



# COQUILLE INDIAN HOUSING AUTHORITY



## ADMISSIONS & OCCUPANCY POLICY

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**GLOSSARY OF TERMS**

AAA ~~policy~~Policy: Adverse Action Appeals policy ~~in force by the CIHA~~.

Adjusted ~~income~~Income: Gross annual income less allowable deductions. Annual income is described in 24 CFR part 5, subpart F.

Child Care Expenses: 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, which enables the member(s) to be gainfully employed or to further ~~his~~their education. The deduction cannot exceed the amount received from such employment.

CIHA: Coquille Indian Housing Authority.

Dependent: A member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a disabled person, or handicapped person, or full-time student.

Disabled Person: A disabled person under a disability is defined in section 223 of the Social Security Act or in Section 102 of the Development Disabilities Services and Facilities Construction Amendments of 1970.

Displaced Person: A person who is displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized under federal disaster relief laws.

Elderly ~~family~~Family: A family whose head or spouse (or sole member) is an elderly, disabled, or handicapped person. It may include two or more elderly, disabled, or handicapped persons living together, or one or more of these persons living with one or more live-in aides.

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

Essential Person: CIHA will determine who is essential on a case by case basis; for example: health, education, public safety, etc.

Family: Includes, in addition to the definition in ~~section~~Section 2, an elderly family or a single person as defined in this part, the remaining member of a resident family, and a displaced person.

Full-time ~~student~~Student: A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.

Handicapped ~~person~~Person: A person having a physical or mental impairment that:

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- A. is expected to be long, continued, or of indefinite duration, and
- B. substantially impedes the person's ability to live independently. (See Disabled Person, above.)

HGOA: Home Grant and Occupancy Agreement.

Home: ———A dwelling unit covered by a Lease or Homebuyer agreement.

HomeGO: Home Grant and Occupancy homebuyer program.

Homebuyer: —The member or members of a lower income family who have executed a Homebuyer agreement with the Housing Authority and have not yet achieved homeownership.

IHA: An Indian Housing Authority.

Indian: Any person who is a member of an Indian tribe.

Live-in aide/Aide: A person who resides with an elderly, disabled, or handicapped person or persons and who (a) is determined by the CIHA to be essential to the care and well-being of person(s); (b) is not obligated for support of the person(s); and (c) would not be living in the unit except to provide necessary supportive services. A relative may qualify as a live-in aide if all of these conditions are met. An elderly, disabled, or handicapped person needing the live-in aide does not have to be the head, spouse, or sole member of the family. Therefore it is not necessary to qualify as an elderly family in order to have a live-in aide. A live-in aide does not qualify for continued occupancy as a remaining family member.

MEPA: Mutual Equity Payment Account.

MHO Agreement: Mutual Help and Occupancy Agreement.

Net family/Family assets/Assets: Includes net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interest in Indian trust land ~~and excluding equity accounts in HUD Homebuyer programs~~. The value of necessary items of personal property such as furniture and automobiles shall be excluded. (In case where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust.) Any income distributed from the trust fund shall be counted when determining Annual Income. In determining Net Family Assets, ~~the~~ CIHA shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a

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disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application, as applicable, in excess of the consideration receives important consideration not measurable in dollar terms. For further information about net family assets, see 24 CFR Part 5.603.

Successor: The person who shall succeed to the former Homebuyer's rights and responsibilities under ~~the Homebuyer's MHO~~ HomeGO Agreement.

~~VEPA: Voluntary Equity Payments Account.~~

Other Definitions of terms used in these policies can be found in 24 CFR 1000.10 and 24 CFR Part 5.

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### SECTION 1: PURPOSE

This Admissions and Occupancy Policy of the Coquille Indian Housing Authority (CIHA) provides direction to staff for admission of applicants into the housing program and for administering the requirements governing their occupancy. Staff will encourage and accept applications from all interested parties. After determining eligibility, staff will maintain waiting lists of potential renters and ~~Homebuyer~~ homebuyer applicants according to the pertinent selection criteria as outlined in this policy. These waiting lists will be used by staff in selecting Tenants and Homebuyers.

The Board of Commissioners and staff will comply with all applicable regulations of the U.S. Department of Housing and Urban Development (HUD). These policies will be updated as needed to assure consistency with those regulations.

Under the provisions of the Indian Civil Rights Act, all persons involved in this program are assured due process and equal treatment.

In accordance with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), no otherwise qualified individual with disabilities shall solely by reason of ~~his~~ their handicap, be excluded from participation in, be denied the benefits of, or be subject to discrimination under this program.

### SECTION 2: APPLICATIONS & ELIGIBILITY

ALL PROGRAMS ARE OPERATED TO FIRST SERVE THE NEEDS OF MEMBERS OF THE COQUILLE INDIAN TRIBE, ~~THEN TO SERVE MEMBERS OF THE CONFEDERATED TRIBES OF THE COOS, LOWER UMPQUA AND SIUSLAW INDIANS AND~~ THEN OTHER INDIANS. THE ~~MUTUAL HELPHOME~~ HOMEGO HOMEBUYER PROGRAM IS AVAILABLE ONLY FOR THE BENEFIT OF MEMBERS OF THE COQUILLE INDIAN TRIBE. All interested persons are to be encouraged to submit applications. They are to be advised that financially assisted housing units are assigned using the Selection Preferences. If all preferences are equal, the earliest application date will control. They also must be informed that if they need assistance in completing the application, staff is available to assist them. Families must submit a full and complete application, including authorizations, before they can be determined eligible or be placed on a waiting list. The staff member receiving the application will also place their initials next to the date stamped on the application.

The application form will be designed by staff to gather enough information to allow a full assessment of the family's eligibility, consistent with federal and ~~housing authority~~ Housing Authority requirements that apply at the time of submission.

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The following eligibility requirements must be met prior to persons being selected into the program:

- A. They must be an Indian family. ~~Indian is defined as any person recognized as being an Indian or Alaska Native by a Tribe, the federal government, or any state. The Indian Self-Determination and Education Assistance Act defines “Indian” to mean a person who is a member of an Indian tribe and defines “Indian tribe” to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.~~ At least one member of the family must be Indian. This must be verified by a family member submitting a copy of a BIA Certificate of Degree of Indian Blood (CDIB), enrollment verification, or a Tribal Enrollment Card.
- B. Family means two or more persons related by blood, marriage, or adoption, or who have evidenced a stable family relationship by living regularly together in the same dwelling unit for at least six months or who have a child in common, and includes families consisting of a single disabled person, a person displaced by governmental action, and the remaining member of a participant family. Also, a single person living alone may be a family.
- C. A non-Indian family may receive housing assistance ~~by the~~from CIHA if the non-Indian family’s housing needs cannot be reasonably met without such assistance and ~~the~~ CIHA determines that the presence of that family within the CIHA community is essential to the well-being of Indian families, except that non-Indian families residing in housing assisted under the 1937 Act do not have to meet these requirements for continued occupancy.
- D. The applicant family must have an annual income at, or below, income limits established and approved by HUD (See Appendix A: Income Limits). Exceptions may only be made by the Executive Director from waiting lists and consistent with E, below.
- E. No more than ten percent of the annual grant amounts will be used to assist families where income exceeds the income limits.
- F. A Homebuyer applicant's family income must be high enough so the combined total costs of:
- 1) ~~1) —~~The required Homebuyer payment.
  - 2) ~~The the current administrative charge of \$ ———~~Payment in Lieu of Taxes (PILOT) fee to cover the CIHA’s cost of operations,
  - 2) the estimated costs offer utilities, ~~based on the latest Utility Allowances,~~ and

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3) routine and non-routine maintenance expenses for the life of the MHO-HomeGO Agreement (currently estimated at \$100/month) do not exceed 30% of adjusted family income. In rare circumstances, and only with documented additional counseling-evaluation by staff, may an applicant family be selected if these projected housing costs would exceed ~~that the~~ 30-percent% amount. The family must present evidence ~~convince the Executive Director~~ that it can and will pay the administration charge ~~PILOT fee~~ and meet its other obligations under the MHO-HomeGO Agreement. ~~The Executive Director will base his decision on~~ Staff will consider demonstrated family history and individual family circumstances which would make it reasonable for ~~him~~ them to assume that the family would be able to fully meet the obligations of homebuying, such as:

- a. Documented family income from sources that are not counted towards computation of adjusted monthly income, i. e. per capita payments.
- b. The family's ability to supplement income by providing its own foods, fuel, or other necessities.
- c. The family's previous monthly housing payment record and utility payments records showing payments made in excess of the projected monthly housing cost.

