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TUNICA-BILOXI HOUSING DEPARTMENT

Rental Policy

These policies and procedures were reviewed and approved by the Tunica-Biloxi Housing Board Committee: November 10, 2021 date

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

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I. Policy Statement

The sections contained in this policy describe the specific program requirements for the Tunica-Biloxi Housing Department (TBHD) Rental Program. General Admissions and Occupancy information is contained in the TBHD Admissions & Occupancy Policy.

II. Goal

Not all Tribal Citizens are ready for homeownership, and the rental program can provide a short or long term residence, based on the tenant's family goal.

III. Purpose

This policy allows tribal citizens to have housing for their families and to become accustomed to having a place to call home. Staff will assist families with monthly, quarterly, and or annual inspections to make sure the tenants maintain the property in a safe and healthy environment.

IV. Applicability of Policies

All participants are subject to the policies of the TBHD as they now exist or as they may hereafter be revised or added by the TBHD.

The Tribal Council, Housing Board Committee, and Staff will comply with all applicable laws and regulations of the Department of Housing and Urban Development (HUD). Additionally, the Council Members, Committee members, and Staff must follow the Tunica-Biloxi Tribal Codes and Ordinances, applicable state and federal laws and regulations and TBHD policies. Failure for staff to comply will be addressed through action that could result in termination of employment or other disciplinary action.

V. Tunica-Biloxi Tribal Preference

1. The applicant must be a member of the Tunica-Biloxi Tribe to be considered as the Tenant.
2. Non-Indian and non-member spouses/partners may be considered as an occupant of the household during the rental period, and will not have the right for successorship.
3. The non-member and non-Indian spouses/partners must have their income and credit considered for qualifying purposes.
4. In the event the qualifying Tribal Citizen is no longer able to continue as the Tenant for any reason, the non-member or non-Indian spouse/partner will have 90 days to vacate the unit.

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PREFERENCES

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

Preferences in Selection of Renters

1. Elderly and/or Disabled	50 Points
2. Veteran Honorable or Medically Discharged	40 Points
3. Substandard Housing	30 Points
4. Rent Burden	20 Points
5. Application Renewal (annual)	10 Points

ADJUSTED INCOME

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.

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(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

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.

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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.

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 TBI ID 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.

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)• 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,

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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

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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.

PRIORITIES

The TBHD Housing Program preferences are established by the TBHD:

I. Overview

Priorities will be applied in the following order:

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

J. 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 |

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PART I. OCCUPANCY

K. Authorized Occupants:

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.

L. 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.

Tenants who are over-housed (qualify for smaller units) will be moved as availability arises; i.e. single person in 3 BR will move to 2 BR unit. The move is mandatory and is non-negotiable.

M. 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.

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N. 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.

O. 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 II. CONDUCT

P. 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

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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.

Q. SAFE ENVIRONMENT:

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

R. 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 III. CALCULATING RENTAL PAYMENTS

OVERVIEW

S. 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.

T. Review of Allowances/Deductions

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

CALCULATING LOW-RENT PAYMENTS



U. 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.

V. 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

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.

RENTAL PAYMENTS FOR LOW-INCOME DISABLED

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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 IV. 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.

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.

INITIAL OCCUPANCY RENT PAYMENTS FOR NON-LOW-INCOME 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.

B. 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.

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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.

F. 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.

CALCULATING OTHER ASSISTANCE

The TBHD provides the following assistance to Participants:

- Closing Costs Assistance
- Down Payment Assistance

G. 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).

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

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

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

H. 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 V. 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 VI. OTHER CHARGES

OVERVIEW

I. 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.

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J. Charges

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

K. Temporary Absence Precautions

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

L. Tenant Damage

Charges for tenant damage will be charged to the tenant.

M. 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.

N. 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.

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O. Returned Checks:

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

P. 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.

SECURITY, DAMAGE AND CLEANING DEPOSIT

Q. 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.

R. 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.

S. 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.

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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 VII. LEASING

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

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T. 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.

U. 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.

UTILITIES

V. 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.

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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.

W. 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.

X. 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.

Y. 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.

EXECUTION

Z. 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.



AA. 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.

BB. Authorized Signer for the TBHD

The TBHD Housing Director must sign all contracts and amendments.

PART VIII. MOVE-IN PROCESS

CC. 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.

DD. 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.

EE. 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.

FF. Execute Agreement

Once the pre-occupancy inspection is completed, the TBI ID 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.

GG. Photos

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

HH. 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.

II. 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.

JJ. 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.

KK. 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.

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PART IX. MAINTENANCE AND REPAIR

RESPONSIBILITIES

LL. 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.

MM. 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.

NN. 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.



CORRECTIVE ACTION PLAN

OO. 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.

PP. 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.

QQ. 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.

RR. Charges

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

SS. 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.

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TT. Contents Insurance

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

PART X. INSPECTION

UU. 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.

VV. 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.

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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 XI. HOUSEKEEPING STANDARDS

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.

G. 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.

H. 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

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2. The potential for damage to the premises is a violation of the applicable agreement terms and can result in eviction.

HOUSEKEEPING STANDARDS - INTERIOR

I. 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.

J. 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.

K. 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.

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- Vanities should be kept clean and free of water leakage.
- Exhaust fan should be free of dust.
- Floor should be clean and dry.

L. Storage Areas

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

HOUSEKEEPING STANDARDS - EXTERIOR

- Yards are to be free of debris, trash, and inoperable vehicle and vehicle parts.
- Exterior walls should be free of graffiti.
- Porches (front and rear) should be clean and free of hazards. No items are to be stored on the porch. Outdoor porch furnishings shall not impede access to the unit.
- Steps (front and rear) should be clean and free of hazards.
- Sidewalks should be clean and free of hazards.
- Storm doors should be clean, with glass or screens intact.
- Hallways should be clean and free of hazards.
- Yards are to be maintained at the 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.

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PART XII. RECERTIFICATION PROCESS

ANNUAL RECERTIFICATION

M. 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.

N. 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.

O. 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.



P. Scheduling: Annual Recertification

TBHD staff will conduct recertification on an annual basis.

Q. 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.

R. 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
 - e. documentation of incarceration including length of sentence.

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S. 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.

INTERIM RECERTIFICATION

T. 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.

U. 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.

V. 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.

W. Adjustments

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

X. Verification of Data

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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.

Y. 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.

Z. 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.

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.

VEHICLE RESTRICTIONS

PARKING

AA. 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.

BB. 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.

CC. 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.

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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.

PETS & SERVICE ANIMALS

DD. 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.

EE. Livestock or Poultry

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

FF. 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.

GG. Non-compliance

Failure to comply with this policy is grounds for termination.

ALTERATIONS AND IMPROVEMENTS

HH. 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.

II. 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.

JJ. Damages

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

ASSIGNMENT AND SUBLETTING

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.

TRANSFERS

Transfers will not be permitted.

RISK OF LOSS/INSURANCE

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

KK. 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.

LL. 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.



MM. 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.

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.

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.

ABANDONMENT

NN. 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.

OO. 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.

PP. 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

QQ. Eviction Process

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

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