

Northern Cheyenne Tribal Housing Authority

Admission and Occupancy Policy

These Policies were Approved and Adopted by the NCTHA
Board of Commissioners by Resolution NO.4 - (2006)
on May 15, 2006

SECTION I. ELIGIBILITY FOR ADMISSIONS

- A. The Northern Cheyenne Tribal Housing Authority (NCTHA) will accept applications for admission to its Rental Program from applicants who, at the time of application, meet all of the following requirements:

The applicant must be 18 years of age or older and an enrolled member of the Northern Cheyenne Tribe or an enrolled member of a federally recognized Tribe; and must be income eligible. Prior to occupancy, applicants must provide proof of financial ability to maintain all utility services (See Section VIII. E.6.). A family is defined as one or more persons.

B. **APPLICATIONS FROM PREVIOUS TENANTS**

Applications from previous tenants and homebuyers who still owe money to the NCTHA will be accepted and eligible applicants will be placed on the waiting list; but must either pay 100% of the delinquency prior to occupancy or enter into a NCTHA approved Payment Agreement prior to occupancy.

C. **RIGHT TO REJECT APPLICANTS**

1. The NCTHA has the right to reject applicants where it has determined that admission of the applicant, co-applicant and/or family or household composition members, would be damaging to the health, safety or welfare of other tenants, or the financial stability or physical environment of NCTHA'S housing programs.

2. To determine whether an applicant might damage the health, safety or welfare of other tenants, the NCTHA will consider the following factors:

- a.
 - i. Applicants' past performance in meeting financial responsibilities, ie. credit reports
 - ii. Past history of tenancy, i.e., eviction, voluntary move-out, tenant damages, abandonment, tenant abuse, house-keeping habits and all other pertinent information concerning tenant behavior.
 - iii. NCTHA reserves the right to consider any history of criminal convictions involving crimes of physical violence to persons or property and other criminal acts which would be damaging to the health, safety or welfare of other tenants; including but not limited to drug and sexual crimes and other criminal acts committed by applicants, co-applicants and/or family or household composition members.

- b. Consideration will be given to the time, nature and seriousness of an applicant's behavior and to factors which show a reasonable chance of favorable future behavior or financial responsibility, for example, evidence of rehabilitation; such as treatment for drug and alcohol abuse.
- c. Applicants who have been convicted of a sexual crime and who are required to register as sexual offenders in accordance with the laws of any jurisdiction (tribal, state or federal); or whose co-applicant and/or family or household composition members, have been convicted of a sexual crime and are required to register as sexual offenders in accordance with the laws of any jurisdiction (tribal, state or federal), shall not be eligible for NCTHA housing.
- d. An initial determination of eligibility will be made by the NCTHA Housing Division Manager. Rejected applicants will be notified in writing of the reasons for ineligibility and may appeal that determination by submitting a written appeal to the Executive Director within fifteen (15) calendar days of receiving the notification. If the rejected applicant is dissatisfied with the Executive Director's written decision, he/she may appeal in writing to the NCTHA Board of Commissioners (hereinafter referred to as "Board"), within fifteen (15) calendar days of receiving the Executive Director's decision.
- e. An applicant, who declines an offer of a housing unit because of district preference or number of bedrooms, will not be removed from the waiting list or demoted to a lower position on the waiting list. However, the applicant shall be removed from future consideration for the declined district or for units that have the declined number of bedrooms.

SECTION II. APPLICATION PROCEDURES

Any family that wishes to apply for the Rental Program must submit an application to the NCTHA. All applications will be dated as received in their complete form.

A. APPLICATION PROCESS

1. This section outlines the basic steps to be followed in the application process and in obtaining and verifying information for the purpose of determining eligibility.
2. The application is the basic record of each family/person applying for admission and/or services. Each applicant will be required to provide all information requested on the application and to sign all necessary forms, documents, and certifications. All information or any statements made by the applicant are subject to verification.

- a. Applications shall be received at the NCTHA office located at Lame Deer, MT, by the NCTHA Housing Division Manager, or his/her designate. All applications are to be fully completed and signed. Applications may be submitted in person, by fax or by mail. Immediately upon receipt, the application will be date/time stamped, and initialed by the NCTHA Housing Division Manager, or his/her designate. The NCTHA shall provide a copy of the date stamped application to the applicant.

3. VERIFICATION OF INFORMATION

Verification of all information that affects eligibility, family composition, selection, priority or preferences, annual income, unit size, determination of affordable payments or rent, and housing need is required. For income verification, the preferred method shall be third party verification. In addition, each applicant must sign a consent form for the release of information.

1. Applicant responsibilities

The applicant is responsible for providing all of the necessary information and accurately completing the application as required. The applicant must certify that all information contained in the application is true and accurate to the best of his/her knowledge. Inaccurate or false information shall subject the family to disqualification. - The applicant must provide a current address to the NCTHA at all times; and must immediately provide NCTHA with their new address should it change.

4. MAINTAINING APPLICATION FILES

The NCTHA shall maintain a file for each family completing an application. All information supplied by the applicant, verification of information, and all relevant correspondence with the applicant, shall be contained in the file. Files will be placed in one of four categories.

a. Eligible

This file contains those applications which have met initial eligibility requirements and have been placed on the waiting list for the rental program.

b. Ineligible

This file contains those applications which have not met initial eligibility requirements and have been determined to be ineligible for the rental program.

c. Incomplete/Pending

This file contains those applications which have not been sufficiently completed or verified in order for a determination of eligibility to be made. Applicants submitting an incomplete application will be notified and given fourteen (14) calendar days to submit the missing information. If the information is not submitted in a timely manner, the application will be placed in the inactive file.

d. Inactive

Incomplete applications which are not completed in a timely manner will be placed in this file.

