

Original

Tunica-Biloxi Tribe Housing Department
Admissions & Occupancy Policy

These A&O policies & procedures were reviewed and approved by the Housing Board Committee on (date): November 16, 2021

These A&O policies & procedures were reviewed and approved by the Tunica-Biloxi Tribal Council on (date): _____ Resolution # _____

CONTENTS

PART I. OVERVIEW	12
A. Introduction	12
B. Purpose	12
C. Laws and Customs of the Tribe	12
D. Prohibited Use of Premises	12
E. Codes	13
F. Jurisdiction	13
G. Organization & Structure the TBHD	13
H. Staff and Officials Applicability	13
PART II. OTHER LAWS, REGULATIONS	14
Section 1. OTHER LAWS	14
PART III. INDIAN PREFERENCE	14
PART IV. INTERPRETATION	14
A. Program Tenants and Applicants	14
B. Number and Gender	15
C. Amendments	15
D. Notices	15
E. Waivers	15
F. Authorization of TBHD Housing Director	16
PART V. APPLICATION	16
Section 1. FORM	16
A. Overview	16
B. Application Forms	16
C. Application Process	17
Section 2. WRITTEN COMMUNICATION	17
A. Notification to Applicants of Ineligibility	17
B. Notification to Applicant of Eligibility	18
C. Communications:	18
PART VI. ELIGIBLE FAMILIES	19
Section 1. BASICS	19
A. Types of Families	19
B. Overview	19
C. Essential Families Eligibility	19
D. Essential Factors for Qualifying as a Family	19
E. Enrollment Documentation.	20
F. Household Composition	20
G. TBHD Discretion	20
H. Principal Residence	20
I. Ability to Enter into an Agreement	20
J. Stability need to maybe add employment stability	21
K. Credit, Use, and Maintenance History	21
L. Habits & Practices	21
M. Prior Housing Assistance	21
N. Previously Assisted TBHD Tenant	21

Section 2.	BACKGROUND CHECKS _____	22
Section 3.	NEGATIVE REFERENCE _____	22
Section 4.	SOCIAL SECURITY NUMBERS _____	22
Section 5.	FAMILY CONSENT TO RELEASE OF INFORMATION _____	22
PART VII.	INCOME LIMITS & LEVELS _____	22
Section 1.	HUD Median Family Income (MFI) Limits _____	22
A.	Use of Income Limits _____	22
B.	Latest Publication _____	23
Section 2.	INCOME ELIGIBILITY _____	23
A.	Calculating Anticipated Gross Annual Income _____	23
Section 3.	LEVELS OF INCOME _____	23
A.	Low-Income Families _____	23
B.	Moderate-Income _____	23
C.	Families who are Income Eligible for TBHD Assistance _____	23
Section 4.	WHEN APPLICANT QUALIFIES AS LOW-INCOME _____	24
A.	Rental Unit _____	24
B.	Lease Purchase Unit _____	24
Section 5.	CATEGORIES OF INCOME LEVELS _____	24
A.	Extremely low-income family _____	24
B.	Very low-income family. _____	24
C.	Low-income family _____	24
D.	Moderate-income family _____	24
Section 6.	INCOME DEFINITIONS _____	25
A.	Section 8 _____	25
B.	Internal Revenue Service _____	25
Section 7.	NAHASDA INCOME INCLUSIONS/EXCLUSIONS _____	25
A.	NAHASDA Meaning of Income _____	25
Section 8.	DOCUMENTATION _____	25
PART VIII.	BASIS FOR INELIGIBILITY _____	26
Section 1.	OVERVIEW _____	26
Section 2.	APPLICABILITY _____	26
Section 3.	PROCESS _____	26
Section 4.	INITIAL SCREENING RESULTS _____	26
Section 5.	POSSIBLE REASONS _____	26
Section 6.	DENIAL OF ADMISSION _____	27
A.	Required Denial of Admission _____	27
B.	Screening _____	28
C.	Criteria for Deciding to Deny Admission _____	28
D.	Prohibition Against Denial of Assistance to Victims of Domestic Violence, Dating Violence, and Stalking _____	28
Section 7.	NOTIFICATION _____	28

PART IX. WAITING LIST ADMINISTRATION	29
Section 1. OVERVIEW	29
Section 2. PRIORITIES	29
A. Intent	29
B. Priorities Defined	29
C. Conditions	30
Section 3. PREFERENCES	30
Section 4. PROGRAM PREFERENCES	31
Section 5. OPENING AND CLOSING THE WAITING LIST	31
Section 6. WAITING LIST ORGANIZATION	31
A. Program Waiting Lists	31
B. Entering New Applicants	31
Section 7. ESSENTIAL APPLICATION INFORMATION FOR WAITING LIST PLACEMENT	32
Section 8. MANAGING THE WAITING LIST	33
A. Updating the Waiting List	33
B. Removal from the Waiting List	34
C. Making and Rejecting Offers	34
D. Reporting Requirements:	34
PART X. APPLICANT FILES	35
Section 1. FILING REQUIREMENTS	35
A. File Status	35
B. File Organization	35
C. File Retention	35
Section 2. CONFIDENTIALITY	35
A. Staff	35
B. Tribal Officials and Housing Board Committee Members	36
PART XI. ADJUSTED INCOME	36
Section 1. OVERVIEW	36
A. NAHASDA Definition of Adjusted Gross Income	36
B. Other Amounts	37
Section 2. QUALIFYING FOR DEDUCTIONS	37
A. Anticipating Expenses	37
B. Dependent Deduction	37
C. Elderly or Disabled Family Deduction	37
Section 3. CHILDCARE EXPENSE DEDUCTION	38
A. Definition	38
B. Reasonable Expenses	38
C. Conditions	38
D. Non-Eligible Childcare Expenses	39
Section 4. UNDERSTANDING MEDICAL & DISABILITY DEDUCTIONS	39
A. Medical Expense Deduction	39
B. Meaning of Medical Expenses	39
C. Families That Qualify for Both Medical and Disability Assistance Expenses	40

D.	Disability Assistance Expenses Deduction	40
E.	Limitations on Disability Assistance Expense Deduction	40
F.	Eligible Auxiliary Apparatus Disability Expenses	41
G.	Eligible Attendant Care	41
H.	Necessary and Reasonable Expenses	41
PART XII. VERIFICATION		42
Section 1.	OVERVIEW	42
A.	Verification Requirements	42
B.	Verification Data	42
C.	Verification Time Frame	42
Section 2.	VERIFICATION FORMS	42
A.	Consent to Release Information	42
B.	Refusal to Sign	43
Section 3.	TYPES OF VERIFICATION	43
A.	Third Party Verification	43
B.	Exceptions to Third Party Verification	44
C.	Second Party Verification	44
D.	First-Party Verification	45
E.	File Documentation	45
Section 4.	VERIFICATION OF ANNUAL GROSS INCOME	45
A.	Earned Income.	46
B.	Existing (3 or more years) Business & Self Employment Income	46
C.	Business & Self-Employed Less than 3 Years	46
D.	Self-Employed Verification Using Business Records	47
E.	Periodic Payments and Payments in Lieu of Earnings.	47
F.	Alimony and Child Support.	48
Section 5.	VERIFICATION OF FAMILY RELATIONSHIPS	48
A.	Verification of Family Relationships.	48
Section 6.	VERIFICATION OF CHILDCARE ALLOWANCES	49
A.	Information Required	49
B.	Documentation	49
Section 7.	VERIFICATION OF TRAVEL EXPENSES	50
A.	Documentation	50
Section 8.	VERIFICATION OF STUDENT STATUS	50
A.	Requirements	50
B.	Verification and Documentation of Disability	50
C.	Family Members Receiving SSA Disability Benefits	51
D.	Family Members Not Receiving SSA Disability Benefits	51
Section 9.	VERIFICATION OF MEETING FINANCIAL OBLIGATIONS	51
A.	Timely Payments	51
Section 10.	VERIFICATION OF NON-LOW-INCOME NEED	52
PART XIII. SELECTION PROCESS		52
Section 1.	OVERVIEW	52
Section 2.	PRE-SELECTION	52

A.	Pre-selection Factors _____	52
B.	Pre-Selection Process _____	52
C.	Preferences _____	53
Section 3.	PRIORITIES _____	53
A.	Overview _____	53
B.	Points _____	53
Section 4.	MIXED INCOME _____	55
A.	Income Targeting _____	55
B.	Moderate-Income Requirements _____	55
Section 5.	SELECTION RESULTS _____	55
A.	Final Selection Process _____	55
B.	Rejection of Offers _____	55
PART XIV.	OCCUPANCY _____	56
A.	Authorized Occupants: _____	56
B.	Exclusive Use: _____	56
C.	Guests or Visitors: _____	56
D.	Unauthorized Occupants _____	56
E.	Occupancy Standards _____	57
PART XV.	CONDUCT _____	57
A.	PEACEFUL ENJOYMENT _____	57
B.	SAFE ENVIRONMENT: _____	58
C.	MANNER OF CONDUCT _____	58
PART XVI.	CALCULATING RENTAL PAYMENTS _____	58
Section 1.	OVERVIEW _____	58
A.	Maximum Low Rent Charges _____	58
B.	Review of Allowances/Deductions _____	58
Section 2.	Calculating LOW-RENT PAYMENTS _____	58
A.	Rent Basis _____	58
B.	Ceiling Rents for Low-Income Rentals _____	59
Section 3.	RENTAL PAYMENTS FOR LOW-INCOME SENIOR FAMILY _____	59
Section 4.	RENTAL PAYMENTS FOR LOW-INCOME DISABLED _____	59
PART XVII.	CALCULATING ASSISTANCE FOR NON-LOW-INCOME FAMILIES _____	60
Section 1.	DETERMINING AND DOCUMENTING NEED _____	60
Section 2.	INITIAL OCCUPANCY RENT PAYMENTS FOR NON-LOW-INCOME FAMILIES _____	60
A.	Calculation _____	60
B.	Conditions _____	61
C.	Amount of Rental at Initial Occupancy _____	61
D.	Amount of Rental Assistance for Continued Occupancy _____	62
Section 3.	Calculating Other Assistance _____	62
A.	Amount of Down Payment Assistance _____	62
B.	Calculating Assistance for Continued Occupancy _____	63
PART XVIII.	CALCULATIONS FOR ESSENTIAL FAMILIES _____	63

PART XIX. OTHER CHARGES	63
Section 1. OVERVIEW	63
A. Payment Due Dates	63
B. Charges	64
C. Temporary Absence Precautions	64
D. Tenant Damage	64
E. Late Payments	64
F. Collections	64
G. Returned Checks:	64
H. Work Order Charges	64
Section 2. SECURITY, DAMAGE AND CLEANING DEPOSIT	64
A. Condition of Premises	64
B. Fee Policy	65
C. Deposit Refunds	65
PART XX. LEASING	66
Section 1. GENERAL AGREEMENT REQUIREMENTS	66
A. Bilateral Agreement	66
B. Requirements	66
Section 2. UTILITIES	67
A. Tenant Responsibility	67
B. Water & Solid Waste Removal	67
C. Access to Utilities	68
D. Non-compliance	68
Section 3. EXECUTION	68
A. Execution of Dwelling Lease	68
B. Signer of Dwelling Lease No Longer Living in Dwelling Unit	68
C. Authorized Signer for the TBHD	68
PART XXI. MOVE-IN PROCESS	69
A. Move-In Inspection	69
B. Purpose	69
C. Defects Discovered	69
D. Execute Agreement	69
E. Photos	69
F. Documentation Requirements	69
G. Punch List Items	70
H. Warranty Period	70
I. Warranty Information	70
PART XXII. MAINTENANCE AND REPAIR	70
Section 1. RESPONSIBILITIES	70
A. Use of the Home	70
B. Responsibility by Program	71
C. Notification	71
Section 2. CORRECTIVE ACTION PLAN	71
A. Process	71
B. Health and Safety Conditions	72
C. Work Order	72

