate Family Members

A. When a Mutual Help house is assigned to a family member, the assignor will be refunded the balance of the MEPA less any amounts owed and maintenance and replacement costs incurred by the Housing Authority to put the home in satisfactory condition for the assignee.

B. Every assignee will execute a MHOA or other homebuyer agreement for the assigned house.

C. All assignees of homebuyer houses will be required to attend homebuyer orientation and counseling.

10.5. Cost of Assignments

A. Residents are responsible for the costs associated with any assignment.

B. The cost of assignments includes utility disconnection and reconnection fees, etc.

10.6. Maintenance And Repairs Performed

All necessary repairs and rehabilitation of the unit shall be charged to the current homebuyer prior to move-out. If the total amount of charges is unclear, a "good faith" estimate shall be provided by the Housing Authority.

10.7. Purchase Price Schedule

All rights and obligations, but not the equity, shall be transferred to the assignee. The purchase price shall be the remaining balance owed on the new home, except for houses assigned to the Housing Authority, which shall be available to a new homebuyer family with a new amortization schedule based on the current appraised value of the house.

11. Executing the Lease/Homebuyer Agreement

11.1. Execution of the Lease/Homebuyer Agreement

Prior to occupancy of a unit, the tenant/homebuyer shall execute a lease/homebuyer agreement with the Housing Authority. This agreement is a legal document that 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 tribal member head of household must execute the lease/homebuyer agreement, or, if the Tribal member is not the head of household, then the tribal member shall execute the lease/homebuyer agreement. If married, and the spouse is residing in the unit, he/she must sign the lease/homebuyer agreement only if he/she is a tribal member; non-tribal members shall not execute a homebuyer agreement. If two unmarried individuals intend to purchase a unit together, the tribal member shall execute the homebuyer agreement. The Executive Director will sign on behalf of the Housing Authority.

11.2. Failure to Execute Lease/Homebuyer Agreement

If a properly notified applicant fails to execute a lease/homebuyer agreement by the date the house is ready for move-in, the Housing Authority shall notify the applicant in writing that if

they fail to execute the lease/homebuyer agreement within 10 business days the Housing Authority will award the house to the first family on the waiting list.

11.3. Changes, Modifications, and Amendments

If the tenant/homebuyer (head or spouse) or unit (due to transfer or assignment) changes, a new lease/homebuyer agreement shall be executed. The Housing Authority may revise or adopt policies that affect the tenant/homebuyers' obligations and requirements under the lease/homebuyer agreement. Such changes do not require execution of a new lease/homebuyer agreement.

12. Termination

12.1. Termination of Agreement by the Tenant/Homebuyer

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

12.2. Termination of Agreement by the Housing Authority

The Housing Authority may terminate the lease/homebuyer agreement for material noncompliance with the lease/homebuyer agreement or occupancy rules or for other good cause, in accordance with the provisions contained in the lease/homebuyer agreement. A failure to comply with any of the requirements, obligations, or duties outlined in the lease/homebuyer agreement shall be grounds for termination. The Housing Authority shall issue a notice of breach to the homebuyer/tenant promptly after the occurrence of such a breach, notify the homebuyer/tenant of grievance procedures, and state the action required by the homebuyer/tenant to cure the breach. If the breach is not cured to the satisfaction of the Housing Authority, a notice of termination shall be issued in accordance with the terms and conditions of the lease/homebuyer agreement and the Collection and Eviction Policy.

13. Guidelines and Rules for Occupants

13.1. Principal Residency Requirement

As a condition of occupancy, tenants/homebuyers are required to use the home as a principal residence, except for temporary absences, as approved by the Executive Director.

13.2. Determination of Abandoned Unit

A home which has been unoccupied for a period of 30 days or more by the homebuyer/ tenant without Housing Authority approval may be determined to be abandoned and in breach of the lease/homebuyer agreement.