If selected, the family will be required to sign a statement verifying that they are aware that they are below income and that they feel they are able to meet and maintain the payment calculated by staff and estimated long term maintenance expenses (currently \$100/month). The family will may be required to participate in additional financial management counseling training.

G. For an applicant to be financially eligible for ~~the homebuying program~~ HomeGO, ~~he they~~ must also demonstrate the ability to maintain at least his their present level of income. This will be verified by staff and may be satisfied by a written statement from the potential Homebuyer's employer. If it is not feasible to determine income potential from an employer, this verification may come from photocopies of the applicant's income tax returns for the three years prior to the first application. These income tax returns will be kept in a file and new ones must be submitted each year thereafter until the applicant is placed in a unit begins participation in the HomeGO program. Failure to provide the CIHA with this information will result in the applicant being dropped from the Homebuyer waiting list.

H. For a family to be eligible for admission to the Low Rent housing program, they must be willing and able to meet all contractual obligations of the lease.

I. To be admitted, a single pregnant woman must have an income at or below the income limit for one person. In establishing the appropriate space standards, staff must consider the size of the household with the unborn child included. However, the single pregnant woman



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would not be entitled to the benefit of the \$480 dependent allowance until after the birth of the child.

- J. Eligibility of single persons in the process of adopting an individual under age 18 is to be determined identically to a single pregnant woman; but persons in the process of securing legal custody through other means must provide evidence of a reasonable likelihood of success to be admitted to occupancy prior to obtaining custody. This determination of reasonable likelihood of success will be made at the time an offer of a unit is to be made to an individual. If at that time it is determined that there is not a reasonable likelihood of success, then that individual nonetheless shall be allowed to retain his/their place on the waiting list, with any preference for which he remains eligible and with his/their original date and time of application until custody is secured. At that time the individual will be offered an appropriate unit in accordance with his/their position on the waiting list.
- K. To remain on the waiting list, applicants must inform staff in writing of any changes in income, as they occur. Staff will reassess eligibility of the applicant based on any change of income and ensure that the applicant meets all eligibility requirements for admission. Should an applicant become ineligible based on a change in income, staff will notify the applicant in writing that he no longer qualifies for admission into the program. In addition to income changes, disqualification may also be caused by program and policy changes. In cases where annual income is seasonal or sporadic, a three-year average of income will be used for the family member whose income cannot otherwise be determined.
- L. All applicants must have a satisfactory credit, use, and maintenance history.
- 1) Credit history will be verified by one or all of these sources:
    - a. Credit reporting agency;
    - b. two or more landlord references detailing rental payment history;-
    - c. all credit references provided by the applicant's adult household members; or
    - d. other assisted housing providers.
  - 2) Use and maintenance history will be documented by two or more landlord references detailing history of any unit damage.

If negative references on either the credit or use/maintenance history are obtained, staff will notify the applicant in writing of the negative items found. The applicant will be afforded an opportunity to respond in writing on any negative information derived from any source. The response will be taken into consideration in determining the applicant's eligibility.

Lack of credit or use/maintenance history (as opposed to a poor history) is not sufficient justification to reject an applicant. Staff will take into consideration the time, nature, and

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extent of the past occurrences and the reasonable probability of future favorable performance by the applicant. Staff will not charge applicants for the costs involved in the application.

- M. Applicant information will be verified as soon as possible after submission of an application. However, if ~~the~~ CIHA has a long waiting list, staff may do an initial assessment of a family's eligibility and suitability at the time of application and wait to do a more complete evaluation until shortly before admission. By doing this, staff will avoid the time and expense involved in evaluating applicants who may withdraw from the waiting lists before their names can be reached.
- N. To be eligible, the families must disclose and verify ~~social~~ Social security ~~Security numbers~~ Numbers for all family members over the age of six years, per 24 CFR 5 Subpart B.
- O. The applicant must terminate other assisted unit agreements before the applicant will be allowed to execute a Lease or MHO-HomeGO Agreement with ~~the~~ CIHA.

**Ineligibility**

Applicants may also be determined to be ineligible for one or more of the following:

- Having a history of habits and practices that may be expected to have a detrimental effect on other residents or on the housing project; such as a history of disturbing the neighbors, destroying property, or living or housekeeping habits which would affect adversely the health, safety, or welfare of other residents. This evaluation will also include the applicant's history of criminal activity, especially drug related or violent crimes. Staff may consider an applicant's arrest record, but will be careful about making a determination based solely on an arrest record if no conviction followed. A criminal record will not automatically exclude an applicant from consideration and staff will determine whether the person would be a suitable resident;
- failing to repay previous debts owed to any Housing Authority or other HUD programs, landlord, or ~~to a~~ utility company;
- committing fraud in connection with any HUD program, or failing to disclose previously committed fraud in connection with any HUD program;
- providing false information on the application;
- not cooperating ~~-(refusing or failing to complete required forms or to supply requested information); and/or~~

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- appearing on HUD's List of Suspensions, Debarments, and Limited Denials of Participation.

Families who have applied for housing, and who, for any reason, have been determined to be ineligible will be notified by staff in writing, stating the reasons for their ineligibility. The notification shall inform the applicant that ~~he-they~~ may request an informal review of the decision to deny eligibility if the applicant believes the action taken by CIHA is taken in error, or if ~~he-they~~ believes the information that the denial is based on is incorrect. The applicant shall be informed that the review must be requested, in writing, within 10 days of receipt of the notification and that the request must explain why the applicant believes the decision was made in error. The informal review shall be conducted by a person of the CIHA staff who did not make the decision to deny eligibility. Results of the informal review shall be provided to the applicant within 10 working days of ~~his-their~~ request for a review. All information relative to the rejection of an applicant family, except for information required to be kept confidential, must be documented and placed in the applicant family's file for future reference.

**Confidentiality**

In all existing housing programs, families are required to reveal personal information about themselves and their finances that most citizens are allowed to keep private, and usually choose to keep private. In many ways housing residents become vulnerable to harm through others' gossip and ridicule if information about them is not kept confidential by staff. They do not give up their right to privacy, simply because they are participating in a ~~housing authority~~Housing Authority program. Staff will respect applicants and residents by keeping all information about them in strictest confidence, using it only when necessary in their work. Violation of confidentiality is grounds for immediate dismissal of the offending staff member.

**SECTION 3: WAITING LIST**

A. General - Staff will maintain separate waiting lists of eligible Coquille Indian Tribal Members and of other eligible applicants for rental and ~~Homebuyer~~homebuyer housing. Staff will take into consideration the following factors prior to placing an applicant family on the waiting list (see Selection Preference Scoring, page 30):

- 1) number of family members,
- 2) determination of bedroom~~s-size~~ needed, and
- 3) determination of need for ~~a-an~~ handicapped-accessible unit.

Staff will place the applicant family on the waiting list for the appropriate to the applicable program-~~applied for~~, number of bedroom~~s-sized-unit~~ needed, and ~~if there is a need for a-~~

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~~handicapped accessible unit~~accessibility features needed. The need for ~~a handicapped an~~ accessible unit will be determined by information derived from the application. Staff will not determine the need for ~~a handicapped an~~ accessible unit based solely on visual contact with the applicant. Staff will consider other applicable factors such as selection and placement of the applicant family on the waiting list.

B. Eligible applicants - For each applicant found to be eligible for admission, staff will establish a file containing at least the following material:

- 1) Application,
- 2) verification documents,
- 3) copies of staff's Notification of Eligibility, and
- 4) all correspondence and memoranda regarding the applicant.