D. Charges _____	72
E. Insurance _____	72
F. Contents Insurance _____	72
PART XXIII. INSPECTION _____	72
A. Purpose. _____	72
B. Right of Access _____	73
C. Applicability _____	73
D. Frequency _____	73
E. Corrective Action _____	74
F. Non-compliance _____	74
PART XXIV. HOUSEKEEPING STANDARDS _____	74
Section 1. Responsibility _____	74
A. TBHD Responsibility _____	75
B. Tenant Responsibility _____	75
Section 2. HOUSEKEEPING STANDARDS - INTERIOR _____	75
A. General _____	75
B. Kitchen _____	76
C. Bathroom _____	76
D. Storage Areas _____	76
Section 3. HOUSEKEEPING STANDARDS – EXTERIOR _____	77
PART XXV. RECERTIFICATION PROCESS _____	77
Section 1. ANNUAL RECERTIFICATION _____	77
A. Applicability _____	77
B. Exceptions _____	77
C. Purpose of Recertification _____	78
D. Scheduling: Annual Recertification _____	78
E. Changes in Family Status _____	78
F. Change in Family Composition Issues _____	78
G. Change in Principal Residence Status _____	79
Section 2. INTERIM RECERTIFICATION _____	80
A. Circumstances _____	80
B. Process _____	81
C. Release of Information _____	81
D. Adjustments _____	81
E. Verification of Data _____	81
F. Certification _____	81
G. Action Required Following Reexamination _____	82
Section 3. RETROACTIVE PAYMENT _____	82
Section 4. QUALITY CONTROL _____	82
A. File Review _____	82
B. Concerns _____	83
Section 5. NOTICES _____	83
Section 6. REPORTING _____	83

<i>PART XXVI. HOUSING COUNSELING</i>	83
Section 1. OVERVIEW	83
A. Implementation	83
B. Condition for Assistance	84
C. One-on-One Counseling	84
D. Post Counseling	84
<i>PART XXVII. VEHICLE RESTRICTIONS</i>	84
Section 1. PARKING	84
A. Limitations	84
B. Inoperable Vehicles	84
C. Parking Restrictions	85
Section 2. Violations	85
<i>PART XXVIII. PETS & SERVICE ANIMALS</i>	85
A. Pets Allowed	85
B. Livestock or Poultry	85
C. Pets	85
D. Non-compliance	85
<i>PART XXIX. ALTERATIONS AND IMPROVEMENTS</i>	86
A. Requirement for TBHD Consent	86
B. Ownership of Improvements	86
C. Damages	86
<i>PART XXX. ASSIGNMENT AND SUBLETTING</i>	86
Section 1. Rental	86
<i>PART XXXI. TRANSFERS</i>	86
<i>PART XXXII. RISK OF LOSS/INSURANCE</i>	87
A. Fire and Peril Insurance	87
B. Content Insurance	87
C. Documentation	87
<i>PART XXXIII. FIRE</i>	87
<i>PART XXXIV. PERSONAL PROPERTY</i>	87
<i>PART XXXV. ABANDONMENT</i>	88
A. Personal Property	88
B. Premises	88
C. Notice	88
D. Eviction Process	89
<i>PART XXXVI. SUCCESSION</i>	89
A. Applicability	89
B. Beneficiary	89
C. Events Authorizing Successorship	89
D. Situations where Successorship will not be recognized:	90
E. Eligibility of Successor	90
F. Ineligibility of Designated Successor	90
G. No Designated Beneficiary	90

<i>PART XXXVII.</i>	<i>MOVE-OUT PROCESS</i>	<u>90</u>
A.	Move-Out Inspection	<u>90</u>
B.	Documentation Requirements	<u>90</u>
C.	Punch List Items	<u>91</u>
D.	Procedures	<u>91</u>
<i>PART XXXVIII.</i>	<i>COLLECTIONS & EVICTION</i>	<u>92</u>
Section 1.	PURPOSE	<u>92</u>
A.	Applicability	<u>92</u>
B.	Tribal Code	<u>92</u>
Section 2.	DISTRIBUTION	<u>92</u>
Section 3.	DUE DATES FOR CHARGES	<u>92</u>
Section 4.	PAYBACK AGREEMENTS	<u>93</u>
Section 5.	NOTICES AND INFORMAL RESOLUTION	<u>94</u>
A.	Delinquency Notice	<u>94</u>
B.	Notice of Termination	<u>94</u>
C.	Failure to Comply with Notice of Termination	<u>95</u>
Section 6.	LEAVING WITH A DELINQUENCY	<u>95</u>
Section 7.	COSTS OF DEBT COLLECTION	<u>95</u>
Section 8.	CHARGES TO RESIDENTS (DAMAGE AND REPAIRS)	<u>95</u>
Section 9.	VACANCY WITHOUT NOTICE	<u>95</u>
Section 10.	NOTICE NOT REQUIRED	<u>96</u>
Section 11.	EVICTIONS FOR OTHER PROGRAM VIOLATIONS	<u>96</u>
Section 12.	OPPORTUNITY FOR HEARING	<u>96</u>
Section 13.	ADMINISTRATIVE REMEDIES	<u>96</u>
A.	Costs of Debt Collection	<u>97</u>
B.	Charges to Residents (Damage and Repairs)	<u>97</u>
C.	Vacancy Without Notice	<u>97</u>
D.	Opportunity for Hearing	<u>97</u>
<i>PART XXXIX.</i>	<i>GRIEVANCE</i>	<u>98</u>
Section 1.	PURPOSE	<u>98</u>
Section 2.	DEFINITIONS	<u>98</u>
Section 3.	APPLICABILITY	<u>98</u>
A.	Programs	<u>98</u>
B.	Non-applicability	<u>99</u>
Section 4.	PROCESS	<u>99</u>
A.	Due Process	<u>99</u>
B.	Filing Complaints:	<u>100</u>

Section 5. OPPORTUNITY FOR HEARING _____	100
A. Informal Hearing _____	100
B. Request for a Formal Hearing _____	101
C. Decision of the Housing Advisory Committee _____	102
Section 6. Conflict of interest _____	102
PART XL. TERMINATION _____	102
Section 1. EVENT OF DEFAULT _____	102
A. Overview _____	102
B. Unlawful Detainer Code _____	102
C. Circumstances Warranting Immediate Eviction _____	102
D. Grounds for Termination _____	103
E. Ban _____	103
Section 2. NOTICE _____	103
A. Time Frame _____	103
B. Right to Review Documents _____	103
 Part XLI- LIFE ESTATE _____	 104

ATTACHMENTS:

- A- Tribe's Covenants, Conditions & Restrictions (CC&Rs) (recent update 12/21/2017)
- B- Tribe's Mission Statement and Organizational Chart

PART I. OVERVIEW

A. Introduction

The Tunica-Biloxi Housing Department (TBHD) is governed by the Tunica-Biloxi Tribal Council, hereinafter referred to as "Council, and assisted by the Housing Board Committee. Day-to-day management is carried out by TBHD staff, supervised by the Housing Director.

B. Purpose

The Admission and Occupancy Policy provides direction to staff for admission of families in the program and for administration of the requirements governing admissions and occupancy. The purpose of the policy is to:

1. Provide transparency.
2. Provide daily guidance to housing staff in the performance of routine activities.
3. Make decisions more transparent to staff and the community.
4. Provide a better defense than unwritten policies when challenges arise.
5. Ensure that all housing staff does things the same way, thus promoting consistency and fairness while also minimizing the potential for disputes or legal actions.
6. Provide a foundation for sound management and supervision.
7. Provide a basis for auditor justification.

C. Laws and Customs of the Tribe

The laws and customs of the TBHD apply to the programs operated by the TBHD. Non-Indian and non-member spouses may join in the application process and have their income considered; however, the non-Indian or non-member spouse cannot be the beneficiary or remain in possession of the housing unit. The parties or the courts may not allow the non-Indian or other non-member Native spouse to remain in possession of the unit in the event of divorce or death unless they qualify per the eligibility policies.

D. Prohibited Use of Premises

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

E. Codes

Tenants and Guests are required to adhere to all applicable code and other applicable laws about their personal conduct when it influences their housing obligations and the rights of others.

F. Jurisdiction

1. Covenants

Participants in this program agree to adhere to the Tunica-Biloxi Residential covenants (Attachment A) if they reside on the premises as a renter or a homebuyer.

2. Law Enforcement

The Tunica-Biloxi Police Department is responsible for receiving and investigating any suspicious or illegal acts. Tenants must notify the Tunica-Biloxi Police Department for investigation and prosecution.

3. Tribal Court

The Tunica-Biloxi Tribal Court System maintains exclusive jurisdiction over any dispute that arises.

G. Organization & Structure the TBHD

The mission statement and organization chart are included in Attachment B.

H. Staff and Officials Applicability

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

PART II. OTHER LAWS, REGULATIONS

SECTION 1. OTHER LAWS

TBHD programs are subject to the following laws to the extent required by the Native American Housing Assistance and Self-Determination Act (NAHASDA):

1. The requirements of the Age Discrimination Act of 1975 (42 U.S.C 6101-6107) and HUD's implementing regulations in 24 CFR 146.
2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and HUD's Regulations at 24 CFR Part 8.
3. Title VI of the Civil Rights Act of 1964 (U.S.C. 2000d) and Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.). In the event TBHD takes action under Section 201 (b) of NAHASDA, Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968 will not apply.
4. The Uniform Relocation Act.
5. The Environmental Review requirements at 24 CFR Part 58.
6. Uniform Administrative Requirements at 2 CFR Part 200.

PART III. INDIAN PREFERENCE

The TBHD will give preference in selection to enrolled TB Tribal Citizens first.

PART IV. INTERPRETATION

A. Program Tenants and Applicants

1. Whenever used through this policy, "Tenant" shall mean singular or plural of tenant,
2. Whenever used throughout this policy, "Applicant" shall mean a family or an individual who applies or expresses an intent to apply for rental housing assistance.

B. Number and Gender

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

C. Amendments

1. The Tunica-Biloxi Tribe Council reserves the right to make modifications to these rules if needed for health or safety purposes, programmatic purposes, management purposes, or a change in Tribal Code and applicable federal law or regulations.
2. Tenants will be given at least thirty (30) days' written notice of any modification that is substantive.
3. Changes that result in clarification of language or correction of errors that do not impact the applicable agreement or change the scope of work of a program will not be subject to written public notice.

D. Notices

1. Any notices or demand to be given, served, or made shall be given, served, or made, if from the TBHD Housing Director to the Tenant, if the same is deposited in the United States mail, by certified mail, return receipt, postage prepaid, addressed to the Tenant at address of the leased premises, or mailing address provided by tenant upon move-in; and,
2. If from the Tenant to the TBHD, if the same is deposited in the United States Mail, by certified mail, return receipt, postage prepaid, addressed to the TBHD at: PO BOX 1589, Marksville, LA 71351; or the physical housing office at 135 Yuroni Trail, Marksville, LA 71351. The service of such notice shall be deemed complete by the said deposit thereof in the United States Mail as previously mentioned.
3. Either party, may by written notice to the other, designate a different place to which notices shall be sent.

E. Waivers

No waiver by the TBHD of any term, covenant, or condition of this policy shall be construed as a continuing waiver thereof, or a waiver of any other term, covenant, or condition of this policy.

F. Authorization of TBHD Housing Director

The TBHD Housing Director is authorized by the TBHD to implement this policy and to develop all procedures deemed necessary by the TBHD Housing Director. Whenever used throughout this policy, unless the context shall otherwise provide, the reference to the TBHD Housing Director from this point on shall mean TBHD Housing Director or designee.

PART V.APPLICATION

SECTION 1. FORM

A. Overview

The TBHD application form is designed to gather enough information to allow a full assessment of the Applicant's background to determine and verify eligibility, consistent with any applicable federal, TBHD requirements, and the requirements of any other funding entity that are applicable. The TBHD Housing Director may supplement the application form additional forms.

B. Application Forms

The TBHD will use at a minimum the following:

1. TBHD application,
2. Social security card
3. Tribal Enrollment Card or Certification of Indian Blood (CIB)
4. Picture ID (Driver's License or State ID, etc.)
5. Consent for Credit Report
6. IRS Form 4506t
7. Applicable Consents to Release Information
8. Other worksheets or forms as deemed necessary by the TBHD Housing Director
9. Housing Counseling Agreement
10. Client Action Plan

C. Application Process

Application Process: Families must submit a completed application before they can be determined apparently eligible for placement on a waiting list. If the applicant has a delinquent balance with the TBHD, other public entity, or the Tribe, the family must enter into Payback Agreement or prior to being considered for occupancy. Failure to do so will result in the family being ineligible to be placed on the waiting list.

1. To be considered for occupancy in any housing program offered by the TBHD, a written (legible) application must be completed.
2. All application data processed by TBHD staff are entered in an automated data program.
3. Staff members receiving an application must note the date and time of receipt of the application.
4. All information provided in the application will be immediately verified and documented if immediate housing is available.
5. When no units are available, a preliminary review for application completeness is performed for placement on the waiting list.
6. Applicants with incomplete applications will be notified and provided an opportunity to complete the application for a maximum of 60 days.
7. Incomplete applications are placed in the inactive file.
8. In the event of a rejection, the staff will notify the Applicant in writing of the basis of the determination and the right to appeal the decision.
9. In the event of a favorable determination, the TBHD Housing Director will notify the Applicant in writing and place them on the Waiting List using the date and time the Applicant originally applied.
10. There are no application fees or charges for the initial credit report for all programs.