13.3. Business Use of Unit

The use of the unit for the operation of a business may be approved by the Housing Authority if it determines that the operation of a business (1) is essential for the well-being of the family; (2) is necessary for the family to meet its obligations under the agreement; and (3) the operation of the business cannot negatively impact the neighbors or surrounding community. A request to operate a business out of the unit must be made in writing. A decision on the written request

shall be made within 30 days of the date of the request. A denial is subject to the Housing Authority's Grievance Policy.

13.4. Structural Modifications

Tenants shall not make any structural modifications or additions to a house, and a homebuyer may make a structural modification in limited circumstances and only after receiving prior approval for the modification from the Housing Authority. A request for modification shall be made in writing, and provide detailed information regarding the proposed change (e.g., plans/specifications). If the homebuyer is in full compliance with the terms of the homebuyer agreement, the Housing Authority may approve the request in accordance with applicable policies.

A. Approvable Alterations and Additions

Modifications which are approvable include but are not limited to energy conservation items, alternative heat and air, enclosing a carport/garage, adding storage space, adding living space, permanent fencing, and cosmetic interior items.

B. Resident Expense

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

C. No Liens

No liens may be placed on the house in connection with the 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 current California building codes and ordinances. The Housing Authority shall be given the opportunity to inspect the work during all phases of completion.

E. Homebuyer Equity

If the homebuyer is in compliance with the terms of the homebuyer agreement, the Housing Authority may approve the use of homebuyer equity funds to pay for the cost of structural modifications.

13.5. Damage To Property

Tenant/homebuyers 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 household members, guests and invitees in their homes.

13.6. Public Disturbance

Tenants/homebuyers shall not engage in unlawful activities or activities which could cause a disturbance to neighbors and the surrounding community. The Housing Authority shall maintain a record of all tenant/homebuyer complaints.

13.7. Responsibility to Provide Utilities

It is the responsibility of tenants/homebuyers to provide all utilities for the unit including deposits, and the utilities must be connected at all times except for power or other outages.

13.8. Payments/Rent

All rent/homebuyer payments are due on the first day of the month without billing/prior notice, in accordance with the Housing Authority's Collection and Eviction Policy.

13.9. Maintenance/Appearance Of The Home And Property

The tenant/homebuyer 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 vehicles). A vehicle must have a valid registered license plate and be operable or it will be considered a junk vehicle and the tenant/homebuyers will be required to remove it from the property.
The tenant/homebuyer is responsible for reporting any plumbing, electrical or health and safety conditions of the unit to the Housing Authority and for taking reasonable steps to protect themselves and avoid additional damage where possible (such as by turning off faucets, moving flammable items away from potential fire sources, exiting the unit if the conditions make it not habitable. Once such report is made, the Housing Authority shall take proper steps to remediate. The Housing Authority shall monitor the condition of the unit through periodic inspections and general observations.

13.10. Pets

The purpose of this policy is to safeguard the health and safety of residents of the housing area. Failure to abide by this policy constitutes a breach of the lease/homebuyer agreement and is grounds for termination of the lease/homebuyer agreement.

A. Tenants are prohibited from owning or caring for pets at the home. Failure to abide by this policy constitutes a breach of the lease and is grounds for termination of the lease.

B. A homebuyer may keep pets at the home so long as the homebuyer (1) remains in compliance with the Tribe's Animal Control Ordinance, adopted by the Hoopa Valley Tribal Council in February, 2008 ("Animal Control Ordinance"), and (2) does not otherwise violate any other Housing Authority policy or covenant of the homebuyer agreement.

C. Notwithstanding section 13.10.A, elderly persons or families may own or care for "companion pets," which includes one dog, one cat, or one of another type of "household pet," as defined in the Animal Control Ordinance, so long as the tenant (1) remains in compliance with the Animal Control Ordinance, and (2) does not otherwise violate any other Housing Authority policy or covenant of the lease and in compliance of the Assisted Animal Policy.

D. Vaccinations. Each animal must have proof of having had current and up to date vaccinations in accordance with applicable Tribal, State and local laws.