C. Managing waiting lists - Staff will update waiting lists at least annually. Each applicant will be contacted to update ~~his~~their application, and staff will reaffirm the applicant's eligibility, interest, and need for housing.

#### **SECTION 4: SELECTION OF FAMILIES**

Family selection will be made by staff from the top of the waiting lists of eligible applicants. ~~Final approval of selected applicants will be made by the Executive Director prior to execution of the lease or MHO Agreement.~~ The rating of each applicant will be done at the time of application and may be revised whenever family circumstances change. In selecting participants for the program, staff will take into consideration the following factors:

A. Selection Preferences ~~(formerly listed as Federal Preferences in 24 CFR 950.304-7)~~: First preference shall be given to Coquille Indian Tribal members ~~and then members of the Confederated Tribes of the Coos, Lower Umpqua and Siuslaw Indians~~ and then other eligible Indian applicants. An applicant qualifies for a Selection Preference if:

- 1) The applicant has been involuntarily displaced and is not living in standard, permanent replacement housing, or within no more than six months from the date of certification or verification, the applicant will be displaced (as defined in 24 CFR Part 5.420);
- 2) the applicant is living in substandard housing (as defined in 24 CFR Part 5.425); or
- 3) the applicant is paying more than 50% of family income for rent (as defined in 24 CFR Part 5.430);
- 4) the applicant family lives with the five-county service area;

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- 5) the applicant family is Elderly (as defined in 24 CFR 5.403); and/or
- 6) the applicant family has one or more dependents (as defined in 24 CFR 5.603).

Preference standards are listed in Appendix B.

Staff will inform all applicants of the availability of Selection Preferences and will give all applicants an opportunity to provide verification that they qualify for a Selection Preference. Staff will verify information provided by the applicant and will determine if the applicant qualifies for a Selection Preference. Once a determination is made, staff will notify the applicant of the determination.

Staff may provide for circumstances in which applicants who do not qualify for a Selection Preference are admitted before applicants who are so qualified. Certain applicants may be selected for housing using these criteria:

- Attending college on a full-time basis,
- Needing emergency housing, or
- having other unique circumstances.

B. An applicant will be offered no more than two homes. The applicant has the option of rejecting the first home and awaiting notification of the second available home. Should the applicant reject the second home, the applicant will be placed at the bottom of the waiting list and the date and time of rejection of the second available home will apply to their application. The applicant will not qualify for Selection Preferences when placed back on the bottom of the waiting list.

C. Prior to admission, a HomeGO applicant for a Mutual Help home must sign a letter of intent to enter into a Lease or a Mutual Help and Occupancy Agreement (MHOA), attend mandatory counseling training sessions that describe their obligations and be willing and able to make the required Mutual Help HomeGO contribution.

## **SECTION 5: USE OF THE HOME**

- A. Tenants, Homebuyers-homebuyers, and the housing-Housing authority-Authority are jointly responsible to the Tribe and future generations for ensuring that the homes are used properly and are well maintained.
- B. It is the responsibility of each resident to show respect for the housing program and- appreciation for his low housing cost by keeping theirhis unit and grounds in a decent, safe and sanitary condition at all times.

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- C. When the need for maintenance arises ~~from time to time~~, tenants are expected to inform the ~~housing authority~~Housing Authority promptly and Homebuyers are expected to perform necessary maintenance in a timely manner.
- D. Instances of serious abuse or misuse of the home, or failure by the Homebuyer to provide basic routine or non-routine maintenance are causes for termination from the housing program.
- E. A condition for selection is that the family agrees to use the home as their principal residence during the term of the Lease or MHO-HomeGO Agreement for at least nine months of the year. Ownership or use of a residence other than the ~~housing authority~~Housing Authority's home could disqualify a family from the program. However, there are two situations that do not violate the principal residence requirement, for example:
- 1) Use of a secondary home that is necessary for the family's livelihood or for cultural preservation is acceptable.
  - 2) A Homebuyer family's temporary absence from their home, and related subleasing of it, is acceptable if it is done for reasons and time periods prescribed in the sublease section of this policy.
- F. A resident may request prior approval from the Executive Director to operate a small business in ~~his~~their unit. The Executive Director may grant this privilege when the resident provides the following assurances and meets the following conditions:
- 1) The unit will remain the resident's principal place of residence.
  - 2) The business activity will not disrupt the basic residential nature of the housing site or disturb others and is within all the CIHA policies.
  - 3) The business will not require permanent structural changes to the unit that will adversely affect a future resident's use of the unit.
  - 4) After the first six months of operations, the business must be profitable as verified by CIHA during family recertification.

CIHA may rescind this privilege if these conditions are not met.

**SECTION 6: INCOME**

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- A. Annual income is the anticipated total income from all sources received by the family head and spouse (even if temporarily absent) and by each additional member of the family age 18 and over. This includes all net income derived from assets, for the twelve-month period following the effective date of the initial determination or recertification of income. HUD may allow certain types of income to be excluded, such as some per capita payments, and staff is to make all allowable exclusions. Annual income is defined by 24 CFR Part 5 Subpart F (5.609).
- B. Income includes, but is not limited to the following:
- 1) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commission fees, tips and bonuses, and other compensation for personal services for all household members.
  - 2) The net income from operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness cannot be used as deductions in determining net income. An allowance of depreciation of assets used in a business or profession may be deducted, based on a straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawals of cash or assets from operation of a business or profession will be included as income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
  - 3) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness cannot be used as a deduction in determining net income. An allowance for depreciation is permitted only as authorized in the preceding paragraph. The costs that would be incurred in disposing of the assets will be excluded from the income. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is a reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income will include the greater of the actual income derived from all net family assets, or a percentage of the value of such assets based on the current passbook savings rates determined by HUD.
  - 4) The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including a lump sum payment or the prospective monthly amounts for the delayed start of a periodic payment.
  - 5) Payments in lieu of earnings such as unemployment and disability compensation, worker's compensation and severance pay. An exception to this is stated in C(3), below.

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- 6) Periodic and determinable allowances such as alimony and child support payments and regular contributions or gifts received from persons not residing in the unit.
- 7)- All regular pay, special pay and allowances of a member of the Armed Forces.
- 8) Any earned income tax credit to the extent that it exceeds income tax liability.

C. The following are excluded from annual family income:

- 1) Income from employment of children (including foster children) under the age of 18.
- 2) Payments received for the care of foster children.
- 3) Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and workers compensation), capital gains and settlement for personal or property losses.
- 4) Amounts received by the family that are specifically for or in reimbursement of the cost of medical expenses for any family member.
- 5) The income of a live-in aide is not counted as income.
- 6) Amounts of educational scholarships paid directly to the student or the educational institution and amounts paid by the government to a veteran for use in meeting the costs of tuition, fees, books, equipment, materials, supplies, transportation, and miscellaneous personal expenses of the student. Any amount of such scholarship or payment to a veteran not used for the above purposes that is available for subsistence is to be included as income.
- 7) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
- 8) Amounts received under training programs funded by HUD.
- 9) Amounts received by a disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency.
- 10) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program.



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- 11) Temporary, non-recurring or sporadic income, (including gifts).
- 12) Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance under the United States Housing Act of 1937. The different types of income that are subject to such exclusion are defined in 24 CFR Part 5. 609 (c).

D. If it is not feasible to anticipate a level of income over a twelve-month period, the income anticipated for a shorter period may be annualized, subject to a redetermination at the end of the shorter period.

**SECTION 7: CERTIFICATION AND RECERTIFICATION OF INCOME**

Families will certify and staff will verify a selected family's composition, income and earnings prior to initial occupancy and will annually recertify their income for the purpose of adjusting payments based on changes in income and earnings.