5. NOTIFICATION OF APPLICANTS

a. Eligibility Determination - Applicant determined eligible
(See 24 CFR Part 1000.146)

Upon receipt of a completed application, the NCTHA will provide applicant with verification that their application is complete; and shall make a determination of eligibility. An applicant determined to be eligible shall be promptly notified in writing and placed on the rental program waiting list and will be informed of their status annually. The Authority shall retain a record of such notice sent to the applicant.

b. Applicant determined ineligible

i. Upon receipt of a completed application, the NCTHA will make a determination of eligibility. Each applicant determined by the NCTHA Housing Division Manager to be ineligible, will be notified in writing that they are not eligible. The notice will state the reason(s) and will explain their right to appeal the Housing Division Manager's decision to the Executive Director, within fifteen (15) calendar days of their receipt of the notice. Applicants may appeal the Executive Director's decision to the Board within fifteen (15) calendar days of receiving the Executive Director's written denial.

ii. Applications from families which are declared ineligible shall be kept in the NCTHA's files for three (3) years after the date of the application. Letters notifying families of their ineligibility and any records related to an appeal will be kept in the NCTHA's files for three (3) years after the date of final administrative action or final judgment.

SECTION III. HOUSING PRIORITY

- A. The NCTHA does not provide emergency housing due to the extensive waiting list. Provided that an exception is made for the temporary relocation of tenants from damaged units that are under NCTHA's management and control, including insured units under NCTHA's ICDBG.
- B. BIA and Tribal Police Officers may be designated "Essential Community Members" and given priority for housing at the discretion of the NCTHA Board, upon documentation of a demonstrated need for such officer to be housed in a particular district or area of the Reservation and availability of units.
- C. IHS and Tribal employees who are employed on the N. Cheyenne Reservation as licensed doctors, RN, LPN nurses or Emergency Medical Technicians (Paramedics), may also be designated "Essential Community Members" and given priority for housing at the discretion of the NCTHA Board, upon documentation of a demonstrated need for such medical provider to be housed in a particular district or area of the Reservation and availability of units.
- D. The goal is to place such "Essential Community Members" in districts, housing areas or units, where their residence is anticipated to improve the health and safety of residents living in portions of the N. Cheyenne Reservation, where access to police and medical emergency services is limited; and with the goal to reduce the incidence of crime, death or injury from the delayed access to law enforcement and/or medical services and improve community relations.
- E. The designation of Low Rent units for such purpose shall be made by the NCTHA. "Essential Community Members" approved for residence in such units shall be charged the maximum ceiling rent for the unit assigned. Pursuant to NAHASDA, NCTHA shall waive any applicable eligibility requirements necessary to facilitate such residence.
- F. This priority is exclusive to the "Essential Community Member" and does not extend to their spouse or family; and terminates upon the "Essential Community Member" vacating the unit; or upon the termination of the designated "Essential Community Member's" employment as a BIA/Tribal Police Officer or medical provider for any reason. Whenever such employment has terminated and their status as a designated Essential Community Member has ended, the tenancy of the former "Essential Community Member" and his/her family also terminates, and the tenants must vacate the unit within thirty (30) days.

Exception: Formerly designated "Essential Community Members" who are enrolled members of the Northern Cheyenne Tribe and who have resided in a NCTHA Low Rent unit for a minimum of 2-years as an "Essential Community Member" may continue to reside in the Low Rent unit for a maximum of 6-months after such

employment and/or designation ends, **PROVIDED** they meet all eligibility requirements pursuant to NCTHA policy and applicable law.

- G. "Essential Community Members" are required to perform a minimum of 5-hours of community service, outside of employment, per calendar quarter of the year; and must be willing to act as contact person for emergency situations and have their phone number published and/or made available to the public; they must also submit quarterly written reports to the NCTHA Housing Division Manager, in regard to the foregoing requirements. Furthermore, the "Essential Community Member" and NCTHA shall execute a Lease Rider or amendment to the NCTHA Low Rent Lease Agreement, setting forth the above requirements and obligations and their agreement thereto.

The NCTHA Housing Division Manager is required to monitor and enforce the community service of "Essential Community Members"; and report such compliance to the Executive Director and Board of Commissioners.

PROVIDED THAT this Housing Priority for "Essential Community Members" applies only to placement in NCTHA Low Rent units.

SECTION IV. SELECTION POLICIES

A. SELECTION PREFERENCES

The waiting list shall be maintained as set forth in this policy and in accordance with Sec. 207(b)(3) of NAHASDA. The NCTHA reserves the right under Sec. 201 (b)(5) of NAHASDA to give Tribal Preference to enrolled Northern Cheyenne tribal members. Eligible applicants will be categorized according to the following priority groups, with Group One having the highest priority. Once all of the applicants in Group One have been served, Group Two applicants will be served.

B. ORDER OF SELECTION

1. Applicant family whose head of household, spouse or co-applicant is an enrolled Northern Cheyenne tribal member, 18 years of age or older, shall comprise Group One. Whenever eligibility is based upon Northern Cheyenne enrollment that eligibility shall cease in the event of the death or vacancy of the unit by the tribal member tenant due to abandonment, death or separation. If there are no Northern Cheyenne Tribal members remaining in the official household composition, the lease shall terminate due to a lapse in eligibility.
2. Applicant family, whose head of household, spouse or co-applicant is an enrolled member of any other federally recognized tribe, shall comprise Group Two.