SECTION 2. WRITTEN COMMUNICATION

A. Notification to Applicants of Ineligibility

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

1. If the TBHD determines the Applicant to be ineligible for admission, the Applicant is to be informed in writing of the determination and of his right to appeal.
2. The reason for the determination shall be included in the written notification.
3. Each such case shall be documented, and such documentation shall be maintained and properly filed.

B. Notification to Applicant of Eligibility

Each Applicant shall be notified in writing of the following:

1. The determination of eligibility to be placed on the Waiting List.
2. Waiting List placement does not guarantee selection.
3. The responsibility to update Applicant information as changes occur resides with the Applicant.
4. The removal process from the Waiting List if the Applicant fails to update information at least annually.
5. The process for the Applicant to periodically check the Waiting List.

C. Communications:

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

1. All official notices must be in writing and signed by the designated staff with a copy to other appropriate staff and the TBHD Housing Director.
2. All verbal communications are to be documented in the Applicant file and the client database, indicating date, time, content, and disposition.
3. All written communications or major inquiries from an Applicant are to receive a written response within five (5) working days from the date of receipt of inquiry.
4. All phone calls are to be returned within a maximum of two working days.
5. All appointments are to be confirmed in writing.
6. All phone reminders of appointments are to be documented in the applicant file, indicating date, time, content, and disposition.

PART VI. ELIGIBLE FAMILIES

SECTION 1. BASICS

A. Types of Families

Low-income, moderate-income, law enforcement officers, and essential families may be admitted to the TBHD program subject to TBHD needs.

B. Overview

Every individual and family admitted to the rental assistance program must meet all program eligibility requirements. This includes any individual approved to join the family after the family has been admitted to the program. The family must provide any information needed by the TBHD to confirm eligibility and determine the level of the family's assistance. The Applicant must:

- Qualify as an Indian as defined by NAHASDA.
- Qualify as income eligible.
- Provide a social security card for family members as required.
- Consent to the TBHD's collection and use of family information as provided for in TBHD provided consent forms.
- Demonstrate that the current or past behavior of household members does not include activities that are prohibited by the TBHD.
- Demonstrate the capacity to meet the obligations of leasing and maintaining a home or purchasing a home.

C. Essential Families Eligibility

1. Must be an essential staff to the Tribe, i.e. Tribal Program Employee
2. Re-locating to the area for FT work

D. Essential Factors for Qualifying as a Family

1. Native American Requirement

To be eligible for admission, an applicant must qualify as an enrolled member of the TBHD or a federally recognized tribe as defined by NAHASDA.

2. Family

A family as defined by TBHD includes any of the following:

- a. The head or heads of household and at least one (1) child are enrolled members of the TBHD or a federally recognized tribe.

- b. Two or more Tunica-Biloxi enrolled members who are not related by blood, marriage, adoption, or other operation of law, but who either can demonstrate that they have lived together previously or certify that each individual's income and other resources will be available to meet the needs of the family.
- c. Two or more elderly or disabled enrolled Tunica-Biloxi members living together - means the head of household or spouse is a tribal member 62 years of age or older.
- d. One or more elderly or disabled persons living with one or more live-in aides.
- e. A single person, who is an enrolled Tunica-Biloxi member.

E. Enrollment Documentation.

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

F. Household Composition

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

G. TBHD Discretion

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

H. Principal Residence

Throughout the term of the Agreement, Tenants and Homebuyers must use the home as their principal place of residence. Ownership or use of another residence is prohibited, unless it is a secondary home necessary for the family's livelihood or for cultural preservation (i.e., fish camp), and it is not another federally assisted home.

I. Ability to Enter into an Agreement

The Applicant must be at least eighteen years (18) years of age and have the legal capacity to enter into an Agreement and be willing and able to meet all obligations of the program agreement.

J. Stability need to maybe add employment stability

For an Applicant to maintain continued occupancy, the Applicant must be able to demonstrate financial stability to the extent that the information provided upon move-in can be maintained. At the very least, a Tenant must always be able to demonstrate the means to pay the monthly house rent including all applicable utilities.

K. Credit, Use, and Maintenance History

Use and maintenance history will be documented by one or both sources.

1. Credit history may be reviewed all programs at the discretion of the TBHD.
2. Landlord references from the most recent or last three (3) years.
3. Police/Court record check.
4. Employment Stability

L. Habits & Practices

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

M. Prior Housing Assistance

Tenants in other housing authority programs may apply for housing and be placed on the waiting list. Verification that the Applicant has terminated the other assisted unit agreement and is in good standing with the housing authority must be obtained before the Applicant will be allowed to participate in the Program.

N. Previously Assisted TBHD Tenant

No Applicant or Applicant's household member who has an outstanding debt to the TBHD or Tribe or whose participation was terminated by the TBHD will be eligible for assistance until the following conditions are satisfied:

1. Voluntary Terminations: Any outstanding debt from an Applicant or an Applicant's household member must be paid in full prior to consideration.
2. Involuntary Terminations: Any Applicant whose assistance was terminated by the or TBHD or who was evicted for nonpayment from any other publicly assisted housing will not be considered eligible for a period of one (1) year from the date

on which all debt has been retired and evidence of a good landlord history has been determined by the TBHD Housing Director.

SECTION 2. BACKGROUND CHECKS

The TBHD may conduct criminal background checks or any other measures to determine suitability as a Tenant in the TBHD's housing programs.

SECTION 3. NEGATIVE REFERENCE

If a negative reference on the credit or use/maintenance history is obtained, the TBHD Housing Director will notify the Applicant in writing through regular mail of the negative items found within ten (10) days of receipt of the negative information. The Applicant will be afforded an opportunity to respond in writing within ten (10) working days of the postmarked date of the notice regarding any negative information derived from any source. The response will be taken into consideration in determining the Applicant's eligibility.

SECTION 4. SOCIAL SECURITY NUMBERS

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

SECTION 5. FAMILY CONSENT TO RELEASE OF INFORMATION

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

PART VII. INCOME LIMITS & LEVELS

SECTION 1. HUD MEDIAN FAMILY INCOME (MFI) LIMITS

A. Use of Income Limits

Income limits are used for eligibility only at admission.

B. Latest Publication

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

SECTION 2. INCOME ELIGIBILITY

A. Calculating Anticipated Gross Annual Income

Annual income shall be projected for 12 months based on the best available information for each income recipient in the household. The following shall be considered:

1. The past year's income.
2. Current income rate and effective date.
3. The known rate changes that will take effect during the projected year.

Eligibility is established by comparing a family's gross annual income with HUD's published income limits.

SECTION 3. LEVELS OF INCOME

A. Low-Income Families

Annual gross household income that is less than or equal to 80% of the MFI is considered low-income.

B. Moderate-Income

Annual gross household income that is over 80% but less than 100% of the MFI is considered moderate-income.

C. Families who are Income Eligible for TBHD Assistance

The TBHD shall only consider the following families for TBHD housing programs assistance:

1. Low-income households.
2. Moderate-income households who TBHD has determined and documented that there is a need for housing that cannot reasonably be met without IHBG assistance or qualify as an Essential Family.

3. Over-Income families who the TBHD has determined the family to be an “Essential Family” and a need that cannot be reasonably met without IHBG assistance.

SECTION 4. WHEN APPLICANT QUALIFIES AS LOW-INCOME

A. Rental Unit

A family must be low-income at the time of their initial occupancy of a rental unit.

B. Lease Purchase Unit

A family must be low-income at the time a lease purchase agreement is signed.

SECTION 5. CATEGORIES OF INCOME LEVELS

A. Extremely low-income family

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

B. Very low-income family.

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

C. Low-income family

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

D. Moderate-income family

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

SECTION 6. INCOME DEFINITIONS

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

A. Section 8

“Annual income” as defined for HUD's Section 8 program in 24 CFR part 5, subpart F (except when determining the income of a homebuyer for an owner-occupied rehabilitation project, the value of the homeowner's principal residence may be excluded from the calculation of Net Family assets); or

B. Internal Revenue Service

Gross income means Line 37 “Adjusted Gross Income,” IRS Form 1040 series for individual Federal annual income tax purposes.

SECTION 7. NAHASDA INCOME INCLUSIONS/EXCLUSIONS

A. NAHASDA Meaning of Income

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

1. Any amounts not actually received by the family.
2. Any amounts that would be eligible for exclusion under section 1613(a)(7) of the Social Security Act.
3. Any amounts that are on the list of Federally Mandated Exclusions as amended from time to time in the Federal Register.

SECTION 8. DOCUMENTATION

Members of the household are required to provide verifiable gross annual income, earned and unearned, documentation which is required to determine income eligibility. The TBHD is required to maintain the documentation on which the determination of eligibility and income are based. The TBHD will require a family to periodically verify its income to determine housing payments, fees, household composition, or continued occupancy.

PART VIII. BASIS FOR INELIGIBILITY

SECTION 1. OVERVIEW

The reasons for a determination of ineligibility are based on TBHD policies and other applicable program concerns or regulations. Although an Applicant may meet the basic criteria for eligibility, any one of several reasons can form the basis of a determination of ineligibility.

SECTION 2. APPLICABILITY

The basis for ineligibility applies to Applicants and Tenants.

SECTION 3. PROCESS

Families who have applied for housing or who have applied to add an additional occupant, and who, for any reason, have been determined to be ineligible will be notified by TBHD Housing Director in writing, stating the reasons for their ineligibility. The family would be afforded an opportunity to appeal. All information relative to the rejection of an Applicant family must be documented and placed in the Applicant family's file for future reference.

SECTION 4. INITIAL SCREENING RESULTS

The following are reasoning an Applicant may be initially denied:

1. If the Applicant has a delinquent balance with the TBHD, the Tunica-Biloxi Tribe, and/or any publicly assisted housing programs.
2. TBHD Tenants who were evicted for violations due to acts that threatened the health, safety and welfare or peaceful enjoyment of others will be denied participation in TBHD for at least three (3) years and references are positive.

SECTION 5. POSSIBLE REASONS

The following does not represent an exhaustive list of reasons an Applicant may be denied for final selection as a Tenant; however, it is illustrative of many common reasons for a determination of ineligibility.

1. Failing to repay previous debts owed to any housing authority or other HUD program.
2. Fraud in connection with any HUD program, or failing to disclose previously committed fraud in connection with any HUD program.
3. Prior conviction of crime(s) of a sexual nature.

4. Record of substance abuse.
5. Non-cooperation. Refusing or failing to complete required forms or to supply requested information.
6. Appearing on HUD's List of Suspensions, Debarments, and Limited Denial of Participation.
7. The Applicant family does not qualify as a family according to the applicable program requirements.
8. The Applicant family does not meet the income requirements.
9. Lack of documented, verifiable information.
10. Family composition is not compatible with the occupancy standards applicable to the vacant unit.
11. The Applicant family has a record of unsatisfactory performance in meeting past financial obligations.
12. A record of destruction of property, acts which would imperil the health, safety, or peaceful occupancy of neighbors, and/or disregard for the rights of others and the rules of occupancy.
13. A record of any illegal activity which would impair the physical or social environment of the surrounding neighbors, including but not limited to trafficking in drugs, use and/or possession of drugs, prostitution; possession of explosives, illegal possession of firearms, and crimes of violence against persons or property.
14. A history of unsanitary or poor housekeeping habits.
15. Providing false information on the application or other application on file with the TBHD.
16. A history of lease violations.

SECTION 6. DENIAL OF ADMISSION

A. Required Denial of Admission

A family that does not meet the eligibility criteria discussed in Part VI must be denied admission. Also, the TBHD may deny admission based on certain types of current or past behaviors of family members as discussed in this part.

B. Screening

Negative results from the screening conducted by the TBHD Housing Director will be considered.

C. Criteria for Deciding to Deny Admission

One (1) minor derogatory finding, as determined by the TBHD, is not necessarily the basis for denial of eligibility or participation. However, a combination of derogatory findings may be used as a basis for denial. The TBHD will consider at least the following factors prior to making its decision:

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

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

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

SECTION 7. NOTIFICATION

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

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

PART IX. WAITING LIST ADMINISTRATION

SECTION 1. OVERVIEW

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

1. Priorities
2. Preferences
3. Waiting List Management
4. Reporting

SECTION 2. PRIORITIES

A. Intent

The intent of priorities is to establish the order of selection from the waiting list. Waiting lists will be developed based on the following priorities.