- A. In verifying and certifying income for eligibility or payments, appropriate authorizations for release of information must be obtained from all adult family members. Written consent must be provided to staff so information can be obtained from employers and from local, state, and federal agencies providing payments to families. 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.
- B. The purpose of annual recertification of income is to establish a fair share payment for the family based solely on their income. If, in the period between recertifications, circumstances result in the family receiving substantially less or substantially more income than that projected at the time of its previous recertification, an adjustment or interim recertification will be made. Adjustments will be made only after a thorough review of the household's income, and will be made on a case by case basis.
- C. Residents are to report all changes in family composition, income and assets as they occur.
- D. During any recertification or interim recertification, if a family reports that they have no income or an inadequate amount (such as unemployment), an interim recertification will be scheduled and completed every sixty days.
- E. At the time of each recertification, staff will determine if the family is eligible for ~~the any~~ available CIHA ~~Financing Program~~ emergency assistance program(s) and inform the family of the same.

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**SECTION 8: DEDUCTIONS**

Deductions from a total family income will be made as follows:

- A. \$480 for each dependent,
- B. \$400 for an Elderly family, and
- C. Medical expenses:
  - 1) For any elderly family a medical deduction will be given for medical expenses which exceed three percent (3%) of their gross family income. Medical expenses are those medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed and that are not covered by insurance.
  - 2) ~~Handicapped-Disability~~ assistance expenses greater than or equal to three percent of annual income. An allowance for ~~handicapped-disability~~ assistance expenses computed as provided in this section, plus an allowance for medical expenses, for any elderly family, that is equal to the family's medical expenses and that has ~~handicapped-disability~~ assistance expenses that are less than three percent of annual income. An allowance for combined ~~handicapped-disability~~ assistance expenses and medical expenses that is equal to the amount by which the sum of these expenses exceeds three percent of annual income.
- D. Child care expenses of children under 13 years of age where necessary to enable a family member to be gainfully employed or to further ~~his~~their education. The amount deducted cannot exceed the amount of income derived from such employment.
- E. Staff will also deduct for excessive travel expenses, instead of the child care deduction, if they are greater than child care expenses, but not to exceed \$25.00 per week. This deduction may only be approved for employment or educational related travel. Staff may request the resident to maintain a mileage log or provide receipts to verify this deduction.

~~Handicapped-Disability~~ Assistance Expenses are reasonable expenses that are anticipated during the period for which annual income is computed for attendant care and auxiliary apparatus for a ~~handicapped-or~~ disabled family member. These must be determined to be necessary to enable a family member (including the ~~handicapped-or~~ disabled member) to be employed. In order to qualify under this provision these expense may not be paid to a member of the family nor reimbursed from outside sources.

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**SECTION 9: REQUIRED MONTHLY PAYMENTS**

A. Amount of required monthly payment

Each tenant will make a required monthly payment based on ~~his~~their household's annual income and the following factors:

- 1) Annual income minus any deductions (adjusted family income) and,
- 2) Multiplying the adjusted family income by a maximum of 30% and,
- 3) Subtracting the utility allowance for each Tenant's unit as established in the approved schedule of utility allowances.

B. Each Homebuyer will make a required monthly payment as established by the Home Grant and Occupancy Agreement.~~based on his family/household's annual income and the following factors:~~

- ~~1) Annual income minus any deductions (adjusted family income) and,~~
- ~~2) Multiplying the adjusted family income by a minimum of 15% and,~~
- ~~3) Subtracting the utility allowance for each Homebuyer's unit as established in the approved schedule of utility allowances.~~

~~C. Minimum required monthly payment~~

~~Each Homebuyer will be required to make a monthly payment of no less than the administration charge, currently \$\_\_\_\_\_.~~

~~Staff calculates the amount of the deduction for the estimated monthly cost of utilities (water, sewer, gas, electricity, or other heating and cooking fuels).~~ The resident is required to pay actual utility costs directly to the utility companies, with the exception of utility costs contracted directly by the CIHA.

Payments are due on the first day of the month and will be collected following the Collection and Eviction Policy.

**SECTION 10: PROGRAM TRANSFERS**

Voluntary transfers of residents within or between projects is allowed upon written approval of the Executive Director. The resident requesting a transfer must complete an application that will

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be approved based on the following criteria. Approved applications will be placed on a transfer waiting list. Priority on the list will be based on date and time of the transfer application.

- A. Transfers must be based on overcrowding or under-utilization of the unit, a change of the location of employment or a documented medical need for a transfer, including a ~~handicapped-disabled~~ family's ~~requiring a need to~~ transfer to a unit which better accommodates their ~~handicap~~accessibility needs.
- B. In cases of overcrowding, staff will evaluate a Homebuyer family's financial ability to enlarge its current unit. Transfers would only be authorized if staff has determined that the Homebuyer family is financially incapable of remedying the overcrowded condition.
- C. The resident must have a good payment history and have all accounts current, including any payback agreements. Homebuyers must have been employed for one year.
- D. The current unit must have been used and maintained in an acceptable manner. If the above three criteria are met, an inspection will be conducted to determine the condition of the unit. If the unit meets standards for acceptable use and maintenance in the case of Homebuyers, the applicant will be placed on the transfer waiting list.
- E. When a unit becomes available for the resident to transfer to, the applicant will be given a 30-day notice to move-in to the new unit. At the time of the transfer, the move out inspection must accurately reflect that the transfer ~~applicant's-applicant's~~ unit does not require any damage repair or Homebuyer maintenance to be performed by ~~staff~~CIHA.
- F. In the case of Homebuyer transfers the HomeGO Agreement will be adjusted to the purchase price of the new unit. ~~The and~~ interest rate will be based on the Homebuyer's previous purchase price schedule. The effective date of the Purchase Price Schedule will be the original date of the transferred Homebuyer's initial occupancy. Homebuyers will therefore be given credit for their previous occupancy in the ~~MHO-Help~~HomeGO Program.

**SECTION 11: UNIT INSPECTIONS**

Staff will inspect each home annually to assure that it is properly used and that it is maintained in good condition. The Executive Director will adopt inspection standards that are equal to or better than federal Section 8 Housing Quality Standards. They must be specific enough so a reasonable person can tell the difference between normal wear and tear and excessive use. Residents are obligated under this policy to participate in pre-occupancy, annual, pre-move out and final move out inspections. Failure of a Homebuyer to participate in the required inspections may result in termination of the ~~MHO-HomeGO~~HomeGO Agreement pursuant to this policy.

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- A. Pre-occupancy inspections: Prior to the move in or no later than the date of occupancy, the resident and staff will conduct a pre-occupancy inspection to document the existing condition of the home. The pre-occupancy inspection will become part of the resident's file and will be used for future reference, should the resident or ~~housing authority~~Housing Authority terminate the Lease or ~~MHO-HomeGO~~ Agreement.
- B. Annual inspections: The resident and staff, will conduct an annual inspection (six months for new residents) of each home to ensure that it is being properly used and maintained. The annual inspection also documents the condition of the home for the resident's file and provides staff with a basis for providing ~~counseling~~guidance on home use or maintenance.
- C. Compliance inspections: Staff has the right and obligation to make inspections of a home at any time, with prior notification to the residents, if staff has reason to believe that part of the interior or exterior of the home is not maintained in a decent, safe, clean, and sanitary condition. Notification will be in writing giving the resident at least 24 hours' prior notice of the inspection.

An inspection may result in mandatory maintenance being required of a Homebuyer on ~~his~~their unit. In this case, a plan of action will be developed between staff and the Homebuyer listing specific maintenance actions needed and target dates. Staff will follow up with subsequent inspections on those dates to assure necessary compliance by the Homebuyer (see Section 12 on Homebuyer Responsibility for Maintenance).

Staff may elect to perform inspections once every three years for Homebuyers who meet their responsibility for maintaining the home in a decent, safe, and sanitary manner as determined by two years of annual inspections with no deficiencies. Staff will withdraw the three-year inspection and revert to annual inspections if staff finds that the Homebuyer is not performing ~~their~~his responsibility for maintenance, based on an inspection and/or counseling session that reveals deficiencies.