E. Licensing. Each animal must have a license tag issued according to the Animal Control Ordinance.

F. Roaming/Restraints. Animals must be confined to the owner's property and not allowed to roam at large and must be appropriately and effectively restrained and under the control of a responsible individual while outside of the unit and unit grounds. Additionally, must be restrained while maintenance work is being done on or in the vicinity of the unit.

G. Nuisance/Noise. Owners are responsible for controlling the nuisance or noise of the animal for the purpose of ensuring the quiet and peacefulness of the other tenants.

H. Sanitary Standards. Owners are responsible for disposing of animal waste (feces, litter, etc) in an appropriate and sufficient timely manner and are prohibited from disposing of waste in another resident's yard.

I. Neglected and/or Maltreated. Animals that are obviously neglected and/or otherwise maltreated shall be reported to the proper authorities and may be cause for termination of the lease/homebuyer agreement.

J. Breeding of Animals. Breeding of Animals is prohibited.

K. Vicious Animals. If an animal is deemed vicious and viewed as a threat to the safety of the community, the Housing Authority shall order the owner to immediately remove the animal from the property. Failure to remove the animal will be considered a breach of the lease/homebuyer agreement and shall result in termination of the lease/homebuyer agreement.

L. The Housing Authority may remove from the housing project any animal when conduct or condition is duly determined to constitute a nuisance or threat to the health or safety of other tenants or members in the project or persons in the surrounding community.

M. Assistance animals are not considered pets and may be permitted as a "reasonable accommodation" to persons with disabilities who have a need for such assistance animals, consistent with the requirements of 24 CFR part 8 and relevant guidance. Assistance animals are still subject to subsections D – L of this Section 13.10.

13.11. Requirement to List Occupants

The tenant/homebuyer is required to list all occupants of the home on the family's admission form/record/application for continued occupancy. Any visitors who remain for an extended period (7 days and over) are subject to inclusion on the family's official record.

13.12. Homebuyer/Tenant Responsibility for Children and Guests

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

13.13. Inspections

The tenant/homebuyer shall permit the Housing Authority to periodically inspect the home and grounds. Failure to cooperate in the coordination of inspections or denying access for inspections will result in termination of the lease/homebuyer agreement.

13.14. Counseling
The tenant/homebuyer is required to attend all mandatory counseling sessions scheduled by the Housing Authority. The tenant/homebuyer may be required to attend individual counseling sessions as a condition of continued occupancy.

13.15. Prohibition of Illegal Drug Activities
Any involvement by a tenant/homebuyer, household member, guest or invitee in drug related criminal activity shall be grounds for immediate termination in accordance with the lease/homebuyer agreement and Hoopa Valley law.

13.16. Insurance
The Housing Authority shall provide required insurance on the unit structure including fire and extended coverage. The tenant/homebuyer's will have to secure their own insurance for personal property/contents of the house or other personal property. It is the tenant/homebuyer's responsibility to report all damages to the unit so claims can be processed in a timely manner.

13.17. Re-certification Requirements
The tenant/homebuyer is required to update relevant information regarding income, family composition, payment, rent calculations etc., on an annual basis and as set forth in this Policy. Tenants/homebuyers must be low-income, as defined in this Policy.

13.18. Prohibition of Subleasing
The tenant/homebuyer shall not take in boarders. Tenants shall not sublet their unit, and a homebuyer may sublet a house only in limited circumstances and with the prior written approval of the Housing Authority *(See* Sublease Policy*)*.

13.19. Temporary Stay
Participants wishing to allow others to live in their home for a period of more than 7 days must first obtain authorization from the Housing Authority. A temporary stay is one that does not exceed 7 days, and prior approval from the Housing Authority is not necessary for a temporary stay.