- a. Applicant family where non-member parent is legal guardian of minor child/children who are tribal members (where guardianship is documented by court order) shall be given priority based upon the minor child/children's tribal membership.

3. WAITING LIST ADMINISTRATION

- a. The NCTHA shall maintain a waiting list for the rental housing program, separate and apart from any other NCTHA program. The list shall be comprised of applicants who have been determined to be eligible. The eligible applicants will be placed on the waiting list by order of priority (see selection preferences). Within each priority group, the applicants will be placed in chronological order, with the oldest application being first and the most recent application being last.
 - i. A master waiting list shall be maintained by the NCTHA Housing Division Manager.
 - ii. All applications shall be filed in the waiting list file(s) unless a unit is immediately available for an applicant.
 - iii. The waiting list shall be organized according to date of application, number of bedrooms needed, priority categories (Section III, IV.), and the particular district applied for.
 - iv. The number of bedrooms required by an applicant shall be determined according to the Occupancy Standards.
 - v. Elderly (age established by Tribal Law), disabled or handicapped applicants (where disability or handicap is documented in accordance with the disability standards enumerated under the Social Security Act), shall be placed on the waiting list for and selected to fill vacancies in elderly and handicapped units.
 - vi. Applicant and spouse or co-applicant share date of application priority, which can be separately extended to the applicants in the event of a divorce or permanent separation (married/unmarried).
 - vii. The later addition of a spouse or co-applicant will provide the added party a priority date as of the date of their addition to the waiting list.

- b. Updating the Waiting List

- i. The waiting list shall be updated by the NCTHA Housing Division Manager or designee on a quarterly basis.—
- ii. Any applicant on the waiting list who wishes to be removed from the list must submit a written request to the NCTHA.

4. NOTIFICATION OF SELECTED FAMILIES

a. The NCTHA will personally deliver or mail by certified mail with return receipt requested to each family selected for rental housing, a written Notice of Selection which will include the following statements:

- i. That the family has been selected;
- ii. The project, unit number and street address of the unit;
- iii. That the head of the household and spouse or co-applicant must visit the NCTHA to complete the occupancy interview and sign the lease prior to the date of occupancy;
- iv. That the required security deposit must be paid prior to the date of occupancy, provided that the Housing Division Manager may approve a payment plan for payment of security deposit that does not exceed 4 months.
- v. That the family must have old utility bills paid; and demonstrate current eligibility for service and ability to pay for utility services.
- vi. That the documentation regarding income must be provided prior to occupancy. In the event that cash is reported as income to the NCTHA, this income must be documented in a written, notarized statement and presented to the NCTHA annually.
- vii. That the family must participate in a move-in inspection of the unit, which may be digitally recorded, and sign an inspection report stating the actual condition of the unit.

b. If an applicant is offered a unit that meets district preference and bedroom size eligibility, and fails to respond within seven (7) calendar days, or accept and move into the unit as required, the applicant will be removed from the waiting list for that district. The NCTHA Housing Division Manager shall determine whether good cause exists for a delayed move-in or delayed acceptance, and whether the applicant may still receive the offered unit, or retain waiting list placement, ie, eligibility for the next

available unit which meets district preference and number of bedrooms requirement.

- c. If an applicant fails to complete all other required actions (i.e., making security deposits, etc.), they will forfeit the unit.
- d. Applicant may decline an offered unit based upon district preference or number of bedrooms, without disqualification or loss of position on the waiting list. However, applicant shall be removed from future consideration for unit in the declined district or of the declined bedroom size.

5. OCCUPANCY INTERVIEW

- a. After selection for a rental unit, a family must participate in an occupancy interview. The occupancy interview shall include an orientation and a full explanation of the rental program, and their obligations under the lease, NCTHA policies and applicable law.
- b. At the interview, the family shall complete and sign an up-dated application for admission, providing current income and other data. A final determination regarding eligibility will be made by the NCTHA based upon the current information provided at the interview.
- c. The family shall receive a copy of the NCTHA's Admissions and Occupancy Policy, a copy of the signed lease, and other appropriate information.
- d. The family must complete all required tenant counseling or training. Tenants who fail to comply with required tenant counseling or training are subject to sanctions including possible fines and lease termination.

SECTION V. OCCUPANCY POLICIES

A. DETERMINATION OF RENT

1. Income and other information provided by the selected family during the occupancy interview, and verified as required by 24 CFR Part 1000.128, is used to determine the family's rent payment. Tenants have an ongoing obligation to immediately report changes in income to NCTHA. In the event that cash is reported as income to the NCTHA, this income must be documented in a written, notarized statement and presented to the NCTHA annually.
2. Rent payments shall not exceed 15% of adjusted income in accordance with NAHASDA. Additionally, maximum ceiling rents based upon unit bedroom size, as contained in Exhibit A shall be utilized.