- D. Pre-move out inspections: The pre-move out inspection is scheduled at the time the resident ~~provides~~notifies ~~CIHA~~staff with ~~his~~ thirty (30) day notice of intent to move out and terminate ~~their~~his lease-Lease or ~~HomeGO~~MHO Agreement. The pre-move out inspection is conducted to provide the resident with ~~assistance~~guidance regarding maintenance items that are required to be repaired/replaced or cleaned prior to the ~~housing authority~~Housing Authority regaining possession of the home.
- E. Final move-out inspection: The final move out inspection documents the condition of the home at the time the ~~housing authority~~Housing Authority regains possession of the home. Any items needing repair or replacement beyond normal wear and tear, or cleaning will be documented for the resident's file. Any charges for rehabilitation of the home will be made according to this policy. All keys will be returned or the resident will be charged for changing the lock.

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F. Termination inspections: Staff will perform an inspection of the premises whenever it takes action to terminate a Lease or ~~MHO-HomeGO~~ Agreement. The premises may be inspected prior to the resident moving out.

**SECTION 12: HOMEBUYER RESPONSIBILITY FOR MAINTENANCE**

The ~~housing authority~~Housing Authority is responsible for providing maintenance for all rental units.

The Homebuyer shall be responsible for the routine and non-routine care and maintenance of the home, including all repairs and replacements (including repairs and replacements necessitated by damage from any cause). ~~The~~ CIHA shall not be obligated to pay for or to provide any maintenance of the home other than the correction of warranty items reported prior to execution of the HomeGO Agreement~~during the applicable warranty period.~~

The ~~housing authority~~Housing Authority and Homebuyers are responsible to the Tribe and future generations for ensuring that the homes are well maintained. Instances of serious abuse or misuse of the home, or failure by the Homebuyer to provide basic routine or non-routine maintenance are causes for termination. Costs will be charged to the Homebuyer if work has to be performed by the ~~housing authority~~Housing Authority. The procedures listed below will be followed when staff determines that the Homebuyer has failed to perform the required maintenance:

- A. Immediately upon determination by staff that the Homebuyer has failed to adequately perform maintenance, staff will require the Homebuyer to agree to a specific, negotiated plan of action, including target dates, to cure the breach and to assure future compliance. The plan will state the specific maintenance work to be done within a reasonable time by the Homebuyer, ~~with such use of the Homebuyer's MEPA account as may be necessary,~~ or to be done by the ~~housing authority~~Housing Authority and charged to the Homebuyer's ~~MEPA account~~. If the Homebuyer does not agree to a plan to cure the default or if the Homebuyer fails to carry out the agreed to plan, the Homebuyer agreement will be terminated.
- B. If staff determines that the condition of the property creates a hazard to the life, health or safety of the occupants, or if there is an immediate risk of serious damage to the property if the condition is not corrected, the corrective work will be promptly completed by the ~~housing authority~~Housing Authority ~~with such use of the Homebuyer's accounts as may be necessary.~~ All costs ~~in excess of the Homebuyer accounts~~ will be charged to the Homebuyer directly and must be paid in conformance with the Collections and Evictions policy.

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Additions or structural changes to the home may be made only with prior written approval of the Executive Director. The Executive Director and the resident will ensure that such changes will not:

- ❖ Impair the value of the home, the surrounding homes or the project, nor
- ❖ Impair the use of the home for residential purposes, nor violate code requirements as to design and construction.

**SECTION 13: ~~COUNSELING~~TENANT EDUCATION**

Each resident is required to participate in and cooperate fully in all official pre- and post-occupancy ~~counseling education and training~~ activities. Failure, without good cause, to participate in ~~the required tenant education and/or training session~~~~counseling program~~ constitutes a breach of Lease and ~~MHO~~HomeGO Agreements.

- A. Pre-occupancy ~~counseling instruction~~: The pre-occupancy ~~counseling instruction~~ session takes place prior to execution of ~~the~~ Lease or ~~MHO~~HomeGO Agreement. This session informs the applicant of program requirements and procedures plus instructions on the proper use of appliances and equipment. Specifically, the Lease or ~~MHO~~HomeGO Agreement is reviewed and staff will answer any questions to ensure that the resident ~~realizes~~recognizes and understands ~~his~~their responsibilities.
- B. Post-occupancy ~~counseling instruction~~: Post occupancy ~~counseling instruction~~ includes one-on-one or group sessions on program requirements, use, maintenance and budgeting.
- 1) Program ~~education~~~~counseling~~ ensures that ~~the~~ Homebuyers are fully aware of their responsibilities under the HomeGO program. ~~Staff will review~~ ~~The~~ program ~~requirements~~~~is reviewed again~~ with the resident ~~as needed~~ ~~with staff available~~ to ~~address required corrective actions and~~ answer any questions ~~the Homebuyer may have~~.
  - 2) Use and maintenance ~~counseling instruction~~, including ~~instructions~~guidance on proper use of appliances and equipment, is provided to the tenant or Homebuyer at their request and/or when it becomes evident that a resident is not properly using or maintaining ~~his~~their home. Homebuyer advice in maintenance includes, but is not limited to, furnace and water heater repair, plumbing, window, sheet rock and carpet and linoleum replacement.
  - 3) Budgeting ~~counseling advice~~ is provided at the request of a resident or if an inadequate payment history becomes apparent. ~~Budget counseling attempts~~ Budgeting instruction is intended to provide realistic budget advice within the resident's income and expenditures.

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**SECTION 14: PROGRAM VIOLATIONS**

Program violations are not always intentional and may result from a lack of understanding of program requirements on the part of residents or staff. Other violations are a result of disregard or are intentional for a variety of reasons. Since it is not easy to tell the difference, it is important that violations be dealt with promptly and in a firm but fair manner. Staff will always provide equal treatment and due process and will always inform residents of their right to an informal resolution or formal hearing under the Adverse Action Appeals (AAA) procedures if they disagree with the staff imposed correction of violations.

**RESIDENTS COMMIT A PROGRAM VIOLATION BY:**

- Failing to submit requested verifications in a timely manner,
- failing to provide verification of ~~social~~Social security~~Security numbers~~Numbers,
- failing to complete recertifications,
- failing to report changes in income and/or assets of household members in a timely manner,
- vacating the unit in violation of the Lease or ~~MHO~~HomeGO Agreement,
- failing to keep utilities in service to the unit,
- failing to use or maintain the home and/or property as required,
- conducting themselves personally in a manner that is disruptive of their neighbors' right to "quiet enjoyment" of their homes, or
- non-payment or other violations of the Lease or ~~MHO~~HomeGO Agreement.

**RESIDENTS COMMIT A CRIMINAL VIOLATION BY ACTIONS SUCH AS THE FOLLOWING:**

- Knowingly omitting income or assets of self or household members,
- knowingly under-reporting income or assets of self or household members,
- transferring income or assets to obtain or retain false eligibility,



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- overstating deductions, allowances or expenses,
- using a false identity or false ~~social~~Social ~~security~~Security ~~number~~Number,
- using false documents,
- falsifying the number of household members, etc.
- intentionally damaging or vandalizing the dwelling.

If a resident commits a program violation, staff will notify the resident of the violation in writing. The resident will also be offered an opportunity for ~~an informal hearing~~review as provided in the AAA policy and a jointly agreed workout plan may be developed to correct the violation. Staff may also provide ~~counseling instruction~~ to prevent further violations. If corrections are not forthcoming, termination from the program will result.

Any cases in which evidence indicates a fraudulent criminal violation has occurred will be referred for criminal prosecution.

**SECTION 15: TERMINATION**

The resident is responsible to provide staff with a thirty day written notice of ~~his~~their intent to terminate the Lease or MHOHomeGO Agreement. Upon receipt of the notice, staff will schedule a pre-move out inspection which will allow the resident to provide needed repairs or replacements, if any, prior to vacating the unit.

If a resident vacates the home without notice to staff, the resident will remain subject to the obligations of the Lease or MHOHomeGO Agreement. This includes the obligation to make monthly payment until staff can terminate the Lease or MHOHomeGO Agreement in writing. Notice from the ~~housing authority~~Housing Authority to terminate the Lease or MHOHomeGO Agreement will be communicated to the extent feasible.