13.20. Minimum Income

A. The minimum income acceptable, adjusted by family size, in order for a family to remain eligible for the Housing Authority's Low Rent and homebuyer programs is the amount sufficient to cover monthly household expenses, such as electricity, telephone, gas, etc., in addition to rent, as determined by the Housing Authority. The Housing Authority has determined that this is the minimum amount needed for a family to demonstrate financial capability to continue to meet basic living expenses and the administration charge. The Housing Authority may waive the minimum income requirements on a case-by-case basis if an applicant is elderly, disabled or for some other reason if the waiver is consistent with Housing Authority policies, Hoopa Valley law and federal regulations, and the applicant can demonstrate an ability to meet the minimum financial obligations needed to participate in the program.

B. The Housing Authority will determine at its discretion that a tenant/homebuyer family who cannot demonstrate to the satisfaction of the Housing Authority that the family has the financial capability to meet the basic living expenses and rental charge to be in violation of this Policy and the lease/homebuyer agreement and therefore ineligible to continue in the rental/homebuyer program. The Housing Authority shall have the option at its sole discretion to place the ineligible family in the Housing Authority's HIP program, if available.

C. A family without income (in other words, claiming zero income) must demonstrate an attempt to secure income for the household through employment or through a social services program, e.g., TANF, County Welfare, Hoopa Human Services, Unemployment Insurance, SSI Disability, within 90 days of the time the family is without income.

13.21. Other Responsibilities/Obligations Under Lease/Homebuyer Agreement

The tenant/homebuyer agreement is responsible for complying with all other responsibilities/obligations stated in the lease/homebuyer agreement.

13.22. Additional Housing Authority Rules

The Housing Authority may have other rules and requirements that are not set forth in this Policy and that occupants are subject to. The Housing Authority may circulate additional rules subsequent to this Policy that must be adhered to by tenants/homebuyers. All tenants/homebuyers are subject to all applicable laws.

14. The Certification Process

14.1. Annual Reexamination

A. Scheduling. Tenants/homebuyers are required to recertify to update relevant information regarding family status and execute a tenant certification form on an annual basis. A change in family status could take place in any of the following circumstances:

1. The tenant has had a change in income (increase or decrease);

2. The tenant has had a change in the size of the household (increase or decrease in number of people residing in the unit); or

3. The tenant has had a change in the type of household (the household may become disabled or elderly, or a 17-year-old child may turn 18).

The date for re-certification will be the anniversary of the family's move-in date (initial occupancy). Re-certification includes verifying information needed to determine homebuyer payment/rent payments and other vital information concerning the family's composition and records. At least 30 to 45 days prior to the date that the certification expires, the Housing Authority shall notify the homebuyer/tenant in writing of the need to re-certify to remain eligible to continue residence at the property and set a date/time for the re-certification. This letter will also include what information the Housing Authority needs from the family in order to complete the certification. If the family fails to respond to the letter, the Housing Authority will issue a

second letter 10 days prior to the date the certification expires informing the tenant of the information needed to recertify, the time frame in which the new certification must be submitted, and the consequences for failure to comply with the recertification process.

B. Required Information. As part of the recertification process, tenants/homebuyers must provide the Housing Authority with the necessary income and other family information required to determine eligibility. Tenants/homebuyers must authorize the Housing Authority to verify information provided to establish their eligibility or payment amounts. Tenants/homebuyers must report all changes in household status that may affect their eligibility to the Housing Authority.

C. Adjustments to Rent/Homebuyer Payments. After the annual re-certification process is complete, an adjustment in rent/homebuyer payment amount will be made effective the month immediately following the re-certification. Increased rent/payment adjustments will be made retroactively unless the Housing Authority determines that re-certification was delayed by the Housing Authority or some other third party, and that the tenant/homebuyer was in no way at fault. Decreased rent/payment adjustments will be made retroactively only if the Housing Authority determines that the re-certification was delayed by the Housing Authority or some other third party, and that the tenant/homebuyer was in no way at fault.