- a. Rent payments can be retroactively readjusted back until September 25, 1996, the date on which NCTHA established maximum ceiling rents, if tenant provides proof of change of income or other relevant factor(s), that would have reduced rent had it been reported in a timely fashion. Any credit shall first be applied to delinquent account.
- b. Rent payments can be retroactively readjusted back for one year from date of recertification, if NCTHA obtains proof of change of income or other relevant factor(s), that would have increased rent had it been reported in a timely fashion.
- c. Effective November 1, 2008, tenants whose adjusted income exceeds 80% of the median income for the area or the United States, whichever is greater, shall have one year from the date of notification by NCTHA to obtain alternative housing and move out of the low rent unit. After the one year period, should the tenant elect to remain in the low rent unit, their rent shall increase to market rent as determined by applicable guidelines for their county of residence or by the Northern Cheyenne Tribe.

3. ALLOWANCES AND ADJUSTED INCOME

a. Adjusted Income

Resident payments are based upon a percentage of Adjusted Income, which is defined as the annual income that remains after excluding the following amounts in accordance with Section 4(1) of NAHASDA. The defined deductions are as follows:

i. Youths, Students, and Persons with Disabilities.

An allowance of \$480 is deducted for each member of the family residing in the household (other than the Head of household or the spouse of the Head of household), who is:

- 1. Under 18 years of age; or
- 2. Is 18 years of age or older and is a person with disabilities or a full-time student.

ii. Elderly and Disabled Families:

An allowance of \$400 is deducted for an elderly (as determined by Tribal law) or disabled family, where the tenant, co-tenant or spouse is an elder or is a person with disabilities. There is no double allowance for an elderly and disabled family.

iii. Medical and Attendant Expenses.

The amount by which 3% of the annual income of the family is exceeded by the aggregate of:

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

iv. Child Care Expenses

Reasonable Child Care expenses, to the extent necessary to enable another member of the family to be employed or to further his or her education may be deducted, provided the amount paid for Child Care is not paid or reimbursed by an agency or individual outside the household; and the child being cared for is 13 years of age or younger

v. Earned Income of Minors.

The amount of any earned income of any member of the family who is less than 18 years of age.

vi. Travel Expenses.

Excessive travel expenses are deductible for employment or education related roundtrip travel of 10 miles or more. The deduction for excessive travel expenses may not exceed \$25 per family per week.

vii. Tribal Per capita payments and Lease payments.

Any income received as per capita payments from a Tribe or income derived from land held in trust for a Tribe or an enrolled Tribal member.

C. INCOME LIMITATIONS (See Section 205 of NAHASDA)

1. Maximum income

The applicant must qualify as a low income family, defined as a family whose income does not exceed 80% of the median income for the area or the United States, whichever is greater. Income limits are adjusted for family size and updated on an annual basis. Non-low income families can be served by NCTHA in accordance with the limitations and restrictions of NAHASDA.

2. Annual Income.

Annual Income shall be defined as:

- i. Income documented by a recent federal tax return (IRS 1040 form or W-2 form).
- ii. Income documented in accordance with Section 8 income standards.
- iii. The average of the prior 3 years documented income, whenever income for the next 12 months is not documented by a recent IRS 1040 or W-2 form.

b. Estimating income.

The applicants' annual income will be determined by estimating the anticipated total income from all sources to be received by the head of household, spouse, and family members over the next 12 months.

D. INCOME VERIFICATIONS (See 24 CFR 1000.128)

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

1. Complete and accurate verification records, consisting of, but not limited to the following, are to be maintained.
 - a. Letters and statements from employers and other pertinent sources providing reliable information about all amounts of income.

- b. Copies of documents provided by the applicant which verify his/her statements, or a brief summary of their pertinent contents signed and dated by the NCTHA staff who viewed them.
- c. Certified statements, or summary data from bank accounts, from self-employed persons and from persons whose earnings are irregular, stating gross receipts, itemized expenses and net income.
- d. Memoranda of verification data obtained by personal interviews, telephone, or other means, with source, date reviewed and the person receiving the information clearly indicated.
- e. Verifying Cash Income: In the event that cash is reported as income to the NCTHA, this income must be documented in a written, notarized statement and presented to the NCTHA annually.

E. SOCIAL SECURITY NUMBER REQUIREMENTS

The applicant/co-applicant must furnish the NCTHA with copies of their social security cards. Social Security numbers must also be listed on the Family Composition Form for all other household composition members.

F. ADDITIONAL CRITERIA FOR ADMISSION

The NCTHA shall require proof of tribal enrollment for Tribal Member applicant or co-applicant or minor child, upon whose tribal membership, eligibility is based.

SECTION VI. OCCUPANCY STANDARDS

In order to prevent overcrowded conditions or wasted space, homes shall be assigned in an efficient manner. The following shall serve as a guide.

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

SECTION VII. TRANSFERS

Transfer to a different low rent unit in the same Reservation District may be required by the NCTHA.

Tenants may request transfer to a unit in any Reservation District of choice, for documented medical necessity, health, safety and welfare reasons. Such transfers may be approved at the discretion of the NCTHA Housing Division Manager; only for tenants who have occupied the unit for a minimum of one year, and are in compliance with their lease and the NCTHA Admission and Occupancy Policy, and provided that the following criteria are met:

1. Tenant must have a consistent payment history for a minimum of 12-months; and must be in compliance with their Lease and NCTHA policy requirements.
2. Tenant must be current on all utilities.
3. Tenants who no longer qualify, based on Occupancy Standards (Section VI) will be required to transfer. This will be determined on a case by case basis.