~~**SECTION 16: MONTHLY EQUITY PAYMENT ACCOUNT (MEPA) USE**~~

~~A. Use of the MEPA will be limited and approved only in a case by case basis by the Board of Commissioners. The following conditions must apply for this approval:~~

- ~~1) If a Homebuyer has a demonstrated history of fulfilling all requirements of the MHO Agreement, including specifically being fully current with monthly payments, the~~

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~~Homebuyer may request and be authorized use of MEPA funds for improvements and enlargements of the home.~~

- ~~2) If staff determines that the condition of a property creates a hazard to the life, health or safety of the Homebuyer and/or his family, or if there is an immediate risk of serious damage to the property if the condition is not corrected, the corrective work will be completed promptly by the Homebuyer with such use of the Homebuyer's MEPA as staff may determine to be necessary, or by staff with the charge of the cost to the Homebuyer's MEPA.~~
- ~~3) Use of a Homebuyer's MEPA for emergency payments allowable as defined in the Collections and Evictions Policy.~~

~~B. If an MHO Agreement is terminated by the Homebuyer or staff, the money in the Homebuyer's reserves and accounts will be disposed of as follows:~~

- ~~1) The MEPA will be charged with any deferred maintenance and replacement costs, (including repairs and repainting when necessary), incurred by the CIHA, including required monthly payments.~~
- ~~2) If, after making the charges in the above paragraph, there is a debit balance in the MEPA, staff will charge that debit balance, first to the Voluntary Equity Payment Account (VEPA), and second to the Refundable MH Reserve, to the extent of the credit balances in such reserves and accounts. If the debit balance in the MEPA exceeds the sum of the credit balances in the VEPA and Refundable and Nonrefundable MH Reserves, the Homebuyer will be required to pay the housing authority the amount of any negative balance.~~
- ~~3) If, after making the charges in 1) above, there is a credit balance in the MEPA, VEPA, or Refundable Reserve, the Homebuyer will be refunded the balance. No amount of the Nonrefundable Reserve will be refunded, but instead will be used for the subsequent Homebuyer.~~

Staff will terminate the agreement of any Homebuyer who has committed the following:

- breached ~~his~~their ~~MHO~~HomeGO Agreement,
- breached any section of this Policy, or
- who has failed to provide accurate information on the application or subsequent reexamination.

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This termination will be with a thirty day written notice. The Homebuyer will be allowed to rectify the breach or violation within thirty days, or request a hearing through the AAA procedure. If the Homebuyer does not request a hearing or correct the deficiencies as noted in the Notice of Termination within the thirty days, the [MHQHomeGO](#) Agreement is automatically terminated.

**SECTION 17: HOMEBUYER SUBLEASE POLICY**

The purpose of the sublease policy is to enable Homebuyers to sublease their homes when obtaining education, employment, or medical care that they would not otherwise be able to obtain due to the geographical location of their home, and/or short term military duty. The request to sublease must be submitted at least 60 days prior to Homebuyer relocating.

The Homebuyer agrees in their Homebuyer Agreement not to sublet the home without prior written approval of the CIHA. Once the approval has been granted the Homebuyer will still be responsible for making the required monthly payments and for maintenance of the unit during the term of the sublease.

**Situations Justifying Approval of a Sublease Request:**

The Homebuyer may be granted written approval to enter into a Sublease Agreement in the following situations:

- A. Education: The Homebuyer who wants to attend a recognized educational institution, such as college (undergraduate/graduate), community college, skill centers, private business schools, or vocational institutions for the purpose of obtaining a degree or certification.
- B. Employment: A Homebuyer who takes a full time job out of the geographical area of ~~his~~[their](#) home
- C. Medical Care: Approval will be dependent upon a doctor's written recommendation that the Homebuyer needs to leave the area for medical reasons, such as hospitalization and/or therapy in a situation that is not permanent.
- D. Military: Temporary duty assignment with a copy of the orders being placed in the Homebuyer's file.

**Request for Sublease:**

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- A. Prior Approval: The Homebuyer is required to submit a copy of the proposed lease agreement at least 30 days prior to the Tenant move-in date for review and approval by CIHA. The 30-day period allows staff to review all requirements to assure that the ~~housing authority~~Housing Authority has the right to step in and void the lease if program violations occur.
  
- B. Sublease Agreement: The pre-approved agreement must be in compliance with ~~housing authority~~Housing Authority rules, regulations and policies. It does not release the Homebuyer or the Sublessee from responsibility for keeping the unit in good repair or from performing any or all required maintenance.

**Homebuyer's Account Must Be Current:**

CIHA will not approve requests for subleases if the Homebuyer is in arrears. A sublease will be allowed only if all accounts are current. In the event of an emergency, CIHA and the Homebuyer may arrange an acceptable payback agreement.

**Maximum Term of a Sublease Agreement:**

Upon CIHA's written approval of a sublease, the Homebuyer may enter into a sublease for an initial term of one year. The sublease will then be reviewed by CIHA and may be approved for renewal on an annual basis up to a maximum term of five consecutive years. CIHA shall not unreasonably withhold approval for sublease renewal.

**Selection of the Sublessee:**

- A. In the event that a Homebuyer does not have prospective sublessees, ~~applicant's names~~ from the waiting list may be referred on a voluntary basis ~~will be provided~~ at the request of the Homebuyer.
  
- B. Ineligible subleases include leasing to private or public corporations as well as either profit or non-profit organizations.

**Homebuyer's Continued Occupancy-Recertification Obligation:**

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- A. Recertification: When the Homebuyer enters into a Sublease Agreement, ~~he/she~~they will still be required to be recertified for continued occupancy on an annual basis as described in this policy.
- B. Rental Income: All of ~~the~~ rental revenue/income will be ~~figured into~~included in the Homebuyer's Annual Income during ~~the at~~ recertification ~~period, which may result in a change of the required monthly payments.~~

**Security Deposits:**

It is the responsibility of the Homebuyer to ~~establish any required~~ determine how much of a security deposit ~~is required.~~ ~~The CIHA suggests that~~ The Landlord/Homebuyer may refer to ~~obtain a copy of this~~the State's Landlord/Tenant Law for guidance and follow it closely.

**Payments:**

- A. Homebuyer Payment: It is the responsibility of the Homebuyer to make the required full payments on time each month to the Housing Authority.
- B. Sublessee Payments: The sublessees may make their payments directly to the Homebuyer per the sublease agreement or as they may otherwise be directed to make payment in any agreement they make with the Homebuyer.

~~**Application of Required Payment:-**~~

~~The Homebuyer's monthly payment will still be applied towards the Homebuyer's administrative charge and MEPA account, as before.~~

**Expiration of Sublease Term:**

- A. The Homebuyer is responsible for requesting renewal of the sublease at least 60 days prior to the annual expiration of the sublease. The sublease agreement shall terminate automatically without continued approval. The Homebuyer must give CIHA at least 60 days written notice prior to date of desired re-occupancy, or to request an extension.
- B. If CIHA decides that the Sublease arrangement should not continue, the Homebuyer will be notified in writing of the CIHA's decision in the matter and be given the opportunity to re-occupy the unit as ~~his~~their principle place of residence.

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- C. If the Homebuyer declines to re-occupy the home, the Homebuyer Agreement may be terminated. The CIHA may take possession of the unit, evaluate the condition of the home and review the waiting list for eligible applicants.
- D. The Landlord/Homebuyer will ensure that there are no third party leases or assignments of the home executed during the duration of ~~his~~their absence.

**Termination of the Homebuyer Agreement:**

In the event the Landlord/Homebuyer fails to take action to enforce the terms of the sublease, the Homebuyer may be considered in default of the Homebuyer Agreement. The CIHA reserves the right to enforce the terms of the sublease if the Landlord/Homebuyer fails to act. If ~~the~~ CIHA takes action under these conditions, the Homebuyer will be held liable for all costs incurred.

**Utilities:**

It is the responsibility of the Homebuyer to maintain all utility services whether or not the utility accounts are in the Homebuyer's name. At no time will the CIHA accept responsibility for utility expenses for the unit.

**Alternative:**

The Homebuyer agrees to have CIHA act as ~~his~~their agent. CIHA will select sublessee, complete all necessary background checks and develop the rental/lease agreement. Payments will be made to CIHA as agent of Homebuyer, and distribution of payment will be made as agreed ~~to~~ by CIHA and Homebuyer.