B. Priorities Defined

1. Priority 1: TBHD FAMILY means the head or heads of household are enrolled TBHD members. The TBHD Housing Director will make his best efforts to give priority to those TBHD members who have never been assisted.
2. Priority 2: Enrolled member of a federally recognized tribe with occupants who are enrolled TBHD members.
3. Priority 3: Enrolled member of a federally recognized tribe with occupants who are members of a federally recognized tribe

C. Conditions

1. A family admitted based on a qualifying Tribal member must retain the qualifying Tribal member as part of the household to ensure continued occupancy.
2. A family admitted based on the qualifying head of household(s) cannot change the qualifying head of household later.

SECTION 3. PREFERENCES

The following order of preferences will be applied in selecting Tenants for admission:

Preferences in Selection of Renters

- | | |
|--|-----------|
| 1. Involuntarily Displaced (Natural Disaster/ Unnatural Occurrences) | 50 Points |
| 2. Veteran Honorable or Medically Discharged | 40 Points |
| 3. Elderly and/or Disabled | 30 Points |
| 4. Substandard Housing | 20 Points |
| 5. Rent Burden | 10 Points |
| 6. Application Renewal | 5 Points |

Preferences in Selection of Homebuyers

- | | |
|---|-------|
| 1. Credit | 50 pt |
| 2. Stability in Employment (2 or more years) (5 points for each additional year) (i.e. 4 years = 50 points) | 40 pt |
| 3. Income | 30 pt |
| 4. Housing Ratios | 20 pt |
| 5. Housing Counseling | 10 pt |
| 6. Savings | 10 pt |

SECTION 4. PROGRAM PREFERENCES

Additionally, the TBHD Housing Director will establish preferences applying income targeting, and families who have never been assisted.

SECTION 5. OPENING AND CLOSING THE WAITING LIST

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

SECTION 6. WAITING LIST ORGANIZATION

A. Program Waiting Lists

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

1. Rental program
2. Homebuyer program
3. Essential Families

The TBHD reserves the Right to re-locate renters to smaller units, depending on occupancy/family size (ex. When a single person is living in a 3 BR house) as they become available, to a 2 BR or 1 BR unit.

B. Entering New Applicants

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

1. Application forms will be completed to the extent that all factors of eligibility are included and the TBHD can decide on the apparent eligibility status of the Applicant.
2. Only Applicants who have completed a TBHD application in its entirety, provided all the requested information, and has been determined as an apparent eligible Applicant will be entered on the appropriate waiting list.
3. Applications received on the first of the month will be processed to the greatest extent feasible within a minimum of ninety (90) days and, if determined to be an

apparent eligible Applicant, placed on the waiting list by the first of the month if received by the first of the preceding month. Applications determined to be acceptable and received after the first of the month will be placed on the waiting list by the first of the second month following the month in which the application is received.

4. Applications received from previously removed Applicants will be time and date stamped based on the most current date of application.
5. Applicants who have a debt to the TBHD are not eligible for placement on the waiting list until a payback or settlement agreement is retired. The date received will be either the date the debt is retired, and a completed application is received or after the date the debt is retired, and a completed application is received.

SECTION 7. ESSENTIAL APPLICATION INFORMATION FOR WAITING LIST PLACEMENT

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

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

- (1) Identifier number
- (2) Name and address
- (3) Family size
- (4) Income
- (5) Date/time of application
- (6) Tribal affiliation
- (7) Notification to update
- (8) Recertification date

b. Optional information:

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

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

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

SECTION 8. MANAGING THE WAITING LIST

A. Updating the Waiting List

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

5. Any efforts to notify the Applicant must be noted in writing.
6. Yearly updates by Applicants will be noted on the Waiting List by date of completed updated application.

B. Removal from the Waiting List

1. Negative Background Check results are grounds for removal from the Waiting List.
2. Applicants must inform staff in writing of any changes in income, as they occur. Staff will perform a limited verification of the Applicant to ensure that the Applicant appears to meet the eligibility requirements for admission. Should an Applicant become ineligible based on a change in income, staff will notify the Applicant in writing that he/she no longer qualifies for admission into the program. In addition to income changes, disqualification may also be caused by program and policy changes. In all instances, the Applicant must meet all the requirements at the time of move-in.
3. Applicants who during the preselection process have been determined to be ineligible will be removed until such time as the applicant submits a complete and satisfactory application.
4. The TBHD Housing Director is authorized to make the determination and develop a corrective action plan if warranted.

C. Making and Rejecting Offers

1. Placement on the Waiting List does not guarantee selection. It indicates that at the time of application all factors of eligibility are included to make an initial determination on the apparent eligibility status of the Applicant. Once an offer is made the TBHD Housing Director will commence verification and certification process to determine satisfaction of all the requirements for final selection.
2. The TBHD Housing Director will preselect from the appropriate waiting list in descending order.
3. All preselection notices will be in the form of a formal letter.
4. Rejection of two (2) offers by an Applicant will result in removal from the waiting list.

D. Reporting Requirements:

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

PART X.APPLICANT FILES

SECTION 1. FILING REQUIREMENTS

A. File Status

1. All applications are filed as Active or Inactive. When an Applicant is placed on the Waiting List, the application and all the supporting documentation is maintained in the Active File.
2. Applicants who are determined to be ineligible for whatever reason are placed in the Inactive File, organized. Inactive files will be set up in a database indicating the name, address, bedroom size, income, program type, date of application, and any other data as determined by the TBHD Housing Director.

B. File Organization

Active files will be organized as follows:

1. Program type
2. Then by last name in alphabetic order. 2. Unit #

C. File Retention

Files will be retained as follows:

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

SECTION 2. CONFIDENTIALITY

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

A. Staff

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

B. Tribal Officials and Housing Board Committee Members

Tribal officials must have a court order to access Applicant or occupant information unless the Applicant or occupant has signed a consent to release the information to the requesting party.

PART XI. ADJUSTED INCOME

SECTION 1. OVERVIEW

Once annual income has been established, TBHD Housing Director will subtract from annual income any of NAHASDA required deductions for which a family qualifies, regardless of the income definition used by the TBHD Low-rent housing Program. Additional allowances as needed and stated in the TBHD's Housing Plan may be established by the TBHD. This Part covers policies related to mandatory deductions and allowances. ***Verification requirements related to these deductions are found in Part XII.***

A. NAHASDA Definition of Adjusted Gross Income

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

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

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

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

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

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

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

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

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

B. Other Amounts

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

SECTION 2. QUALIFYING FOR DEDUCTIONS

A. Anticipating Expenses

The TBHD Housing Program will use the following to anticipate expenses

- Current circumstances to anticipate expenses or
- If It is possible to estimate costs based on historic data and known future costs

B. Dependent Deduction

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

C. Elderly or Disabled Family Deduction

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

SECTION 3. CHILDCARE EXPENSE DEDUCTION

A. Definition

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

B. Reasonable Expenses

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

C. Conditions

1. The childcare must be necessary to permit employment or education.
2. The amount deducted shall not exceed the amount of employment income that is included in annual income.
3. The amount deducted cannot result in no house payment.
4. Childcare expenses do not include child support payments made to another on behalf of a minor who is not living in an assisted family's household.
5. Childcare expenses for foster children that are living in the assisted family's household are included when determining the family's childcare expenses.
6. If the childcare expense being claimed is to enable a family member to seek employment, the family must provide evidence of the family member's efforts to obtain employment at each reexamination. The deduction may be reduced or denied if the family member's job search efforts are not commensurate with the childcare expense being allowed by the TBHD Housing Program.
7. If the childcare expense being claimed is to enable a family member to further his or her education, the member must be enrolled in school (academic or vocational) or participating in a formal training program. The time spent in educational activities must be commensurate with the childcare claimed.
8. If the childcare expense being claimed is to enable a family member to be gainfully employed, the family must provide evidence of the family member's employment during the time that childcare is being provided. The earned income used for this purpose is the amount of earned income verified after any earned income disallowances or income exclusions are applied.

9. When the childcare expense being claimed is to enable a family member to work or obtain an education, only one family member's income will be considered for a given period of time. When more than one family member works during a given period, the TBHD generally will limit allowable childcare expenses to the earned income of the lowest-paid member.

D. Non-Eligible Childcare Expenses

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

SECTION 4. UNDERSTANDING MEDICAL & DISABILITY DEDUCTIONS

A. Medical Expense Deduction

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

B. Meaning of Medical Expenses

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

Summary of Allowable Medical Expenses from IRS Publication 502
<ul style="list-style-type: none">• Services of medical professionals• Surgery and medical procedures that are necessary, legal, non-cosmetic• Services of medical facilities• Hospitalization, long-term care, and in-home nursing services• Prescription and non-prescription medicines (non-prescription medicines must be prescribed by a licensed medical professional)

Summary of Allowable Medical Expenses from IRS Publication 502

- Improvements to housing directly related to medical needs (e.g., ramps for a wheelchair, handrails)
- Substance abuse treatment programs
- Psychiatric treatment
- Ambulance services and some costs of transportation related to medical expenses
- The cost and care of necessary equipment related to a medical condition (e.g., eyeglasses/lenses, hearing aids, crutches, and artificial teeth)
- Cost and continuing care of necessary service animals
- Medical insurance premiums or the cost of a health maintenance organization (HMO) that are out of pocket expenses

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

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

D. Disability Assistance Expenses Deduction

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

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

E. Limitations on Disability Assistance Expense Deduction

1. A family can qualify for the disability assistance expense deduction only if at least one family member (who may be the person with disabilities) is enabled to work.

2. The disability expense deduction is capped by the amount of “earned income received by family members who are 18 years of age or older and who are able to work” because of the expense.
3. The earned income used for this purpose is the amount verified before any earned income disallowances or income exclusions are applied.

F. Eligible Auxiliary Apparatus Disability Expenses

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

G. Eligible Attendant Care

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

H. Necessary and Reasonable Expenses

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

PART XII. VERIFICATION

SECTION 1. OVERVIEW

A. Verification Requirements

Before the selection process can occur, the TBHD Housing Director is required to verify information relating to income, assets, eligibility, deductions from income, and preferences, and priorities. The TBHD Housing Director must deny admission to the program if any member of the applicant family who fails to sign and submit consent forms that allow the TBHD Housing Director to obtain information that the TBHD Housing Director has determined is necessary. Sample consent forms are included in Attachment D.

B. Verification Data

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

C. Verification Time Frame

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

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

SECTION 2. VERIFICATION FORMS

A. Consent to Release Information

1. To obtain verifications, the TBHD Housing Director must obtain a release of information from the family member about whom information is being requested. Consent forms must be signed by:
 - The head of household (regardless of age)

- The spouse or co-head of household (regardless of age)
 - Any other occupant who is 18 years old or older
2. Applicants must sign three copies of each verification form. The TBHD Housing Director will use the following verification forms when applicable:
- Federal Consent to Release Information
 - Verification of Employment
 - Verification of Income
 - IRS Form 4506t
 - Verification of Trust Income
 - Verification of Savings
 - Verification of Pension
 - Landlord Verification
 - Bank Verification
 - Zero Income Verification
 - Any other verification form as determined by The TBHD Housing Director

See Attachment E for sample verification documents.

B. Refusal to Sign

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

SECTION 3. TYPES OF VERIFICATION

To assure that the data upon which a determination of eligibility is to be based are full, true, and complete, the information submitted by each tenant is to be verified before any action or change can take effect. Complete and accurate verification records are to be maintained in the tenant's folder. There are three types of verifications that staff can use; however, staff must make at least three attempts to use third-party verification. If third-party verification is unsuccessful, the applicant/tenant file should be documented describing the efforts and result. All three methods are explained below.

A. Third Party Verification

1. Verification must come directly from the income or information source.

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

B. Exceptions to Third Party Verification

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

C. Second Party Verification

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

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

D. First-Party Verification

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

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

E. File Documentation

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

SECTION 4. VERIFICATION OF ANNUAL GROSS INCOME

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

A. Earned Income.

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

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

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

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

C. Business & Self-Employed Less than 3 Years

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

D. Self-Employed Verification Using Business Records

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

Attachment F contains a sample form that staff may use to obtain Self-Employment information.

E. Periodic Payments and Payments in Lieu of Earnings.

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

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

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

F. Alimony and Child Support.

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

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

SECTION 5. VERIFICATION OF FAMILY RELATIONSHIPS

A. Verification of Family Relationships.

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

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

maintenance or other court record is required to document a separation. If no court document is available, documentation from a tribal community-based agency will be accepted.