SECTION VIII. LEASING. SUBLEASING. LEASE REQUIREMENTS AND RULES OF OCCUPANCY

A. EXECUTION OF THE LEASE AGREEMENT (see Section 207 of NAHASDA)

Prior to occupancy of a unit, the tenant(s) shall execute a lease agreement with the NCTHA. This agreement is a legal document which describes rights, duties, obligations, and responsibilities of the tenant(s); and shall be executed promptly after final selection of the applicant. The agreement shall be executed in duplicate original with both parties receiving an original document. The head of household and spouse or co-applicant will sign the agreement and a Resident Services Specialist and the Housing Division Manager will sign on behalf of the NCTHA.

The tenant shall be informed that whenever eligibility is based upon Northern Cheyenne enrollment; that eligibility shall cease in the event of the death or vacancy of the unit by the tribal member tenant due to abandonment, death or separation. If there are no Northern Cheyenne Tribal members remaining in the official household composition, the lease shall terminate due to a lapse in eligibility.

B. CHANGES, MODIFICATIONS AND AMENDMENTS OF LEASE AGREEMENT

If the tenant (head of household, spouse or co-applicant), or unit (due to transfer) changes, a new agreement shall be executed. The NCTHA may revise or adopt policies which affect the tenant's obligations and requirements under the agreement. Such changes do not require execution of a new agreement.

C. TERMINATION OF LEASE AGREEMENT BY THE TENANT

The tenant may terminate the agreement provided that written notice is given to the NCTHA. The NCTHA will dispose of any personal property after the tenant has vacated the unit.

D. TERMINATION OF LEASE AGREEMENT BY THE NCTHA

The NCTHA may terminate the lease in accordance with the provisions contained in the lease, and pursuant to NCTHA policies and procedures and applicable law. A failure by the tenant to comply with any of the requirements, obligations, or duties outlined in the lease agreement shall be grounds for termination.

The Housing Division Manager and the Compliance Officer shall issue a notice of breach to the tenant as soon as possible after the occurrence of such a breach. However, failure by the NCTHA to provide a notice of breach in a timely manner does not waive the NCTHA's right to enforce its rights under the Lease Agreement. The notice of breach shall advise the tenant of the NCTHA policies and procedures governing termination, and shall state the action and deadline (14-calendar days) required by the NCTHA in order for the tenant to remedy the breach, provided the breach is deemed remediable.

The Notice of Breach shall also inform the tenant of their right prior to any hearing or trial, to examine any relevant documents, records, or regulations directly related to the eviction or termination. Tenant must request such an opportunity and schedule an appointment with tenant's counselor to conduct such a review.

If the breach is not remedied to the satisfaction of the NCTHA; or is deemed non-remediable due to the nature or seriousness of the breach, including but not limited to violations of Section VIII, F.17. Prohibition Against Threats to Health, Safety, Right to Peaceful Enjoyment and Criminal Activity; and/or an extensive and unacceptable level of tenant abuse of the unit, the matter will be reviewed by the NCTHA Lease Compliance Review Committee (hereinafter "Committee"), comprised of the Housing Division Manager, the Maintenance Division Manager, and the NCTHA Compliance Officer.

The Committee will determine what further action should be taken, including but not limited to a recommendation to the Executive Director (hereinafter referred to as "Director") for termination of Lease. -

Lease terminations of Low Rent tenants shall be reviewed by the Committee for recommendation to the Director for an offer of a Joint Stipulated Agreement/Judgment. A Joint Stipulated Agreement/Judgment will not be offered in cases where tenants have caused a non-remedial, extensive and unacceptable level of abuse and damage of their low rent unit; and/or in cases where serious criminal activity has occurred on or near the premises of the low rent unit.

Upon receipt of a Committee recommendation for termination of Lease Agreement, and after having determined that sufficient grounds exist to terminate the Lease, the Director shall issue a Notice of Termination of Lease advising the tenant of the grounds for lease termination, and providing thirty (30) calendar days to vacate the premises and remove all personal property.

The Notice shall state the tenant's right to appeal the decision to the NCTHA Board, by timely filing a written request for hearing within **ten (10) business days of the date of the Notice of Termination** (deadline to appeal). The Board shall not consider appeals which are filed after the deadline.

The Notice of Termination shall include an offer to the tenant(s) of a Joint Stipulated Agreement/Judgment as determined by the Director. The Notice of Lease Termination shall also inform the tenant of their right prior to any hearing or trial, to examine any relevant documents, records, or regulations directly related to the eviction or termination. Tenant must request such an opportunity and schedule an appointment with tenant's counselor to conduct such a review.

In response to a timely appeal, the NCTHA shall issue a Notice of Appeal Hearing at least seven (7) calendar days prior to the date of the Hearing. At the Hearing, the Board shall allow the tenant an opportunity to state his/her challenge to the sufficiency of the grounds upon which the Notice of Termination is based. A tenant may be represented by legal counsel at tenant's own expense. The Board will not consider any information which is unrelated to the specific grounds for termination; and may terminate the hearing if the tenant does not confine his/her presentation to the sufficiency of the grounds for termination. The tenant's presentation is limited to twenty (20) minutes.

The Board shall issue a written Notice of Decision within ten (10) calendar days of the Hearing, either affirming the termination of the lease or overturning the Director's decision.

In cases of a Decision upholding the termination of the lease agreement, the tenant will be provided fourteen (14) calendar days from the date of the Notice of Decision, to vacate the premises and remove all personal property. The Notice of Decision shall

contain a statement terminating the lease agreement and the tenant's right of occupancy, and requiring the tenant to quit possession of the unit as of a specific date.