D. Interim Re-Examination. Tenants/homebuyers are required to recertify and execute a certification form whenever a change in household income and the Housing Authority shall adjust the rent/homebuyer payment accordingly. The tenant/homebuyer may request a re-examination of income and/or re-certification if he/she feels that circumstances have occurred that would affect the monthly-required rent/homebuyer payment. The Housing Authority will process these requests on a first-come, first-served basis. The Housing Authority will adjust net tenant contribution and unit rents, if applicable, whenever there is a change in tenant household status sufficient to generate a new certification.

E. Annual Income and Rent/Homebuyer Payment Presumed if Family Fails to Provide Information. If the tenant/homebuyer fails to provide updated information in a timely manner, the Housing Authority shall assume that there has been no substantial change and the rent/homebuyer payment will remain unchanged, or it may automatically increase the rent/homebuyer payment to the ceiling amount until the tenant/homebuyer provides verifiable updated information to the Housing Authority. Tenants/homebuyers who fail to comply with tenant certification and recertification requirements will be considered ineligible for occupancy, and the Housing Authority will proceed in accordance with Section 13.8 of this Policy. Such tenants/homebuyers will be subject to unauthorized assistance claims, if applicable.

F. Other Required Information

The tenant/homebuyer may be required to submit additional information at re-certification, if the Housing Authority deems it necessary to complete the family's records or to assist in determining income and rent. Information that 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.

14.2. Special Re-Examinations

A. No Income

If a tenant/homebuyer is determined to have no household income or the tenant/homebuyer pays no rent or homebuyer payment due to insufficient income, the Housing Authority will recertify the tenant/homebuyer at least monthly. Tenants/homebuyers with insufficient income shall have no more than 90 days to demonstrate the household has sufficient income to meet the minimum income requirements set forth in section 13.20 of this Policy. After 90 days, without proof of sufficient income, the tenant/homebuyer shall no longer be eligible to remain in the unit and the Housing Authority shall take action accordingly.

B. Unstable Conditions

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

14.3. Procedure For Re-Examination

A. Submission of Application for Continued Occupancy. At the time of the required re-certification, the tenant/homebuyer will be required to submit an application for continued occupancy, on a Housing Authority prescribed form. The completed application and any attachments shall be signed by the tenant/homebuyer.

B. Notice of Changes. Within 5 business days of the completed re-certification process, the tenant/homebuyer shall be informed in writing of any changes in the required monthly payment/rent and the effective date of these changes.

14.4. Ineligible Tenants/Homebuyers

Once a lease/homebuyer agreement has been executed with the applicant, they are entitled to occupy the unit so long as they remain eligible and comply with lease/homebuyer agreement renewal requirements. Upon recertification, some tenant/homebuyers may be found to fail to meet either the income or the occupancy requirements for the unit and property that they currently occupy. The Housing Authority must give tenants/homebuyers who are no longer eligible to reside at the property notice that they must vacate the property within 30 days.

A. In some situations, a tenant/homebuyer may be ineligible based on the size of the unit currently occupied, but could become eligible if shifted to a unit of a different size (either larger or smaller). In this situation, a tenant/homebuyer may continue as an ineligible tenant/homebuyer, but the Housing Authority will relocate the household to the proper unit size as soon as a unit of that size becomes available. If a tenant/homebuyer requires a unit size that is not provided through Housing Authority programs, the tenant/homebuyer would be considered ineligible and required to vacate the property within 30 days.

B. The Housing Authority may permit ineligible families to continue to reside at the project, if:

1. The waiting list for the specific unit type has no eligible tenants/homebuyers; or

2. The required time period for vacating the unit would create a hardship on the family.

14.5. Adjustments Due To Errors; Fraud

If the Housing Authority made an error in calculating a tenant/homebuyer's rent/homebuyer payment which was subsequently discovered by either the Housing Authority or resident, a retroactive adjustment shall be made to the effective date of change (improper adjustment). Errors that are caused by the tenant/homebuyer may also be made retroactive if the Housing Authority finds evidence that the errors were committed willfully in an effort to receive a reduced rent/homebuyer payment. In addition, where fraud occurs, the lease/homebuyer agreement shall be terminated.