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

SECTION 6. VERIFICATION OF CHILDCARE ALLOWANCES

A. Information Required

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

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

B. Documentation

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

1. Signed certification from the Tenant and the Provider that show:
 - a. The expenses are not reimbursed from another resource,
 - b. The amount paid and received, and
 - c. Schedule.
2. A schedule for the eligible activity and the childcare schedule.
3. Employment, job search record, or school enrollment documentation.

4. Documentation that the costs are reasonable.

SECTION 7. VERIFICATION OF TRAVEL EXPENSES

A. Documentation

Families requesting an allowance for travel to work must document that they are travelling in excess of 50 miles daily. The following represents, but is not limited to, information the TBHD Housing Director may require:

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

SECTION 8. VERIFICATION OF STUDENT STATUS

A. Requirements

The TBHD Housing Director requires families to provide information about the student status of all students who are 18 years of age or older. This information will be verified only if:

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

B. Verification and Documentation of Disability

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

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

3. Inquiry to determine whether an applicant for a dwelling is qualified for a priority available to persons with disabilities or to persons with a particular type of disability.

C. Family Members Receiving SSA Disability Benefits

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

D. Family Members Not Receiving SSA Disability Benefits

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

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

SECTION 9. VERIFICATION OF MEETING FINANCIAL OBLIGATIONS

A. Timely Payments

1. Sufficient documentation of timely payments is as follows:
 - a. Staff will use Landlord Verification to documentation of timely rental payments.
 - b. Staff will use Utility Suppliers Verification to document past performance in meeting financial obligations.
2. If the applicant has no landlord reference (e.g. because of living with friends or family or in an institution or shelter) or if the landlord reference is ambiguous, staff will use the following as an alternative method:
 - a. Credit report.
 - b. Check court records for evidence of evictions or judgments against the applicant.
 - c. In the absence of credible landlord references with respect to past performance meeting financial obligations someone with knowledge of the applicant's behavior and abilities should complete the Verification of Ability to Comply with Lease Terms Form.

SECTION 10. VERIFICATION OF NON-LOW-INCOME NEED

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

PART XIII. SELECTION PROCESS

SECTION 1. OVERVIEW

When a housing unit becomes available, the Applicant shall be notified in writing of preselection and the need to update the initial application so that all information is current and verifiable.

SECTION 2. PRE-SELECTION

A. Pre-selection Factors

1. Specific program requirements
2. Priorities and preferences
3. Income targeting
4. Occupancy standards

B. Pre-Selection Process

The TBHD Housing Director will pre-select one (1) Applicant from the appropriate waiting list based on the following order:

1. Priority
2. Preference
3. Income Targeting
4. Date (only used as tie-breaker)

All selections will be made as described in the following chart applying priorities and preferences, including consideration for income targeting. If the targeted number of

selections cannot be satisfied from the Waiting List for Priority 1, consideration will then be given to those wait-listed for Priority 2, and so forth.

PROGRAMS	SELECTION
Low-Rent Housing	Waiting List

C. Preferences

The TBHD Housing Director shall apply the following priorities first in the selection of Applicants for consideration.

PREFERENCES	DESCRIPTION
Preference 1	Enrolled TBHD member
Preference 2	Federally Recognized member with TBHD mem in the household
Preference 3	Federally Recognized member Head of Household

Those who have never been assisted will also be given priority consideration within each of the three categories of priorities.

SECTION 3. PRIORITIES

The TBHD Housing Program preferences are established by the TBHD:

A. Overview

Priorities will be applied in the following order:

1. Elderly and Disabled
2. Veterans (Honorable or Medically Discharged)
3. Single-parent household

B. Points

Fifty Points will be applied to any or all of the circumstances as follows:

1. Capacity to meet minimum rent requirements 50 Points
2. No housing (over crowdedness, renting)
3. Significant substandard housing
4. No Housing-Homeless

Preferences in Selection of Renters

1	Elderly and/or Disabled	50 Points
2	Veteran (Honorable or Medically Discharged)	40 pt
3	Single parent family	30 pt
4	Two parent family	20 pt
5	Single person	10 pt

Preferences in Selection of Homebuyers

1	Credit	50 pt
2	Stability in Employment (2 or more years) (5 additional points for each year after 2)(i.e. 4 years=50 points)	40 pt
3	Income	30 pt
4	Housing Ratios	20 pt
5	Housing Counseling	10 pt
6	Savings	10 pt

PREFERENCES FOR HOMEBUYERS

1. Ability to Qualify in 12 months
2. Ability to Qualify in 24 months
3. Ability to Qualify in 36 months
4. Ability to Qualify in 48 months
5. Savings
6. First-time Homebuyer

SECTION 4. MIXED INCOME

A. Income Targeting

In selecting Tenants, the TBHD Housing Director will endeavor to adhere to the established rent ranges in a manner so as to obtain a Tenant mix to ensure the following:

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

B. Moderate-Income Requirements

Any selection of moderate-income families is subject to Part XVII.

SECTION 5. SELECTION RESULTS

A. Final Selection Process

Selection of an applicant will be determined upon the following:

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

B. Rejection of Offers

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

PART XIV. OCCUPANCY

A. Authorized Occupants:

1. Only the persons listed on the Agreement will be permitted to occupy the unit. The TBHD Housing Director must be notified within thirty (30) days when changes to the household occur. Eligibility must be certified prior to any additional persons taking occupancy. Based on the circumstances, the TBHD Housing Director will determine if there is an occupancy change warranting an application and an interim recertification, including a criminal background check and income level verification.

B. Exclusive Use:

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

C. Guests or Visitors:

1. "**Guest**" means a person not listed as an occupant in the Agreement and who is/was in the unit with the Tenant family's implied or express consent.
2. Guests or visitors of the Tenant may be accommodated no longer than a period of two (2) weeks. If any visit will extend beyond two (2) weeks, the Tenant must notify the TBHD Housing Director, stating the reasons for the extended visit and the duration of the visit. Based on the circumstances, the TBHD Housing Director will determine if there is an occupancy change warranting an application and an interim recertification, including a criminal background check and income level verification.
3. The number of guests or visitors may not exceed the occupancy standards.
4. Only a member of the Tenant family listed in the Agreement may receive mail at Tenant's address.
5. When needed, a Tenant shall request in writing The TBHD Housing Director's approval for a live-in aide. A medical doctor shall verify in writing a Tenant family's need for a live-in aide and the amount of time the live-in aide is required. A live-in aide must meet all Tenant selection criteria as outlined in the TBHD Admissions and Occupancy Policy and comply with the appropriate Agreement.

D. Unauthorized Occupants

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

1. A former Tenant of the TBHD who has previously been evicted.
2. Persons that have joined the household without undergoing screening.
3. Persons that stay in the unit beyond an authorized period.
4. A person (often a relative) that came to the unit as an extended visitor because the person needed support, for example, after a medical procedure but stayed on in the unit beyond the TBHD's time restriction.

E. Occupancy Standards

In order to prevent overcrowded conditions and wasted space, homes shall be assigned in accordance with the following schedule. The TBHD Housing Director may make exceptions due to unusual circumstances which will be assessed on a case-by-case basis. Factors to be considered include age and sex of children, potential changes in family composition, availability of unit sizes, etc.

Number of Bedrooms	Number of Persons
1	1-2
2	1-3
3	3-6
4	5-8
5	7 & up

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

PART XV. CONDUCT

A. PEACEFUL ENJOYMENT

Tenants shall respect the peaceful enjoyment of the community and see that their guest does the same. It is the responsibility of the Tenant to keep their children under control at all times. Neither Tenant, their children, guests nor any other person staying or visiting the Tenant shall cause unreasonably loud or disturbing noise, especially between the

hours of 10 p.m. to 8 a.m. The excessive use of alcohol, partying, fighting, quarreling, violent behavior/assaultive and any other action or activities that interfere with or disturb the health, safety, or right to peaceful enjoyment of the premises by other Tenants is prohibited.

B. SAFE ENVIRONMENT:

It is the responsibility of the Recipient and the Tenant to maintain a safe environment.

C. MANNER OF CONDUCT

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

PART XVI. CALCULATING RENTAL PAYMENTS

SECTION 1. OVERVIEW

A. Maximum Low Rent Charges

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

1. Calculate anticipated gross annual income.
2. Subtract permitted allowances/deductions.
3. Divide by 12 months.
4. Multiply by percentage of income being charged by program percentage.

B. Review of Allowances/Deductions

TBHD staff will apply those deductions that are applicable to the Applicant

SECTION 2. CALCULATING LOW-RENT PAYMENTS

A. Rent Basis

1. Calculate projected annual gross income.
2. Rent calculation will be based on 30% of adjusted gross income of the household.
3. Gross Annual income will be adjusted by the applicable deductions.
 - a. Dependents \$480.
 - b. Documented childcare to enable a head of household to work or go to school.
 - c. Elderly deduction of \$400 per household where the head of household is 62 years or older.
 - d. Travel expenses to enable a head of household to work or go to school, not to exceed \$25 a week per household. This applies to those who can document mileage at more than 50 miles roundtrip between work and home.

B. Ceiling Rents for Low-Income Rentals

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

SECTION 3. RENTAL PAYMENTS FOR LOW-INCOME SENIOR FAMILY

1. Calculate projected annual gross income.
2. Rent will be based on 25% of adjusted gross income of the household.
3. Gross Annual income will be adjusted by applicable deductions.
 - a. Dependents \$480.
 - b. Documented childcare to enable a household member to work or attend school.
 - c. Elderly deduction of \$400 per household where the head or co-head is 62 years or older.
 - d. Applicable travel expenses enabling someone to work or go to further their education.
 - e. Medical allowances that exceed 3% of gross annual income.

SECTION 4. RENTAL PAYMENTS FOR LOW-INCOME DISABLED

1. Calculate projected annual gross income.
2. Rent will be based on 30% of adjusted gross income of the household.
3. Gross Annual income will be adjusted by applicable deductions.
 - a. Dependents \$480.
 - b. Documented childcare to enable a household member to work or attend school.
 - c. Elderly deduction of \$400 per household where the head of household is 62 years or older.
 - d. Applicable travel expenses enabling someone to work or go to further their education.
 - e. Out of pocket medical expenses that exceed 3% of gross annual income.
 - f. Out of pocket disability expenses that exceed 3% of gross annual income and enable the family to work.

PART XVII. CALCULATING ASSISTANCE FOR NON-LOW-INCOME FAMILIES

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

SECTION 1. DETERMINING AND DOCUMENTING NEED

In order to assist Non-Low-Income families must demonstrate that they have a need that cannot be met without IHBG funds. Staff shall make this determination using procedures which identifies various housing needs as well as the type of documentation needed to document a moderate-income Applicant's request.

SECTION 2. INITIAL OCCUPANCY RENT PAYMENTS FOR NON-LOW-FAMILIES

A. Calculation

1. Calculate anticipated gross annual income.
2. Gross Annual income will be adjusted by the following deductions:

- a. Dependents \$480
- b. Documented childcare to enable a head of household to work or go to school
- c. Elderly deduction of \$400 per household where the head of household is 62 years or older
- d. Travel expenses to enable a head of household to work or go to school, not to exceed \$25 a week per household.
- e. Out of pocket medical expenses that exceed 3% of gross annual income if the household is an elderly or disabled household.

B. Conditions

At the time of initial occupancy and for continued occupancy, moderate-income families must have a need that cannot be reasonably be met without IHBG assistance; otherwise, they will be ineligible. See Part XIII Verification for additional information.

C. Amount of Rental at Initial Occupancy

The amount of assistance non-low-income families may receive will be determined as follows:

The rent (including homebuyer payments under a lease purchase agreement) to be paid by a non-low-income family cannot be less than the amount determined by the formula shown in the example below, but need not exceed the FMR.

The rent to be paid by a non-low-income family will be based on the greater of the FMR or 30% of adjusted gross income.

The rent to be paid by a non-low-income family will be no more than the FMR minus \$200.