If the tenant fails to comply with the termination and does not vacate the premises accordingly, the NCTHA may file a civil court action for unlawful detainer pursuant to Tribal Law, thereby securing the court ordered removal of the tenant from the premises. The NCTHA shall have no liability for any personal property which the tenant leaves in the unit.

Terminations of Leases and evictions may be processed at any time of year; however, with the exception of abandonments and terminations for serious criminal activity or criminal convictions, lease terminations and Eviction Orders issued by the Tribal Court, will not be enforced by the NCTHA from December 1st through March 1st of any calendar year, due to concerns about possible inclement weather. However, lease terminations and/or evictions for abandonment or serious criminal activity or conviction may be enforced year round without any restriction.

Move-out inspections shall be conducted as soon as possible after a unit has been vacated, and should not exceed five (5) working days from the date that the Maintenance Division is notified in writing by the Housing Management Division that the tenant has vacated the unit, all personal property can be disposed of, and the unit is available for inspection.

Lease termination of Low Rent tenants that are upheld by the NCTHA Board of Commissioners upon appeal shall be reviewed by the NCTHA Administration for possible offer of a Joint Stipulated Judgment. A Joint Stipulated Judgment will not be offered in cases where tenants have caused a non-remedial extensive and unacceptable level of abuse and damage of their low rent unit; and/or in cases where serious criminal activity has occurred on or near the premises of the low rent unit.

E. GUIDELINES AND RULES FOR OCCUPANTS

(Any violation(s) of these Guidelines and Rules shall be deemed a violation of the Lease and a breach of contract. Such violation(s) shall be grounds for termination of Lease.)

1. Principal residency requirement

As a condition of occupancy, tenants are required to use the unit as a principal residence, except for temporary absences not to exceed thirty (30) calendar days, which are approved by the Executive Director in writing. Temporary absences longer than thirty (30) calendar days will require Board of Commissioners' approval.

2. Determination of abandoned unit

A home which has been unoccupied by tenant(s) and all adult members of the family composition for a period of twenty (20) calendar days or more, without NCTHA approval may be determined to be abandoned and a breach of the lease agreement. Termination of a lease due to abandonment is subject to administrative due process requirements contained herein. However, termination based upon abandonment is not subject to the Tribal Eviction Ordinance in cases where no one is in physical possession/occupancy of the unit.

Units that have been determined to be abandoned may be boarded up by the NCTHA; and reopened upon tenant(s)' request and determination by NCTHA that tenant(s) have re-occupied the unit prior to the expiration of the remedy period.

3. Business use of home

The use of the home for operation of a business may be approved by the NCTHA under the following conditions: The operation of the business should not negatively impact neighbors or the surrounding community; and must comply with applicable land use regulations and restrictions, and home site lease. A request to operate a business out of the home shall be made in writing. A decision on the request shall be made by the Executive Director within 30 calendar days of the date of the request. The Executive Director may place conditions upon the approval of the unit for the operation of a business. A denial is subject to the NCTHA grievance procedures.

4. Damage to property

Tenants shall refrain from damaging, defacing, vandalizing, destroying or removing any part of the home, neighborhood, and community including all public and Tribally (NCTHA) owned property. Tenants are responsible for all family members, guests and residents of their homes/units. Satellite dishes may only be installed with the permission of the NCTHA. Christmas lights and decorations are not allowed to be secured to the roof of any unit with nails or screws, or in any manner that may damage the roof.

Tenant damage to a unit is a breach of the lease agreement and NCTHA policies and extensive and unacceptable level of abuse and damage of a low rent unit may constitute grounds for termination.

5. Public disturbance

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

6. Responsibility to provide utilities

It is the responsibility of the tenant to provide all utilities for the unit including deposits. Prior to occupancy, applicants must provide proof of financial ability to maintain all utility services. Transfer of service into the NCTHA's name does not relieve the tenant of this obligation and constitutes grounds for termination.

7. Payments/Rent

All rent payments are due by the 10th day of the month without billing/prior notice; unless an alternative due date has been approved by NCTHA. All tenants who have failed to pay their rent by the above due date shall be issued a Delinquent Notice by the NCTHA Housing Division Manager, providing the tenant with a deadline of the last Friday of the month to make the payment. After the deadline and continued failure of the tenant to pay the rent, the NCTHA Compliance Officer shall issue a Notice of Breach providing specific conditions and a deadline to remedy said breach.

In order to remedy such a breach, the tenant is required to enter into a Payment Agreement whereby they agree to make payments in addition to their monthly rent, toward the delinquent amount.

- i. All tenants with a delinquent account are required to sign a payment agreement.
- ii. NCTHA requires all tenants with a delinquent balance to pay a minimum of \$25 extra each month to be applied toward that delinquent balance.
- iii. If it is determined that tenant does not have verifiable income, tenant shall still be required to pay a minimum of \$25.00 per month toward the account delinquency.

8. Maintenance/appearance of the home and property

The tenant shall provide routine maintenance and basic upkeep of the home; keeping it in an acceptable condition and free from trash, clutter, and debris (including abandoned or junk cars).