14.6. Failure to Comply or Properly Report Information Required

If a tenant/homebuyer fails to provide information or provides false information for a required re-certification, it is considered a breach of the lease/homebuyer agreement and is grounds for termination of the lease/homebuyer agreement. Providing false information to or withholding information from the Housing Authority may be considered fraud, which is a crime punishable under the law. If a tenant/homebuyer 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 tenant/homebuyer fails to meet the deadline within 10 days of the recertification date, the Housing Authority shall notify the tenant/homebuyer of the breach of the lease/homebuyer agreement and will give the tenant/homebuyer written notification that termination proceedings are being initiated, and that the tenant/homebuyer will be charged maximum rent until the lease/homebuyer agreement is terminated. The Housing Authority shall proceed with eviction procedures outlined in the lease/homebuyer agreement and the Housing Authority's Collection and Eviction Policy.

14.7. Suspension Of Payments

The Housing Authority 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 house. The tenant/homebuyer may request the suspension of payments/rent and the Housing Authority shall approve/disapprove the request and notify the homebuyer/tenant in writing of the determination.

14.8. Verification of Information

The Housing Authority shall verify all information submitted by tenants/homebuyers for recertification is accurate and complete. The Housing Authority shall take all necessary steps to complete such verification, including requesting additional information from the tenant/homebuyer.

15. Home Inspections

15.1. Initial Inspection

A. Participants. At the time of initial occupancy, a move-in inspection shall be conducted with the Housing Authority's inspector and the tenant/homebuyer. The tenant/homebuyer shall be permitted to have a representative of their choice present at the initial inspection to assist them.

B. Counseling Opportunity. The Housing Authority may provide the tenant/homebuyer with counseling or tenant/homebuyer training sessions that cover the obligations of the resident and proper homecare procedures. Attendance at counseling sessions may be a mandatory requirement prior to occupancy.

C. Documentation of Conditions. At the conclusion of the initial inspection, the tenant/homebuyer shall sign an inspection report detailing any deficiencies in the house. The Housing Authority shall correct the deficiencies within a reasonable amount of time.

D. Warranties. At the time of move-in, the tenant/homebuyer shall be provided with a list/packet of the applicable warranties for that particular house.

15.2. Annual Inspection

A. Notification. The Housing Authority shall provide the tenant/homebuyer with written notification of the scheduled inspection at least 10 business days prior to the date of the inspection. The notice shall state that the annual inspection is a requirement of the lease/homebuyer agreement and give the date and time of the inspection.

B. Inspection Procedure. The Housing Authority shall conduct a thorough inspection of the interior, exterior, and adjacent grounds of the home in accordance with its Maintenance Plan. The inspection will be documented with photo proof of the interior and exterior of the unit. The tenant/homebuyer shall sign the inspection report, which contains the results of the inspection.

C. Deficiencies. If the inspection reveals any deficiencies in the condition of the house, the tenant/homebuyer shall be given 30 days to correct the deficiencies, at which time a follow-up inspection shall be scheduled. Deficiencies include, but are not limited to:

1. Failure to keep the premises clean and sanitary as the condition of the premises permits.

2. Failure to dispose from the house all rubbish, garbage and other waste, in a clean and sanitary manner.

3. Failure to properly use and operate all electrical, gas and plumbing fixtures and keep them as clean and sanitary as their condition permits.

4. Permitting any person on the premises, including the tenant/homebuyer, to willfully or deliberately destroy, deface, damage, impair or remove any part of the house or the facilities, equipment, or appurtenances thereto.

5. Failure to occupy the premises as an abode, utilizing portions thereof for living, sleeping, cooking or dining purposes only which were respectively designed or intended to be used for such occupancies.