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

$$\frac{\text{Income of non-low-income family}}{\text{Income of family at 80 percent of median income}} \times \text{Rental payment of family at 80\% of median income}$$

$$\begin{aligned} \text{Family of 4} \quad & \$65,000 \div \$52,560 = 1.23 \\ 1.23 \times \$500 \text{ low-income rent} & = \$615 \\ \text{CHARGE } & \$615 \text{ OR THE FMR RENT} \end{aligned}$$

D. Amount of Rental Assistance for Continued Occupancy

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

SECTION 3. Calculating Other Assistance

The TBHD provides the following assistance to Participants:

- Closing Costs Assistance
- Down Payment Assistance

A. Amount of Down Payment Assistance

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

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

$$\frac{\text{Income of non-low-income family}}{\text{Income of family at 80 percent of median income}} \times \text{Rental payment of family at 80\% of median income}$$

$$\begin{aligned} \text{Family of 4} \quad & \$52,560 \div \$65,000 = 81\% \\ 81\% \times \$10,000 \text{ Max Down Payment Assistance for Low-Income} \\ & \text{Family} = \$8,100 \end{aligned}$$

B. Calculating Assistance for Continued Occupancy

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

PART XVIII. CALCULATIONS FOR ESSENTIAL FAMILIES

House payments for Essential Families will be based on the greater of the FMR or 31% of adjusted gross income.

PART XIX. OTHER CHARGES

SECTION 1. OVERVIEW

A. Payment Due Dates

All payments are due on the first day of each month but will be consider on time if received no later than the tenth (10th) of the month by close of business.

B. Charges

Any charges to Tenants will be billed by the TBHD to the Tenants as additional rent.

C. Temporary Absence Precautions

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

D. Tenant Damage

Charges for tenant damage will be charged to the tenant.

E. Late Payments

If the required rental payment is not received by the close of business (4:00pm) on the 10th day of the month, a \$25 late fee will be added to the amount due with exceptions to agreements or payroll deduct with other Tribal Programs. This does not include Payroll Deducted rent payments that are submitted to the TBHD late. Employees who are Tribal Citizens and non-Tribal Citizens living on the Reservation are encouraged to set up payroll deduction through the Tribal HR Department to make monthly payments.

Efforts to collect continued delinquencies will be in accordance with the Collection and Eviction Section of this Policy, which includes, but is not limited to the following:

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

F. Collections

Costs incurred by the TBHD will be charged to the tenant. TBHD will only accept money orders or cashier's checks for payment. No personal checks will be accepted.

G. Returned Checks:

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

H. Work Order Charges

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

SECTION 2. SECURITY, DAMAGE AND CLEANING DEPOSIT

A. Condition of Premises

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

B. Fee Policy

Tenants are required to provide a deposit of Two Hundred and Fifty (\$250.00) refundable fee. The deposit is to be paid in full prior to move-in. The TBHD Housing Director is authorized to make alternative arrangements for payment of the deposit for low-rent, but payment cannot exceed two (2) months from the date of move-in.

C. Deposit Refunds

If the unit is maintained in a healthy, clean, and safe manner, release of half of the cleaning fee is subject to the following terms and conditions:

1. At the expiration of the term of the Agreement or other termination, except for a termination by the Tenant's exercise of the option to purchase, there is no

damage to the property beyond ordinary wear and tear, no parts or household fixtures require replacement, and the property is in the same condition of cleanliness.

2. The Move-In Inspection form will be used to determine the condition and cleanliness of the premises at the beginning and termination of the tenancy.
3. There are no unpaid late charges, delinquent rents, or any other unpaid charges.
4. All keys are returned (Rental charges will continue until all keys are returned or a written, signed letter from the lessee(s) stating that the keys are lost is received at the TBHD office.).
5. All debris, rubbish and discards are placed in off proper disposal containers located off premises.
6. Forwarding address is left with the TBHD Housing Director.
7. The deposit or remainder thereof, if any, after any required cleaning and repair, key replacement, etc., will be refunded within ninety (90) days, to the greatest extent feasible, by check made payable to each person signing the Agreement as the lessee(s), and mailed to the forwarding address.

PART XX. LEASING

SECTION 1. GENERAL AGREEMENT REQUIREMENTS

Renting TBHD dwelling units will be governed by a rental agreement that:

1. Provides for a 3-month probationary period.
2. Provides for a month-to-month lease upon meeting the obligations set forth in the probationary lease.
3. Does not contain unreasonable terms and conditions.
2. Requires the TBHD and Tenants to maintain the housing in compliance with TBHD housing standards.
3. Provides written notice of termination of the lease.

4. Identifies Lessor and Lessee rights and responsibilities.
5. Provides Tenants due process requiring that Tenants shall be informed of the opportunity, prior to any hearing or trial, to examine any relevant documents, records, or regulations related to eviction or termination.
6. Explains grounds for termination.

A. Bilateral Agreement

The TBHD lease is a legal contract between the TBHD and a Tenant establishing the rights and obligations of the TBHD and the Tenants. Both parties must sign any amendments to the Agreement.

B. Requirements

1. The lease must be executed by the TBHD Housing Director and all adult members (18 years or older) of the Tenant family.
2. Before the Tenant family executes the lease, the TBHD Housing Director Staff should review the terms of the lease with the Tenant and answer any questions new Tenants may have before its execution. Staff should be sensitive to any special communications needs of new Tenants with disabilities and/or limited English proficiency.
3. All the adult members of the household should be present during the review of the lease.
4. A copy of the signed lease should be provided to the Tenant and a second copy should be maintained in the Tenant's file. The lease should be signed after the dwelling unit has been inspected and documented to be in safe, decent, and sanitary condition.
5. When an Applicant accepts a unit, the TBHD Housing Director conducts a pre-occupancy or move-in inspection with the Tenant. The TBHD Housing Director must provide the Tenant with a written statement or form noting the conditions of the dwelling unit and the equipment or appliances provided with the unit.
6. The lease must reflect the method of determining payment.
7. Conditions governing occupancy must be included in the lease.

SECTION 2. UTILITIES

A. Tenant Responsibility

The Tenant shall be responsible for arranging and paying for all electric and propane utility services required on the premises. Promptly upon execution of the Agreement, the Tenant shall furnish to the TBHD Housing Director evidence that all arrangements with the proper utility companies for commencing services in the Tenant's name have been completed.

Upon move-out, Tenant will have 7-10 business days to transfer all out of tenant's name with documentation to the Housing Department of new address or termination date.

B. Water & Solid Waste Removal

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

C. Access to Utilities

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

D. Non-compliance

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

SECTION 3. EXECUTION

A. Execution of Dwelling Lease

The adult member(s) of each family accepted as a Tenant is required to execute the dwelling lease. A copy of the dwelling lease is to be given to the lessee and the original is to be filed in the permanent record folder established for the family.

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

If, through any cause, a signor of the dwelling lease ceases to be a member of the Tenant family, the dwelling lease is to be voided and a new dwelling lease executed and signed by the remaining adult member(s) of the Family provided that the remaining adult member(s) is eligible for continued occupancy. This new signer must be in good standing with the TBHD. The new dwelling lease shall be dependent on income and occupancy standards and may require re-applying and being placed on the waiting list.

C. Authorized Signer for the TBHD

The TBHD Housing Director must sign all contracts and amendments.

PART XXI. MOVE-IN PROCESS

A. Move-In Inspection

The TBHD staff will conduct a Move-In Inspection with the Tenant prior to signing the Agreement and before the Tenant takes occupancy.

B. Purpose

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

C. Defects Discovered

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

D. Execute Agreement

Once the pre-occupancy inspection is completed, the TBHD staff and the new Tenant sign the inspection form and a copy is placed in the Tenant's file. The move-in inspection and the Tenant's signature on the inspection form must be completed prior to executing the lease.

E. Photos

TBHD staff will take photographs of units at move-in to provide further documentation of the unit's condition.

F. Documentation Requirements

A TBHD Move-In Inspection Form must be used to document the move-in process. The Tenant must sign and date the Move-In Inspection Form to verify the Tenant's acceptance of occupancy and the condition of the premises. The TBHD staff must also sign the Move-In Inspection form. Minor deficiencies that are readily repairable must be noted and a work order request issued to make the repairs at the TBHD expense. Any major deficiency must be corrected before occupancy can be permitted.

G. Punch List Items

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

H. Warranty Period

The TBHD has a one-year warranty period for items that have been replaced or repaired by the TBHD maintenance staff. The one-year warranty period commences on the date of acceptance of the repair work. Tenants occupying rental units are not responsible for the costs associated with repairing warranty items unless the need for the repair is a result of Tenant damage or neglect. Tenant responsibility for maintenance in homeownership opportunity programs can be found in the specific program policy or in the applicable agreement.

I. Warranty Information

Copies of suppliers' names and addresses and other relevant information for which there are warranty certificates (i.e., warranty certificates cover specific time periods or specific parts of an item) are to be provided to the Tenants of homeownership opportunity programs if applicable. The TBHD maintenance staff is to maintain this information in the unit file for all Tenants until a Tenant terminates or purchases the unit.

PART XXII. MAINTENANCE AND REPAIR

SECTION 1. RESPONSIBILITIES

A. Use of the Home

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

B. Responsibility by Program

Specific responsibility and procedures for maintenance and repair depends on the specific housing program requirements outlined by the specific program and/or the applicable Agreement. General responsibilities by program are described below:

1. **Low-Rent Tenant's Responsibility:** The TBHD is responsible for providing maintenance for all rental units resulting from normal wear and "tear. Tenants are responsible for any Tenant damage or neglect, including damage resulting from failure to report maintenance problems or from poor housekeeping practices.
2. **Lease with Option to Purchase Tenant's Responsibility:** TBHD will perform all maintenance during the rental period. Tenants are responsible for any Tenant damage or neglect, including damage resulting from failure to report maintenance problems or from poor housekeeping practices.

C. Notification

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

SECTION 2. CORRECTIVE ACTION PLAN

A. Process

Although the TBHD is responsible for Tenants' units, failure of Tenants to meet the maintenance standards described in the applicable agreement or in these policies constitutes a breach of the Agreement and is grounds for termination. Any corrective action plan for a Tenant will comply with provide for the following:

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

B. Health and Safety Conditions

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

C. Work Order

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

D. Charges

Tenants will be charged for any non-covered work performed by the TBHD.

E. Insurance

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

F. Contents Insurance

The TBHD does not provide contents insurance and will not be liable for damages to Tenants' contents.

PART XXIII. INSPECTION

A. Purpose.

The TBHD shall inspect all homes at reasonable times with reasonable notice to verify that the maintenance and housekeeping of the home is consistent with, but not limited to, the standards identified in this policy, or that the Tenant is following program requirements and the provisions of this policy. TBHD staff will promptly provide a follow-up notification to the Tenant in writing of the date, time, and findings of such entry and any corrective action plan.

B. Right of Access

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

1. Emergency and urgent situations may necessitate entry without permission of or notice to the Tenant. However, the access without notice will be documented and a letter of such entry and the findings will be sent to the Tenant soon after the inspection.
2. When a notice has been sent indicating the date and time for the inspection, and the Tenant is not present and didn't notify the TBHD staff of an alternate time, TBHD staff will proceed to enter the premises to complete the inspection. TBHD staff will promptly provide a written follow-up notification to

the Tenant in writing of the date, time, and findings of such entry and any corrective action plan.

C. Applicability

All program Tenants are subject to the Inspection requirements.

D. Frequency

Inspections will be conducted at least annually to ensure that the Tenant is meeting their responsibility for care of the home.

1. New Tenants

- a. Schedule monthly inspections for at least the next three (3) months.
- b. Upon a satisfactory determination that the Tenant is meeting his maintenance obligations, schedule inspections every three (3) months.
- c. Upon a satisfactory determination that the Tenant is meeting his maintenance obligations, schedule inspections every six (6) months.
- d. Upon a satisfactory determination that the Tenant is meeting his maintenance obligations, schedule inspections every year.

2. Existing Tenants

- a. Schedule a regular inspection at least annually. Upon a satisfactory determination that the Tenant is meeting his maintenance obligations and follows the terms of the applicable agreement, schedule the next inspection for next year.
- b. Upon an unsatisfactory determination, inspections will resume in accordance with the scheduling prescribed for "New Tenants," as well as inspections to ensure that corrective action has been taken.
- c. Upon a serious finding of non-compliance, issue notice of termination.

E. Corrective Action

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

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

F. Non-compliance

Tenant's refusal to allow the TBHD staff to enter the premises constitutes a breach of the TBHD Housing Program policies and applicable agreement.

PART XXIV. HOUSEKEEPING STANDARDS

SECTION 1. RESPONSIBILITY

To improve the livability and conditions of the units owned and managed by the TBHD, uniform standards for Tenant housekeeping have been developed for all Tenant families.

A. TBHD Responsibility

The standards that follow will be applied fairly and uniformly to all Tenants. Upon completion of an inspection, the TBHD staff will notify the Tenant in writing of any findings and recommendations.