9. Pest Control

The tenant must adhere to NCTHA requirements for pest control elimination, which includes mice, bed bugs, cockroaches, etc.; for as many treatments necessary until the infestation is considered under control. NCTHA shall provide tenant with a minimum of 5-calendar days written notice of the scheduling of a pest control treatment; and a Prep Sheet detailing the preparation requirements that tenant must perform in order to prepare for the pest control treatment. If tenant fails to adequately prepare for the pest control treatment and such treatment cannot be

performed, the tenant shall be liable for payment of any charges from the pest control contractor due to the inability of such contractor to perform a scheduled pest control treatment. Violation of this requirement is a breach of the Lease Agreement and NCTHA policy and shall result in a \$65 sanction. Repeated violations may result in Lease termination.

10. Monthly Billing Statement

Monthly billing statements will be issued by the NCTHA to the tenant advising of delinquent rents and maintenance charges owed.

11. Pet/Animal control

The tenant shall comply with Northern Cheyenne animal control regulations and ordinances. Tenants may not maintain livestock including but not limited to horses and cows on low rent premises; and may not build corrals on low rent home sites. Due to their aggressive or unpredictable nature, Pit Bulls, Rottweiler or mixes of these breeds, are not permitted on Low Rent premises.

12. Continuing Obligation to update list of occupants

The tenant is required to include in the family's official composition and record, all occupants of the unit, including any visitors who stay in the unit 15-calendar days or more. NCTHA may deny requests to add any individual other than an immediate family member, if their addition to the household composition would violate occupancy standards. (See Section VI).

Additionally, NCTHA will not approve any request for the addition of any individual including family members who have a serious criminal record, particularly violent crimes, serious drug related crimes and sexual crimes.

13. Tenant responsibility for children and guests

Tenants are responsible for all actions of the residents, guests, and children of the home and may be held accountable for such actions. Damages to the unit due to vandalism which is reported and confirmed by the Police shall not be charged to the tenant. However, damages allegedly due to vandalism which are not reported to the Police shall be charged to the tenant.

14. Home Visits

The NCTHA shall monitor the condition of the unit through home visits, which include an informal walk through of the unit. Tenants are required to permit the NCTHA to periodically visit the unit and grounds. Notice of such Home Visits shall be provided to the tenant at least 5-calendar days in advance. Tenant participation

in such Home Visits is required as a part of NCTHA Policy and Lease Agreement compliance. Cancellation without good cause or other failure of the tenant to meet with the NCTHA Resident Services Specialist at the scheduled Home Visit shall be deemed a breach of NCTHA policy and the Lease Agreement. Home visits are opportunities for tenants and NCTHA representatives to discuss issues of concern to the tenant or the NCTHA. Resident Service Specialists are required to perform at least one (1) home visit per unit per quarter; and more often as deemed necessary.

15. Inspections

At least 48-hours written notice shall be provided in advance of a routine inspection. However, emergency inspections may be performed by the NCTHA without prior notice. The Housing Division Manager or Maintenance Division Manager are authorized to approve such emergency inspections based upon a reasonable belief that a threat to the health and safety or NCTHA property exists. Routine inspections with 48-hour notice or emergency inspections may be performed without the tenant's consent and without the tenant present. Annual Inspections of all units will be performed by NCTHA in accordance with NAHASDA. However, the NCTHA may inspect the unit more often as deemed necessary.

16. Mandatory Resident Training Sessions

The tenant is required to attend all mandatory training sessions scheduled by the NCTHA as a condition of initial and continued occupancy. Failure to comply with mandatory training requirements may result in a \$50 sanction; and repeated violations may result in lease termination.

17. Prohibition Against Threats to Health, Safety, Right to Peaceful Enjoyment and Criminal Activity

i. The NCTHA may terminate the Lease Agreement of the Tenant for any activity, engaged in by the Tenant, any member of the household of the Tenant, or any guest or visitor that threatens the health or safety of, or right to peaceful enjoyment of the premises by, other residents or employees of the NCTHA or Tribe; or that threatens the health or safety of, or right to peaceful enjoyment of their premises by persons residing in the immediate vicinity of the premises.

ii. The NCTHA shall terminate the Lease Agreement and evict a low rent Tenant, spouse, co-tenant, or member of the family composition for criminal activity that results in a felony conviction (including "no contest" pleas) in any jurisdiction for a drug related crime, violent crime or sexual crime, which was committed on or off the premises of any NCTHA low rent unit. Drug related activity means the unauthorized possession,

manufacture, distribution, or dispensing of a controlled substance, as defined in Section 102 of the Controlled Substances Act.

iii. The NCTHA shall terminate the Lease Agreement and evict a low rent Tenant, spouse, co-tenant, or member of the family composition for criminal activity that results in a conviction (including "no contest" pleas) in the Northern Cheyenne Tribal Court for the following Class A offenses: Criminal Homicide, Aggravated Assault, Rape, and Violence to a Police Officer or Judge.

iv. In the event of a felony or Northern Cheyenne Tribal Court conviction for one of the Class A offenses described above, the individual convicted shall have his/her rights and interests pursuant to the Lease Agreement, terminated; and shall be evicted from the Low Rent unit. The balance of the household composition may be allowed to remain in occupancy, subject to the following terms and conditions:

- 1) An inspection shall be performed by NCTHA to determine whether the Low rent unit has been abused or damaged. If the unit is in an acceptable condition, the balance of the household composition may be allowed to remain in occupancy or may be moved to another unit suitable for the family size; and,
- 2) In the event that the above referenced individual who is convicted/evicted is the Tenant; an adult who has been an official member of the family composition for the previous one year, may be selected by the NCTHA to execute a new Lease Agreement provided he/she meets eligibility requirements. Any delinquent payments shall be transferred to the new Lease account.
- 3) As a condition of continued occupancy or new Lease Agreement, the convicted/evicted individual may not have any contact with the low rent unit, including any visits. Any physical contact with or visits to the low rent unit by the convicted/evicted individual is a violation of the Lease Agreement and shall result in termination of the Lease and eviction of the entire household composition.
- 4) The convicted/evicted individual shall automatically be disqualified from NCTHA housing services for five (5) years from the date of Lease termination or Court Order of Eviction, whichever occurs later.