**Review Of Sublease By Board Of Commissioners:**

A Homebuyer may request review by the CIHA Board of Commissioners if they feel that they are being unreasonably denied permission to sublease their home.

**SECTION 18: SUCCESSORSHIP**

**A. INTRODUCTION**

This policy governs the successorship of homes under ~~Mutual Help and NAHASDA funded the HomeGO~~ homebuyer programs. This policy refers to homebuyers involved in such programs as “Participants”.

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**B. PRESUMPTIVE SUCCESSORS / DESIGNATION OF SUCCESSORS**

- 1) Unless a Participant directs CIHA otherwise in writing, the Coquille Tribal member spouse of a Participant will succeed to a Participant's interest.
- 2) Unless a Participant directs CIHA otherwise in writing, the legal children of a Participant (as defined under Tribal law) will succeed to a Participant's interest when the Participant's spouse, if any, is ineligible for succession, provided that (1) such children are otherwise qualified; (2) if such children are less than 18 years of age, a guardian is first appointed by a court of competent jurisdiction and is authorized to perform the obligations of such children under this policy; (3) such guardian executes agreements or other documentation prepared by CIHA, and does so on behalf of the children; and, (4) an adult with the legal custody of or guardianship over all of the children resides continuously in the home. CIHA may initiate proceedings in Tribal Court if it determines that any such guardian is not performing the obligations under any agreement with or policy of CIHA.
- 3) Participants may designate up to ten Tribal members as successors to their interest under their home purchase contract. The designees will be listed on an enumerated form prepared by CIHA (the "Successorship List"). Designees must be at least 18 years of age at the time they are placed on this list. The form may be incorporated into the homebuyer contract.
- 4) Changes to Successorship List. A Participant may revise his/her/their Successorship List at any time by signing a Successorship Revision form and submitting it to CIHA.
  - a. Changes to a Mentally Incapacitated Person's Successorship List. A guardian appointed by a state or tribal court, and who is also not a designee listed in the Successorship list, must sign a Successorship Revision form on behalf of a mentally incapacitated Participant. If such a guardian is included or proposed to be included in the Successorship List, then he/she must provide the CIHA Board a description of his/her/their interest in the Successorship List and the CIHA Board must approve any such revisions.
  - b. Non-Tribal Member Surviving Spouses. A non-Tribal member surviving spouse may not revise the Successorship List created by his/her/their deceased spouse.

**C. QUALIFYING EVENTS**

Successorship will be allowed if any of the following qualifying events occur:

- 1) Death of a Participant, or

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- 2) Mental/Physical Incapacity of a Participant. CIHA is committed to honoring all applicable nondiscrimination requirements. However, from time to time a mentally or physically incapacitated person might voluntarily choose to leave their CIHA residence. In such instances, CIHA wishes to allow for succession of the residence in accordance with a Participant's wishes.
- a. If the Participant has a mental incapacity, then, for succession to occur, a guardian appointed by a court of competent jurisdiction must complete a signed statement indicating that it is in the Participant's best interests to leave the residence and one of the following must also apply:
    - i. The guardian must sign a sworn statement saying that he/she will receive no personal benefit because of the Participant's decision to leave the residence (a personal benefit includes listing the guardian on the Successorship List), or
    - ii. If the guardian would receive a personal benefit because of the Participant's decision to leave the residence, then the CIHA Board must concur that the move is in the Participant's best interests, after reviewing the facts of the situation.
  - b. If the Participant does not have a mental incapacity, then no special procedures apply.

**D. SURVIVING SPOUSES**

- 1) If a qualifying event occurs, a surviving spouse may:
- a. Succeed to the ~~Mutual Help or~~ HomeGO contract if the surviving spouse is otherwise eligible, or
  - b. If the family's income is no longer adequate to sustain purchase, the family may make ~~a smaller payment under the Mutual Help or HomeGO contract or transition~~convert to the Low Rent program with CIHA's approval. ~~—With CIHA's approval, a surviving spouse who is unable to make the minimum payment under the Low Rent program may utilize up to 100% of the paid equity account balance existing at the time of the qualifying event (less rehabilitation costs) to make such payments. The surviving spouse must sign any additional documents prepared by CIHA for this option to occur.~~



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~~2) Notwithstanding the above subparagraphs, if the family becomes a non-Indian family at the time of a qualifying event, then CIHA must determine that the family's housing needs cannot be reasonably met without such assistance, and that the presence of the family on Coquille Tribal Lands is essential to the well-being of the Tribe.~~

**E. SELECTION OF SUCCESSOR**

- 1) If the deceased/incapacitated Participant does not have a spouse or any minor children living in the home, CIHA will contact the enumerated successors in order of their position on the Successorship List. Only those successors meeting CIHA eligibility guidelines shall take over the former Participant's contract. If a named successor is ineligible then CIHA will offer that person the opportunity to purchase the unit in an "as is" condition, at the original purchase price less paid and vested equity, provided that the named successor is also a Tribal member. For example, if the designee listed first does not meet CIHA income eligibility guidelines (but is a Tribal member), then CIHA will offer him/her the opportunity to purchase the residence. If that first listed successor declines this offer, then CIHA will consider the next person listed. CIHA will continue down the Successorship List until it finds an eligible designee or an income ineligible person who is willing to purchase the home. If an eligible designee does not wish to become the successor participant, CIHA will continue until either the list is exhausted or an eligible designee is found who wishes to become the successor.
- 2) If CIHA exhausts the list of named successors and does not find an eligible successor, then CIHA will terminate the homebuyer contract.

~~**F. IMPROVEMENTS**~~

~~Upon termination of a homebuyer contract, CIHA may credit a portion of the appraised value of structural and landscaping improvements, made in accordance with CIHA improvement policies, to the Participant's equity account, not to exceed the HUD-defined DC&E limit.~~

~~**G. EQUITY**~~

- ~~1) In the event of a contract termination, CIHA will return the paid equity balance (less rehabilitation costs) to the former Participant, or at the Participant's option, will pass all equity (less rehabilitation costs) to the successor.~~
- ~~2) A state or tribal court appointed guardian must sign his/her approval for the transfer of equity to a successor of a living mentally incapacitated Participant.~~

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- ~~3) If a Participant is deceased and has no eligible successor, CIHA will distribute the amounts remaining in that person's paid equity account (after applying the charges described in this policy) to his/her estate.~~
- ~~4) If a voluntary termination precipitated by incapacity occurs and insufficient equity exists to rehabilitate the unit, CIHA may require a successor to accept the unit in an "as is" condition and to rehabilitate the unit at the successor's cost within a reasonable amount of time, as determined by CIHA.~~

#### H. DOCUMENTATION

CIHA may require successors and Participants to produce and/or sign any documentation to fulfill the requirements of this Policy.

#### **SECTION 19: PURCHASE PRICE, PURCHASE PRICE SCHEDULE AND TRANSFER OF OWNERSHIP**

The ~~Mutual Help~~HomeGO Homebuyer Program provides the family the opportunity to purchase the dwelling under terms of the ~~Mutual Help~~Home Grant and Occupancy Agreement. The ~~MHO~~HomeGO Agreement is a lease with an option to purchase, under which the purchase price declines over the period of occupancy. A Homebuyer may purchase the unit at any time during ~~his~~their occupancy by paying the balance of the price owed.

At move-in, staff will furnish each Homebuyer with a statement of the initial purchase price of ~~his~~their home, and a purchase price schedule with        interest. Thereafter, staff will provide an annual statement showing payments made, ~~balances in MEPA~~ and the balance of the purchase schedule.

The purchase price for a subsequent Homebuyer will be determined by the CIHA based on one of the following procedures:

- the current appraised value,
- the current replacement cost, or
- the remaining purchase price of the unit.

Each subsequent Homebuyer will also be provided with ~~his~~their purchase price and a purchase price schedule, under which the purchase price declines over the period of occupancy. ~~His~~Their purchase price schedule also will show the declining purchase price over the term of the ~~MHO~~HomeGO Agreement, beginning with the first day of the month following the effective date of ~~his~~their ~~MHO~~HomeGO Agreement.