In the case of noncompliance, TBHD staff will advise the Tenant of the specific correction(s) that the Tenant will be required to perform to establish compliance and indicate whether mandatory counseling is required. Within a reasonable period, the TBHD staff will schedule a second inspection. Training will be available at no cost to the Tenant requesting or needing assistance in complying with the Housekeeping Standards.

B. Tenant Responsibility

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

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

SECTION 2. HOUSEKEEPING STANDARDS - INTERIOR

A. General

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

B. Kitchen

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

C. Bathroom

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

D. Storage Areas

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

SECTION 3. HOUSEKEEPING STANDARDS - EXTERIOR

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

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

PART XXV. RECERTIFICATION PROCESS

SECTION 1. ANNUAL RECERTIFICATION

A. Applicability

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

B. Exceptions

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

C. Purpose of Recertification

The purpose of recertification is to be fair and consistent, dependent on special needs. Income is anticipated annual income; consequently, monthly recertification should be performed. Staff is to counsel Tenants frequently about the family's responsibility to budget personal finances to assist the family to be self-sufficient. Recertification is conducted to:

1. Assist Tenants in the TBHD Housing Program to meet their lease obligations.
2. Also, at the time of recertification staff will determine if the family is in the appropriate program. If a family's income has decreased, and it appears that this change will be long term, the family may be permitted to pay the minimum rent established by the TBHD pursuant to all applicable TBHD policies and regulations.

D. Scheduling: Annual Recertification

TBHD staff will conduct recertification on an annual basis.

E. Changes in Family Status

Tenants are to report all changes in family composition, income, and assets as they occur. A Tenant family who cannot regularly meet the minimum house payment or rental payment will not be permitted to stay in the program.

F. Change in Family Composition Issues

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

1. The TBHD staff will not approve the addition of new household member(s) if by doing so will over-occupy the existing assisted unit.
2. A permanent household member is a person who has been approved to be added by the TBHD staff as a result of marriage, birth, formal adoption, court-awarded custody, temporary or emergency child placement; or has been a TBHD approved household member for a minimum of twelve (12) months.
3. The TBHD requires documentation to verify the permanent absence of an adult family member before they will be removed from the household. Such documentation to verify the absence is:
 - a. proof of another home address, including a valid lease or utility bill;
 - b. valid driver's license with another home address;
 - c. court issued order for protection;
 - d. restraining order barring the member from the assisted unit;
 - e. a signed relinquishment of rights by the departing adult; or
 - d. documentation of incarceration including length of sentence.

G. Change in Principal Residence Status

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

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

SECTION 2. INTERIM RECERTIFICATION

A. Circumstances

Any Tenant who reports a change in family circumstances (such as a significant decrease in income) shall be given an interim income redetermination. In the event the rent is decreased in accordance with this provision, the Tenant must report all changes in family circumstances which would result in an increased rent (such as an increase in income) which occur prior to the next regular reexamination and the rent will be appropriately adjusted to reflect anticipated annual income.

1. The Tenant must furnish the TBHD, once each year or more often as requested by the TBHD, accurate documentation as required by the TBHD concerning income, employment, assets, and family composition for use by TBHD as to whether the Tenant continues to be eligible for the Program.
2. A failure to provide accurate and complete information within fourteen (14) days of the request is grounds for termination of participation in the program.
3. If it is found that the Tenant now or hereafter intentionally or unintentionally misrepresented to TBHD his/her income, employment, assets, or family composition, then in that event the rent will be adjusted retroactive to the date of the prior determination and is grounds for termination of participation in the Program.
4. In the event of any rent adjustment, TBHD will provide a Notice of Rent Adjustment to the Tenant. The change in rent will become effective on the

first day of the month following the month in which the change in income occurred if the Tenant provided notice by the 15th of the month.

5. If the TBHD determines that because of a decrease in the Tenant's income that the Tenant is no longer eligible for the Program, the rent will decrease to the minimum rent established for the home as set forth by the TBHD. If Tenant is unable to meet the minimum payment requirement, participation in the Program will be terminated thirty (60) days from the date of notice that the Tenant no longer qualifies for the Program.
6. Interim redeterminations may be conducted as required by the TBHD.
7. Failure to report the occurrences of changes and complete the required forms will result in retroactive rent charges or other action appropriate to the violation.

B. Process

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

C. Release of Information

When verifying and certifying income for eligibility, all adult family members shall provide appropriate authorizations for release of information, so staff can obtain third party verification. Each family must furnish information about the amounts and sources of all income to the household and may be required to produce tax returns, paycheck stubs and any other evidence of income. Failure to provide the authorizations is grounds for denial and/or termination of assistance or rent charges based on the fair market rent.

D. Adjustments

Adjustments will be made only after a thorough review of the household's anticipated income.

E. Verification of Data

Verification of data is to be reviewed and evaluated as they are received for completeness, adequacy, and conclusiveness. Where the information received is not completely adequate in all respects, follow-ups, or new efforts to obtain such

information are to be made and carried through to conclusion. The TBHD has the right to ask for any information from the Applicant that the TBHD deems necessary to completing the process. See Section 12, Verification.

F. Certification

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

G. Action Required Following Reexamination

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

1. Eligibility status and, if ineligible, the action to be taken;
2. An adjustment(s) with instructions for making changes if necessary (e.g., executing a new lease or amendment if required; payment arrangements, fair market rent charge, etc.) and
3. Any instances of misrepresentation or non-compliance with the terms of the applicable agreement or program policy revealed through reexamination and any corrective action that is to be taken.
4. If, upon reexamination, it is found that the size or composition of a family or household has changed so that the unit occupied by the family contains a number of rooms less or greater than necessary to provide decent, safe and sanitary accommodations as described in the Occupancy Section of the Admissions and Occupancy Policy, the TBHD Staff shall make a determination to either give notice of at least thirty (30) days to the Tenant that the Tenant will be required to move to another unit or all the Tenant to remain in the unit until the next reexamination.

SECTION 3. RETROACTIVE PAYMENT

1. If the reexamination discloses that the Tenant, at the time of admission or at any previous reexamination, made misrepresentations, intentional or unintentional, which have resulted in the paying of a lower rent and fee than he should have paid, the Tenant is required to pay the differences between what was paid and what should have been paid.
2. If it is found at the time of reexamination or at any other time that the Tenant has failed to report other changes in family circumstances and such changes

would have required the Tenant to pay a higher rent, the increased rent is to be made retroactively to the month following the date on which the change of circumstances occurred.

SECTION 4. QUALITY CONTROL

A. File Review

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

B. Concerns

In the event there are concerns regarding the information obtained, the staff will report the concerns to the TBHD Housing Director. The TBHD Housing Director will review the information and decide.

SECTION 5. NOTICES

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

SECTION 6. REPORTING

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

PART XXVI. HOUSING COUNSELING

SECTION 1. OVERVIEW

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

A. Implementation

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

B. Condition for Assistance

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

C. One-on-One Counseling

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

D. Post Counseling

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

PART XXVII. VEHICLE RESTRICTIONS

SECTION 1. PARKING

A. Limitations

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

B. Inoperable Vehicles

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

C. Parking Restrictions

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

SECTION 2. VIOLATIONS

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

PART XXVIII. PETS & SERVICE ANIMALS

A. Pets Allowed

Two common household pets are allowed in the unit with the approval by the TBHD. A fee of \$250 per pet will be assessed. Upon acquiring a pet after move-in, the housing department must be notified immediately and the \$250 fee must be paid.

B. Livestock or Poultry

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

C. Pets

No pets shall be kept, bred, or maintained for any personal or commercial purpose. Nuisance pets will be picked up by the local animal control, and any costs will be charged to the tenant.

D. Non-compliance

Failure to comply with this policy is grounds for termination.

PART XXIX. ALTERATIONS AND IMPROVEMENTS

A. Requirement for TBHD Consent

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

B. Ownership of Improvements

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

C. Damages

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

PART XXX. ASSIGNMENT AND SUBLETTING

SECTION 1. RENTAL

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

PART XXXI. TRANSFERS

Transfers will not be permitted.

PART XXXII. RISK OF LOSS/INSURANCE

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

A. Fire and Peril Insurance

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

B. Content Insurance

It shall be the sole responsibility of the Tenant during the rental period to obtain fire and other peril insurance covering their personal property. If insurance is purchased, Housing should be provided a copy for the tenant file.

C. Documentation

Evidence of the Tenant's understanding of the requirements for insurance shall be documented by a statement signed by the Tenant attesting to the receipt of information from the TBHD regarding insurance requirements.

PART XXXIII. FIRE

In the event the leased premises shall become untenable by reason of fire or other casualty, participation under the applicable agreement shall terminate and each party shall be relieved of all future liabilities hereunder.

PART XXXIV. PERSONAL PROPERTY

Any fixtures/appliances provided with the unit will remain the property of the TBHD unless otherwise indicated in writing. It will be the responsibility of the Tenant to provide washer and dryer appliances. All maintenance repairs will be the responsibility of the

Tenant. If the TBHD Maintenance must perform any repairs on the washer and dryer units, a Tenant charge will be assessed.

PART XXXV. ABANDONMENT

A. Personal Property

Upon termination of a rental lease or use & occupancy agreement, the TBHD may dispose of any item of personal property abandoned by the Tenant in any manner deemed suitable by the TBHD. Proceeds, if any, after such disposition may be applied to the payment of amounts owed by the Tenant to TBHD.

B. Premises

If at any time during the term of the lease, the Tenant abandons the premises for a period that exceeds fourteen (14) consecutive days and rent is owed, the TBHD may consider that the unit as abandoned. The TBHD staff may enter the premises by any means, without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever. TBHD may at its discretion re-let the premises, or any part of the premises, for the whole or any part of the unexpired term and may receive and collect all rent payable by virtue of such re-letting.

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

C. Notice

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

1. Contact information
2. Right to respond
3. Right to cure breach
4. Description of breach of applicable agreement

5. Opportunity for request for hearing to be exercised within seven days of the date of the notice
6. Notice to quit possession or occupancy of the unit

D. Eviction Process

After all administrative remedies have been exhausted; the TBHD will commence eviction procedures in accordance with the TBHD Collection and Eviction Policy.

PART XXXVI. SUCCESSION

A. Applicability

The Succession Policy only applies to those participating in a lease with an option to purchase program and does not apply to those participating in a low-rent type program.

B. Beneficiary

To be considered a beneficiary under the LWOP Program, all of the following conditions must be met:

1. Be an enrolled tribal member under customs of the Tunica-Biloxi Tribe of Louisiana.
2. Designated as beneficiary in writing with the TBHD,
3. Lessee is current in meeting all his obligations,
4. Lessee has lived in the home for at least two (2) years, and
5. Beneficiary must be eligible to assume the Lessee's interest in and obligations under the LWOP agreement.
6. Beneficiary must be mortgage ready by the time frame specified in the original agreement.
7. Beneficiary must complete all housing counseling requirements.

C. Events Authorizing Successorship

The only circumstance upon which a beneficiary is considered is upon the death of the tenant.

D. Situations where Successorship will not be recognized:

The designated successor shall not succeed if there are outstanding delinquencies or violations of the lease agreement.

E. Eligibility of Successor

The designated successor to a LWOP unit must meet all eligibility and selection requirements at the time the new agreement is assumed.

F. Ineligibility of Designated Successor

If the designated successor is not eligible, the family has 60 days to vacate the unit, and the TBHD shall place the next eligible family from the waiting list.

G. No Designated Beneficiary

When the tenant has died and there is no designated beneficiary, shall consider the Lease Purchase Agreement as having been terminated by the tenant and will select another tenant from the waiting list.

PART XXXVII. MOVE-OUT PROCESS

A. Move-Out Inspection

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

B. Documentation Requirements

A TBHD Move-Out Checklist and an Inspection Form must be used to document the move-out process. The Tenant must sign and date the Move-Out Inspection Form to verify any Tenant damage, document any needed routine repairs, etc. TBHD

Staff must also sign the Move-Out Inspection form. If any deficiencies are noted, an estimate of all costs and a work order will be issued to make the repairs.

C. Punch List Items

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

D. Procedures

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

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

PART XXXVIII. COLLECTIONS & EVICTION

SECTION 1. PURPOSE

Living in TBHD houses has both benefits and obligations, which go hand in hand as a “package deal”. In return for not having to pay for the full cost of a house, Tenants will be held fully accountable for those smaller payments they are required to make. Residents are expected to take full responsibility for their personal financial situation to the extent of being able to make their monthly payments in full and on time, every month.