D. Follow-Up Inspection. The Housing Authority shall conduct a follow-up inspection to determine if the deficiencies have been corrected. Any further deficiencies during the re-inspection process will be included in the original time line. The tenant/homebuyer shall be notified and present at the inspection. If the tenant/homebuyer has not corrected the deficiencies, the Housing Authority may terminate the lease/homebuyer agreement in accordance with the terms of the agreement, or perform the necessary work and charge the tenant/homebuyer's account.

If the deficiencies are not corrected, the Housing Authority shall give the tenant/homebuyer an additional 15 days to correct them. If the deficiencies still are not corrected, the Housing Authority shall give the tenant/homebuyer an additional 5 days to correct them. If the follow-up inspection reveals that all of the deficiencies have not been corrected, the Housing Authority shall initiate termination of the lease/homebuyer agreement.

15.3. Special Inspections

In addition to the annual inspection, the Housing Authority may require special inspections if the tenant/homebuyer has received unfavorable inspection reports in the past. Special inspections may be required as a condition of initial occupancy if the tenant/homebuyer has a poor record of housekeeping at past residences or of continued occupancy if there is ongoing housekeeping issues.

15.4. Move-Out Inspections

Upon termination of the lease/homebuyer agreement, the Housing Authority shall conduct a move-out inspection. The tenant/homebuyer or representative shall be present at the inspection. The Housing Authority shall prepare an inspection report that shall be signed by the tenant/homebuyer. The report shall include an account of any deficiencies noted, a written estimate of the amount (dollar value) of work required, and a statement which gives the tenant/homebuyer 5 days to correct the deficiencies. If the deficiencies are not corrected by the deadline, the Housing Authority shall correct the deficient items and charge the tenant/homebuyer's account (equity or deposit) for the work. If the amount of the work exceeds the tenant/homebuyer's available balance, the Housing Authority shall bill the tenant/homebuyer for the amount outstanding.

16. Conveyance of Mutual Help and other Homebuyer Houses

16.1. Opportunity to Purchase

Participants in the homebuyer programs will be given the opportunity to purchase their home in accordance with their homebuyer agreement and when all necessary obligations under those agreements have been satisfied.

16.2. Determination of Purchase Price

A. Initial Purchase Price. The Housing Authority shall determine the initial purchase price prior to execution of the homebuyer agreement. Shortly after move-in the Housing Authority shall give to the homebuyer a purchase price/amortization schedule. The homebuyer shall also receive periodic statements detailing the payments made, balance owed, equity, and payoff.

B. Subsequent Purchase Price. The Housing Authority 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. For subsequent homebuyers who are not successors, the Housing Authority shall have the house appraised by an approved appraiser. The appraiser shall use factors such as market value, condition/age of the unit, and depreciation/appreciation in order to arrive at a subsequent purchase price. Subsequent homebuyers shall be issued a purchase price/amortization schedule and periodic statements of account.

16.3. Eligibility for Conveyance

A home shall be eligible for conveyance when the homebuyer has met all of the obligations of the homebuyer agreement including but not limited to purchase price paid in full, payment of settlement and closing costs, attorney's fees, payment of first year's insurance coverage and taxes (if applicable).

16.4. Conveyance Procedure

When the balance owed on the home equals $5000 or less, the Housing Authority 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 Housing Authority shall verify all of the accounts and financial documents to ensure accuracy. The Housing Authority 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 Housing Authority shall notify the homebuyer of the closing date. At the closing, the Housing Authority shall provide all of the necessary documents to complete the transaction. The homebuyer and Housing Authority 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.

16.5. Transfer of Title

Once the transaction is completed, the Housing Authority 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 10 days of closing.

16.6. 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.

16.7. Counseling

In order to assist homebuyers with making the transition to full-fledged homeownership, the Housing Authority shall provide counseling opportunities to interested homebuyers.

16.8. Post-Conveyance Modernization or Other Housing Assistance

Unless stated elsewhere in Housing Authority policy or program guidelines, conveyed homes will be eligible for housing assistance in accordance with the guidelines and requirements governing the program requested.