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The ~~HomeGO~~MHO Agreement enables the family to achieve Homeownership either after a full twenty-five year period or earlier when ~~the amount in the Homebuyers equity (MEPA and VEPA) meets the purchase price schedule balance~~additional payments to reduce the outstanding principal amount due have been made.

If the Homebuyer is able to obtain outside financing and pays off the balance owed, ~~the~~ CIHA will agree to release the Homebuyer from the ~~MHO-HomeGO~~ Agreement and convey title to the unit. The Homebuyer must also have satisfied current obligations under the ~~MHO-HomeGO~~ Agreement.

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**APPENDIX A: AVERAGE MEDIAN INCOME**

INCOME GUIDELINES FOR LOW INCOME HOUSING PROGRAMS  
FOR FISCAL YEAR 2023

<u>FAMILY COMPOSITION</u>	<u>MAXIMUM GROSS INCOME</u>
1 PERSON	\$53,850
2 PERSONS	\$61,550
3 PERSONS	\$69,250
4 PERSONS	\$77,000
5 PERSONS	\$83,100
6 PERSONS	\$89,250
7 PERSONS	\$95,450
8 PERSONS	\$101,600

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**APPENDIX B: SELECTION PREFERENCE SCORING**

ALL PROGRAMS ARE OPERATED TO FIRST SERVE THE NEEDS OF MEMBERS OF THE COQUILLE INDIAN TRIBE, THEN ~~TO SERVE MEMBERS OF THE CONFEDERATED TRIBES OF THE COOS, LOWER UMPQUA AND SIUSLAW INDIANS AND OTHER INDIANS NEXT~~. THE ~~MUTUAL HELPHOME~~ HOME BUYER PROGRAM IS AVAILABLE ONLY FOR THE BENEFIT OF MEMBERS OF THE COQUILLE INDIAN TRIBE.

**WAITING LIST FOR MEMBERS OF THE COQUILLE INDIAN TRIBE**

<u>SELECTION PREFERENCE</u>	<u>POINTS</u>
Involuntarily Displaced	10
Substandard Housing	10
Paying more than 50% of income for rent	10
Living in the five county service area	1
Not being served by another CIHA housing program	1
Elderly	1
Handicapped	1
Each dependent	1

~~WAITING LIST FOR MEMBERS OF THE CONFEDERATED TRIBES OF THE COOS, LOWER UMPQUA AND SIUSLAW INDIANS~~

<del><u>SELECTION PREFERENCE</u></del>	<del><u>POINTS</u></del>
<del>Involuntarily Displaced</del>	<del>10</del>
<del>Substandard Housing</del>	<del>10</del>
<del>Paying more than 50% of income for rent</del>	<del>10</del>
<del>Elderly</del>	<del>1</del>
<del>Handicapped</del>	<del>1</del>
<del>Each dependent</del>	<del>1</del>

**WAITING LIST FOR OTHER NATIVE AMERICANS**

<u>SELECTION PREFERENCE</u>	<u>POINTS</u>
Involuntarily Displaced	10
Substandard Housing	10
Paying more than 50% of income for rent	10
Elderly	1
Handicapped	1
Each dependent	1

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If there is a tied score, the applicant that has been on the waiting list for the longest period of time based on the date and time the preliminary application was received by CIHA will have priority for housing.

**~~ADA-Section 504 accessible~~certified units will be filled with disabled applicants on a priority basis.**

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**APPENDIX C: SELECTION CRITERIA FOR UNIT BEDROOM SIZE**

In an effort to ensure that overcrowding or underutilization of units is not occurring, staff will use selection criteria for determining the bedroom and unit size needed by applicants on the waiting list.

A. The chart below outlines the minimum and maximum number of family members per bedroom sized home:

NUMBER OF BEDROOMS	NUMBER OF PEOPLE	
	MINIMUM	MAXIMUM
1	1	2
2	2	3 or 4
3	3	5 or 6
4	4	7
5	6	10

B. In addition to the chart, the following will be considered in determining the required bedroom sized per unit application:

- Head of Household/Spouse - 1 bedroom required
- Male member of family other than Head or Spouse - 1 bedroom required
- Female member of family other than Head or Spouse - 1 bedroom required
- Two members of the same sex may share a bedroom

C. Exceptions to the Standards. Exceptions to the occupancy standards may be made for the following:

- 1) Single parent families requiring an additional bedroom, which is not reflected in the schedule,
- 2) the occupancy of extended family members when necessary,
- 3) the recommendation of medical personnel that families require an additional bedroom due to medical reasons,
- 4) possible growth of a potential family, or
- 5) a pregnant single woman.

The age difference between two family members of the same sex, with a minimum age difference of 5 years or greater, will be considered in determining the need for an additional bedroom sized unit.

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**APPENDIX D: SOCIAL SECURITY NUMBER PROCEDURES**

- A. All applicants, residents and all family members over six years of age must provide verification of their Social Security numbers in one of the following ways:
- 1) Photocopies of valid SSN cards issued by the Social Security Administration,
  - 2) valid state driver's licenses disclosing the SSN,
  - 3) valid state identification cards disclosing the SSN,
  - 4) statements or verifications received from the Social Security Administration disclosing the SSN.
- B. Additionally, the following applies to the documentation of SSN's:
- 1) For those family members who do not have a SSN assigned to them, they need to certify to this fact and then apply for SSN's.
  - 2) For those family members who do have a SSN assigned to them and are able to provide the number itself, but are unable to provide documentation at that time, they must certify to this fact. Such family members have 60 days from the date of the certification to provide the documentation of the SSN to staff.
  - 3) Applicants have 60 days from staff's written request, to provide verification of SSN's during which time they will retain their current position on the waiting list. Applicants cannot become residents until the SSN's have been verified or until acceptable documentation has been produced. If an applicant is unable to document the SSN or provide appropriate documentation at the end of 60 days from the date of certification, eligibility will be denied.
  - 4) The head of household or spouse must execute a certification that a family member under the age of 18 years either does not have a SSN or does have a SSN but is unable to provide documentation.

An additional extension of up to 60 days must be provided to an applicant who is 62 years or older for documenting or certifying histheir SSN.

- C. Once a particular family member has documented histheir SSN, reverification or redocumentation of a particular SSN is not required unless:



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- 1) The family adds a new member that is age six or older, then the new member must disclose and document ~~his~~their SSN, or certify that no SSN has been assigned.
- 2) If a family member, age six or older, is assigned a new SSN, then that family member must disclose and document ~~his~~their new SSN.
- 3) If a family member age six or older who previously certified that no SSN had been assigned to him, is subsequently assigned a SSN, then that new SSN must be disclosed and documented.

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**APPENDIX E: PROCEDURES FOR VACATING UNITS**

The purpose of this appendix is to provide procedures that apply to residents vacating their units. The condition standards are the same as those adopted by the Executive Director as inspection standards.

Any amounts to be charged to tenants for repairs and to Homebuyers for deferred maintenance and repairs will be based on the ~~housing authority~~Housing Authority's actual costs incurred. The cost of securing a vacant unit, the cost of notification and associated termination tasks, and the cost of storage and/or disposition of personal property will also be charged to resident accounts. The time lines for the sequence of events are as follows:

- A. The resident notifies staff of the intent to vacate.
- B. Staff schedules an inspection within five days.
- C. Within five working days after the unit's inspection, tenant will be informed of ~~housing authority~~Housing Authority estimates of repairs required and costs.
- D. If a Homebuyer has not completed maintenance and repairs prior to move-out, the Housing Authority will begin repairs as soon as they can be scheduled.
- E. Staff will inspect the work as needed.
- F. Accounting will be notified of the cost of work completed by staff and contractors, if any.
- G. Renters and Homebuyers will be notified of the actual cost of repairs. Final closeout of the Homebuyer's MEPA Account will occur between 30-45 days after notification of completion by maintenance staff. All other deposits will be returned between 30-45 days also.

Staff, accompanied by the renter or Homebuyer (if available), will perform a final inspection of the unit, with both signing and dating the form agreeing to the conditions of the unit.