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

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

A. Applicability

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

B. Tribal Code

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

SECTION 2. DISTRIBUTION

A copy of this policy will be posted prominently in the TBHD office will be provided to Tenants at move-in and upon request.

SECTION 3. DUE DATES FOR CHARGES

1. All monthly payments are due and payable in full by the first day of each month, whether billing statements are sent by the TBHD.

2. All "other payments" for other incurred costs are due and payable on the first day of the month following the charge.
3. Households that have a significant portion of their income coming from seasonal work, will be allowed to pay at times that more closely match when income is received, if approved in advance by the TBHD Housing Director. These larger but less frequent payments need to be made in advance, the same as regular monthly payments which are made for the ensuing month. Default of any portion of the plan will be treated in the same manner as nonpayment of charges for a non-seasonal worker.
4. Residents are responsible for notifying staff prior to the 20th day of the month if they will be unable to make the full payment when due and for requesting an informal resolution with the TBHD to make payment arrangements.
5. Delinquencies may be reported to the Credit Bureau.
6. The TBHD will comply with any request from a Tenant to notify the Credit Bureau of a good payment history.

SECTION 4. PAYBACK AGREEMENTS

1. If payments are not made as required, Payback Agreements may be executed by the TBHD Housing Director with the resident after financial counseling and after the staff has determined that the resident is still capable of and committed to fulfilling all obligations of their Lease.
2. To be allowed to maintain occupancy, each Tenant with a debt balance is required to set up a Payback Agreement acceptable to the TBHD Housing Director.
3. Failure to make payments as agreed in the Payback Agreement will result in automatic termination of the Lease and forfeiture of a subsequent Payback Agreement.
4. When a Payback Agreement is executed, the resident will be required to pay at least 25% of the balance due, at the discretion of the TBHD Housing Director with the Payback Agreement covering the remaining balance.

SECTION 5. NOTICES AND INFORMAL RESOLUTION

A. Delinquency Notice

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

1. A \$15 fee will be added to the amount due to cover the costs of preparation and mailing of the delinquency notice.
2. Their obligation is to make required payments on the first of the month;
3. That prompt payment is a requirement for continued occupancy;
4. The TBHD - Housing Coordinator must be contacted for arranging a meeting, as that described in item 5.
5. That if the Tenant has had unforeseen, or unusual problems in making the payments, the Tenant must meet with the TBHD within 10 calendar days to determine if the circumstances warrant special payment arrangements through a Payback Agreement. If the circumstances do not warrant special arrangements, the delinquent amount must be paid in full.
6. That if an acceptable Payback Agreement has not been made, or full payment including the \$15 fee above is not received by the close of business on the 20th day of the month, a 30-day Notice of Termination will be served upon the Tenant.

B. Notice of Termination

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

- a. A \$25 fee will be added to the amount due to cover the costs of preparation and service of the Notice of Termination.
- b. A demand Notice to Pay in full, or execute a payback agreement *acceptable to the TBHD Housing Director* within 30 days of service or to vacate the unit, notifying the Tenant that upon Tenant's failure to so perform, that the TBHD will seek the Tenant's forcible eviction from said premises, together with

rents, utilities, charges of the TBHD, damages caused by Tenant's occupancy, and costs and attorney's fees.

C. Failure to Comply with Notice of Termination

In the event the Tenant fails to comply with the Notice of Termination, the TBHD will seek the Tenant's forcible eviction pursuant to the TBHD Eviction Procedures through the Tunica-Biloxi Tribal Court.

SECTION 6. LEAVING WITH A DELINQUENCY

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

SECTION 7. COSTS OF DEBT COLLECTION

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

SECTION 8. CHARGES TO RESIDENTS (DAMAGE AND REPAIRS)

1. Upon vacating the unit, the ex-residents will be responsible for the costs of all necessary repairs to place the unit and the premises in same condition as at the beginning of the tenancy, except for ordinary wear and tear.
2. Upon failure of a homebuyer to fulfill their maintenance obligations, staff will perform the required maintenance and code upgrade for the unit and the premises and charge the Homebuyer's account accordingly.

SECTION 9. VACANCY WITHOUT NOTICE

1. The day staff discovers the abandonment the TBHD will retake possession and immediately inspect the unit to determine if repairs are necessary.
2. If repairs are necessary, the ex-residents will be responsible for all costs of those repairs. A copy of the charges will be forwarded to the last known address of the ex-resident.

3. If adequate payment arrangements are not made by the ex-resident, the TBHD will file court action against the ex-resident.

SECTION 10. NOTICE NOT REQUIRED

In the following circumstances, the TBHD Housing Director may implement immediate eviction proceedings under TBHD Code, Article III Criminal Activity, without any notice required:

1. There is clear and evident danger to the surrounding community.
2. There is a life-threatening situation to the surrounding community.
3. The breach is related to drug activity as outlined in TBHD Tenant Lease.

SECTION 11. EVICTIONS FOR OTHER PROGRAM VIOLATIONS

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

SECTION 12. OPPORTUNITY FOR HEARING

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

SECTION 13. ADMINISTRATIVE REMEDIES

1. To exhaust all reasonable alternatives prior to exercising eviction, the TBHD Housing Director is authorized to develop administrative remedies for extraordinary circumstances which may provide temporary forbearance. Such measures may include, but not be limited, to the following:
 - a. Protective Payee arrangements;

- b. Debt management plan;
 - c. Assignment of trust income.
2. The TBHD Housing Director will prepare procedures that are uniform and fair in their application.

A. Costs of Debt Collection

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

B. Charges to Residents (Damage and Repairs)

1. Upon vacating the unit, the ex-Tenants will be responsible for the costs of all necessary repairs to place the unit and the premises in same condition as at the beginning of the tenancy, except for ordinary wear and tear.
2. Upon failure of a Tenant to fulfill their maintenance obligations, staff will perform the required maintenance and code upgrade for the unit and the premises and charge the Tenant's account accordingly.

C. Vacancy Without Notice

1. The day staff discovers the abandonment of the unit; the TBHD will retake possession and immediately inspect the unit to determine if repairs are necessary.
2. If repairs are necessary, the ex-residents will be responsible for all costs of those repairs. A copy of the charges will be forwarded to the last known address of the ex-resident.
3. If adequate payment arrangements are not made by the ex-resident, the TBHD will file court action against the ex-resident.

D. Opportunity for Hearing

1. The opportunity to be heard by the Tribal Court shall be afforded to all Tenants/homebuyers involved in eviction matters.
2. The Grievance Section of this Policy does not apply to any grievance concerning a termination of tenancy or eviction that involves any of the following:
 - a. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the TBHD housing development by other residents or employees of the TBHD, or
 - b. Any drug-related (including alcohol-related) criminal activity on or near the premises.

- c. Any nonpayment of charges.
- d. Violation of statutory or regulatory requirements.

PART XXXIX. GRIEVANCE

SECTION 1. PURPOSE

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

SECTION 2. DEFINITIONS

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

SECTION 3. APPLICABILITY

A. Programs

Applies to all TBHD programs, agents of the TBHD, applicants, and rental Tenants.

B. Non-applicability

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

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

SECTION 4. PROCESS

A. Due Process

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

1. be advised of the specific grounds of any proposed adverse action by the TBHD;
2. have an opportunity for a formal hearing and afterwards, if applicable, a formal hearing before the TBHD upon timely request as outlined in these policies;
3. have an opportunity to examine any documents or records or regulations related to the proposed action;
4. be entitled to be represented by another person of their choice at any hearing;
5. be entitled to ask questions of witnesses and have others make statements on their behalf; and
6. be entitled to receive a written decision by TBHD on the proposed action.

B. Filing Complaints:

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

SECTION 5. OPPORTUNITY FOR HEARING

A. Informal Hearing

1. The complaint must be made to the appropriate staff within fifteen (15) working days of the act that is the basis of the grievance. If the complaint pertains to the actions of another Tenant, the complaint must be in writing, utilizing the complaint form. The appropriate staff will assign a staff person to assist in the preparation of complaints upon request of the Tenant.
2. Complainants dissatisfied with the TBHD's decision may request an informal hearing with the TBHD Housing Director within ten (10) working days of the TBHD's decision.
3. The TBHD Housing Director will schedule a meeting with the complainant as soon as it is possible, time and place reasonably convenient to the complainant, and will notify the complainant in writing of such.
4. If the complainant fails to show up for the scheduled meeting without notification, the right to a hearing through TBHD Grievance Policies will be waived, and the complainant shall be so notified in writing. However, this does not constitute a waiver of the complainant's right to contest TBHD's decision through legal proceedings in the TBHD Tribal Court.

5. The TBHD Housing Director will attempt to consider all the facts associated with the complaint to discuss and, hopefully, resolve the complaint without necessity for a formal hearing.
6. A written summary of the discussion and the TBHD Housing Director's decision will be sent to the complainant within fifteen (15) working days of the date of the informal hearing. The summary will include names of Tenants, date of the meeting, nature of the complaint, the TBHD Housing Director's decision and the basis of the decision, and the procedures by which a formal hearing can be obtained.

B. Request for a Formal Hearing

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

1. The reason for the grievance;
 2. The action or relief sought; and
 3. Action(s) taken by TBHD to resolve the complaints that was allegedly incorrect.
- G. If the complainant's request for a formal hearing is not in accordance with Item B above, the TBHD Housing Director will attempt to assist the complainant with the proper procedures.
1. The TBHD Housing Director will send written confirmation of the date, time, and place of the Housing Board Committee's meeting in which the grievance will be heard.
 2. The TBHD Housing Director will notify the Housing Board Committee of the request and provide copies of materials relevant to the appeal.
 3. If the complainant fails to appear at the formal hearing, then TBHD's disposition of the grievance under the informal hearing process shall become final. However, this does not constitute a waiver of the complainant's right to contest TBHD's decision through legal proceedings in the TBHD Tribal Court.

C. Decision of the Housing Board Committee

1. The Decision of the Housing Board Committee shall be final and based upon the following:
 - a. Facts presented at the formal hearing;
 - b. Applicable laws and regulations; and
 - c. Applicable TBHD policies.
2. The decision of the Housing Board Committee shall be made in writing and submitted to the complainant within ten (10) working days to the greatest extent feasible.

SECTION 6. CONFLICT OF INTEREST

No Housing Board Committee member who has family ties to the complainant shall participate or be present in any of the formal hearing proceedings.

PART XL. TERMINATION

SECTION 1. EVENT OF DEFAULT

A. Overview

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

B. Unlawful Detainer Code

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

C. Circumstances Warranting Immediate Eviction

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

1. There is clear and evident danger to the home or the surrounding community.
2. There is a life-threatening situation to the home or the surrounding community.

3. The breach is related to drug activity as prohibited by the applicable TBHD Agreement and TBHD Tribal Code.

D. Grounds for Termination

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

E. Ban

The TBHD will ban Applicants as follows:

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

SECTION 2. NOTICE

A. Time Frame

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

B. Right to Review Documents

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

PART XLI. LIFE ESTATE

A. Death of Homeowner: In the event of the death of the homeowner, the provisions of the following Life Estate Code may apply.

1. Enrolled members of the Tunica-Biloxi Tribe, may bequeath by a Will a life-estate to their non-enrolled spouse and or their non-enrolled children. The non-enrolled spouse and or the non-enrolled children shall be permitted to use and occupy the home during the course of their lifetime subject to the same terms and conditions of the enrolled deceased member, which may include any outstanding mortgage. The non-enrolled spouse and or non-enrolled children can never inherit the land or any improvements thereon. Upon the expiration of these life estates the leasehold interest in the land and any improvements thereon shall be transferred and conveyed to an enrolled member pursuant to the terms of the deceased enrolled member's Will.
2. In the event that an enrolled member dies intestate (without a will), his non-enrolled surviving spouse and or non-enrolled children may elect to take a life estate in the home and any improvements thereon. The non-enrolled spouse and or the non-enrolled children shall be permitted to use and occupy the home during the course of their lifetime subject to the same terms and conditions of the enrolled deceased member, which may include any outstanding mortgage.
3. The non-enrolled spouse and or non-enrolled children can never inherit the land or any improvements thereon. Upon the expiration of these life estates the home and any improvements thereon shall be transferred, conveyed and sold to TBHD pursuant to 43 CFR Part 4 at the appraised value. The non-enrolled spouse and or non-enrolled children may decline to take a life estate in the home and sell to TBHD the home pursuant to 43 CFR Part 4, Tribal Purchase of Interests Under Special Statutes.
 - a. Since this is a rent to own program, no equity accrues until the home is purchased. If the rent agreement is terminated for whatever reason, the payments made by the Participant will be treated as rent to the TBHD.