16.9. Conveyance of Homes on Leased or Restricted Land

Homes located on restricted land or that have special land status shall be conveyed in accordance with Hoopa Valley law and policy.

17. Conversion of Units to a Different Program

The Housing Authority may approve a homebuyer's written request to convert to the rental/homeownership program if the Housing Authority determines that the conversion is in the best interest of the tenant/homebuyer and the Housing Authority in accordance with the Conversion Policy. In considering approval, the Housing Authority shall evaluate factors such as financial feasibility, condition of the unit/home, repair costs and delinquencies. If all move-in and move-out requirements for both programs have been met to the Housing Authority's satisfaction, any remaining balance in the tenant/homebuyer's account shall be refundable. The Housing Authority shall furnish a copy of a settlement statement detailing any amounts owed or to be refunded prior to completion of the conversion.

18. Conflict of Interest

18.1. Application. The Conflict of Interest provisions apply to anyone who participates in the Housing Authority's decision-making process or who gains inside information with regard to funded activities. These individuals include, but are not limited to, Housing Authority staff, Board Commissioners, Hoopa Tribal Council Members and members of their immediate families.

18.2. Immediate Relative. An immediate relative is a parent, spouse, child, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents of the Housing Authority employee, Board Commissioner or his/her spouse, and grandchildren of the Housing Authority employee, Board Commissioners, Hoopa Tribal Council Members or these same relationships as a "foster" or "step" relation.

18.3. Conflict of Interest. This Conflict of Interest Policy prohibits employees of the Housing Authority, members of the Housing Authority Board of Commissioners, Hoopa Tribal Council Members or any immediate relative of the foregoing, from receiving assistance through any of the Housing Authority programs, or from benefiting from their position personally, financially or through the receipt of special benefits other than payment of their salary and/or appropriate administrative expenses. The conflict of interest provision does not apply in instances where an applicant who might otherwise be included under the conflict of interest prohibition is low-income and is selected for assistance in accordance with this Policy's provisions for eligibility, admission and occupancy, provided that there is no conflict of interest under applicable tribal law. The Housing Authority must make a public disclosure of the nature of assistance to be

provided and the specific basis for the selection of the person. The Housing Authority shall provide the Southwest Area ONAP with a copy of the disclosure before the assistance is provided to the applicant.

18.4. HUD Approval. HUD approval for an exemption is required when there is a potential conflict of interest.

18.5. Low-Income Exception; Public Disclosure. If the person receiving assistance is low-income and qualifies for eligibility, admission and occupancy in a Housing Authority program, only public disclosure of the nature of the assistance and the specific basis for selection of the person is required. The Housing Authority shall publicly disclose the nature of assistance to be provided and the specific basis for selection of that person. The disclosure shall be provided to the Tribal Council and posted at the entrances of the Housing Authority and Tribal offices. Also, the Housing Authority shall provide HUD SWONAP with a copy of the disclosure.

18.6. **Previous Conflicts.** The Housing Authority should identify any conflict of interest for individuals who previously received Housing Authority assistance that have not been properly reported. The necessary action should be taken immediately to make these conflicts of interest public and to report them to HUD SWONAP.

18.7. Public Disclosure Notices. The following form of notice shall be used as required by this Policy **(**See ***Appendix 33***):

Notification of Appearance of or Potential Conflict of Interest

To: Hoopa Valley Tribal Council
Southwest Office of Native American Programs
From: Executive Director, Hoopa Valley Housing Authority
Date:
Re: Appearance of or Potential Conflict of Interest of: _____

Per 24 CFR 1000.30 and Hoopa Valley Housing Authority Conflict of Interest Policy, this is to notify your office that the above named individual has been determined eligible and will be provided assistance under the Hoopa Valley Housing Authority's _____Housing program. This person is related (immediate family) to the decision making process as follows:

□ Hoopa Valley Housing Authority or Board of Commissioners
□ Other _____

The nature and basis of the assistance to be provided is as follows:

_____
_____
_____
_____
_____