18. Insurance

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

- A) NCTHA reserves the right to hold tenant(s) financially liable for all damages caused by a fire which is found to have been caused by tenant(s)' negligence.

19. Re-Certification requirements

The tenant is required to complete the NCTHA recertification process upon an annual basis; and may be required to recertify more often as deemed necessary by the NCTHA. The recertification process requires the tenant to update relevant information regarding income, family composition, payment, and other information used to calculate rent and eligibility. Tenants are required to report any such changes in income or circumstances immediately to NCTHA. Failure of the tenant to report such information within ten (10) working days of such change shall be considered a breach of the Lease Agreement and NCTHA policies and shall constitute grounds for termination of the Lease Agreement.

20. Security Deposit

Tenants are required to pay a security deposit in the amount of \$200.00 prior to initial occupancy. The deposit shall be refundable at the time of move-out, provided that all conditions, obligations and requirements of the NCTHA and lease agreement have been satisfied. The Housing Division Manager may approve a payment plan for the payment of the security deposit, not to exceed 4-months.

At NCTHA's discretion, payment of a tenant's utility service deposits required to initiate utility service may be guaranteed by the NCTHA.

21. Prohibition against changing locks

Tenants shall not remove, replace or add any lock on doors without prior permission of the NCTHA.

22. Access and Obtaining Copies of File Documents

Tenants, or their representatives who have written authorization from the tenant, may request in writing an appointment with their counselor to review their file; and may request copies of documents from the file. The tenant will be provided fifteen (15) free copies (during any six month period); and shall be charged \$.25 per page for additional copies.

23. Other Responsibilities/obligations under lease agreement

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

G. SUBLEASE POLICY

Sublease of rental units is not permitted under any circumstances.

H. REASSIGNMENT OF UNIT BY NCTHA

NCTHA may reassign a low rent unit to an adult family member who has been an NCTHA approved member of the family composition for at least 1-year, and who resides in the unit. In the case of a reassignment, any delinquent rent shall remain the responsibility of the former tenant and shall not be transferred to the new tenant, or be made a condition of the transfer.

SECTION IX. GRIEVANCE PROCEDURE

Any complaint which a tenant has other than the termination of their lease, or any complaint which a tribal member seeking housing services may have, shall first be presented in writing to the Executive Director. The Executive Director shall respond in writing within ten (10) working days of NCTHA's receipt of the complaint.

If the complaining party is dissatisfied with the Executive Director's response, he/she may file a written appeal to the NCTHA Board of Commissioners within ten (10) working days of the Executive Director's response.

SECTION X. NEPOTISM/CONFLICT OF INTEREST

NCTHA employees and Board Members and Council Liaisons shall disqualify themselves from any NCTHA action or process which involves members of their Immediate Family, which is defined as follows:

Spouse, parents, children, siblings, grandparents and grandchildren, uncles, aunts, nephews and nieces. Due to the extended family tradition on the Reservation, participation in matters concerning other relatives or family members is permitted, where such employee or Board member feels he/she can do so without bias.

PROVIDED THAT THIS PROHIBITION APPLIES TO ALL NCTHA'S HOUSING PROGRAMS AND SERVICES AND IS NOT LIMITED TO LOW RENT UNITS.

THESE REVISED POLICIES AND PROCEDURES WERE APPROVED BY THE NCTHA BOARD OF COMMISSIONERS AT THEIR BOARD MEETING HELD ON THE 5TH DAY OF FEBRUARY, 2019.

Dated: 2/5/19


CHEYENNE FOOTE
NCTHA BOARD CHAIRPERSON

REASSIGNMENT OF UNIT BY NCTHA

NCTHA may reassign a low rent unit to an adult family member who has been an NCTHA approved member of the family composition for at least 1-year and who resides in the unit in the case of a mass parent and child unit. If the member is a former tenant and shall be preferred to the new tenant or to the next person on the list.

SECTION K. GRIEVANCE PROCEDURE

Any complaint which a tenant has other than the termination of their lease or any other complaint which a third member seeking housing services may have shall first be presented in writing to the Executive Director. The Executive Director shall respond in writing within ten (10) working days of NCTHA's receipt of the complaint.

If the complaining party is dissatisfied with the Executive Director's response, the party may file a written appeal to the NCTHA Board of Commissioners within ten (10) working days of the Executive Director's response.

SECTION X. REPORTS/CONFLICT OF INTEREST

NCTHA employees and Board Members and Council Members shall equally themselves from any NCTHA action or process which involves members of their immediate family, with the exception as follows:

1. If a parent, sibling, grandparent or grandchild is a member of the extended family residing in the unit, the parent, sibling, grandparent or grandchild shall be permitted to participate in matters concerning the unit or family members in permitted, when such employee or Board member feels that to do so without bias.

PROVIDED THAT THIS PROVISION APPLIES TO ALL NCTHA'S HOUSING PROGRAMS AND SERVICES AND IS NOT LIMITED TO LOW RENT UNITS