

NORTHERN CHEYENNE
TRIBAL HOUSING AUTHORITY

Shoulderblade Complex
Policy And Procedures

These policies and procedures were adopted by the NCTHA Board of Commissioners by
Resolution No.16 (09) On September 21, 2009 (revised October 19, 2015)

**Northern Cheyenne
Tribal Housing Authority
Shoulderblade Complex Policies & Procedures**

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NORTHERN CHEYENNE TRIBAL **HOUSING AUTHORITY**

Shoulderblade Complex **Policies & Procedures**

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SECTION 1. INTRODUCTION

These are the specific Northern Cheyenne Tribal Housing Authority (NCTHA) Policies and Procedures governing the Shoulderblade Complex, located in Lame Deer, Montana. These policies and procedures are limited to the Shoulderblade Complex (SBC) and do not apply to other NCTHA Low Rent programs. These policies and procedures shall control in the event that other NCTHA policies and procedures conflict with any of the provisions contained herein.

It is the Policy of the Northern Cheyenne Tribal Housing Authority (NCTHA) to provide affordable housing located at the Shoulderblade Complex (SBC), Lame Deer, Montana, to eligible Northern Cheyenne Elders, 55-years and older, (and other priority categories stated below) who are able to live safely in an independent living setting.

SECTION 2. ELIGIBILITY FOR ADMISSIONS

A. The Northern Cheyenne Tribal Housing Authority (NCTHA) will accept applications for admission to the Shoulderblade Complex from applicants who meet the following requirements:

1. **First Priority:** The applicant must be 55 years of age or older, and must be an enrolled member of the Northern Cheyenne Tribe, who is able to live safely in an independent living setting.
2. **Second Priority:** The applicant must be 50-54 years of age, and must be an enrolled member of the Northern Cheyenne Tribe, who is able to live safely in an independent living setting. This Second Priority may only be considered when 80% of the SBC units are occupied by residents who are 55 years of age or older.

3. Third Priority: Members of other federally recognized tribes may be served, provided that there are no Northern Cheyenne Tribal members on the waiting list and Second Priority applicants cannot be served because of applicable federal restrictions requiring 80% occupancy by residents who are 55 years or older.
4. Provided one of the priority categories stated above is met, the applicant's family household composition is limited to two persons for one (1) bedroom units; and three persons for two (2) bedroom units, provided all members of the household are at least 16-years of age, and if they are 50 years of age or older, have the ability to live in an independent living setting. The applicant's household must include the eligible applicant; and may include a spouse or other co-applicant.

B. APPLICATIONS FROM PREVIOUS TENANTS

Applications from previous tenants and homebuyers who still owe money to the NCTHA will not be accepted and applicants will not be placed on the waiting list for the SBC until the monies owed are paid in full to the NCTHA; or they have entered into an approved payment agreement.

C. RIGHT TO REJECT APPLICANTS

1. The NCTHA has the right to reject applicants where it has determined that admission of the applicant 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:
 - a. Reserves the right to obtain credit reports and consider applicants' past performance in meeting financial responsibilities.
 - b. 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.
 - c. NCTHA reserves the right to review any criminal history of physical violence to persons or property and other criminal acts, in considering whether the applicant may pose a threat to the health, safety or welfare of other tenants. This includes but is not limited to drug, violent and sexual crimes.
 - d. Consideration will be given to the passage of time, nature and seriousness of an applicant's history, 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.

3. 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), shall be not be eligible for SBC housing.

4. 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.

5. An applicant who declines an offer of a housing unit at the SBC shall be removed from the waiting list.

SECTION 3. APPLICATION PROCEDURES

Any applicant that wishes to apply for housing at the Shoulderblade Complex 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.

3. Applications shall be received at the NCTHA office located at Lame Deer, MT, by the NCTHA Housing Division Manager, or his 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 designate. The NCTHA shall provide a copy of the date stamped application to the applicant.

B. VERIFICATION OF INFORMATION

Verification of all information that affects eligibility, family composition, selection, age, annual income, unit size, determination of affordable payments or rent, ability to live independently, 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.

C. 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 is responsible for making corrections or updating the application on an annual basis. Failure to update an application for a period of 1-year is grounds for placing the application in an inactive file and removing the family from the waiting list. The applicant must provide a current address to the NCTHA at all times.

D. MAINTAINING APPLICATION FILES

The NCTHA shall maintain a file for each applicant 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.

1. Eligible

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

2. Ineligible

This file contains those applications which do not meet eligibility Requirements and have been determined to be ineligible for the SBC.

3. 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.

4. Inactive

This file contains applications which have not been updated within one (1) year. Such applicants will be removed from the waiting list and will have to re-apply in order to be placed back on the waiting list. Eligible applications will receive a new application date. Incomplete applications which are not completed in a timely manner will be placed in this file.

D. NOTIFICATION OF APPLICANTS

1. Eligibility Determination - Applicant determined eligible

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 SBC waiting list and will be informed of their status annually. The Authority shall retain a record of such notice sent to the applicant for three (3) years.

2. Applicant determined ineligible

a. 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.

b. Applications from applicants 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 4. SELECTION

A. Housing for eligible applicants is based on availability and date of application.

B. The NCTHA shall not provide temporary emergency housing at the SBC for any reason. This includes but is not limited to emergencies such as fire, natural disaster, or medical emergencies.

C. It is the NCTHA's right under Sec. 201(b)(5) of NAHASDA to give Tribal Preference for SBC housing to enrolled Northern Cheyenne tribal members.

SECTION 5. WAITING LIST ADMINISTRATION

- A. The NCTHA shall maintain a waiting list for the SBC, 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 date of application, with the oldest application being first and the most recent application being last.
1. The SBC waiting list shall be maintained by the NCTHA Housing Division Manager.
 2. All applications shall be filed in the waiting list file(s) unless a unit is immediately available for an applicant.
 3. The waiting list shall be organized according to date of application, and number of bedrooms needed.
 4. There will be an annual review of all applicants on the waiting list, to determine continued eligibility.
 5. The number of bedrooms required by an applicant shall be determined according to the Occupancy Standards.
 6. Each quarter, the eligibility of all applicants whose application has reached an annual anniversary date, shall be updated.
 7. Applicant and spouse or co-applicant who separately meet all eligibility requirements, shall share the date of application priority, which can be separately extended to the applicants in the event of a divorce (married) or permanent separation (unmarried).
 8. 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, provided they separately meet all of the eligibility requirements.
- B. Updating the Waiting List
1. The waiting list shall be updated by the NCTHA Housing Division Manager on a quarterly basis. Additionally, it is the responsibility of each applicant to re-certify their application annually. In order to remain on the waiting list, an applicant must continue to re-certify his/her application and remain eligible. Applicants who fail to re-certify their application within one (1) year of their most recent re-certified eligibility date or who have lost their initial eligibility status, will be removed from the waiting list and placed in the inactive file, and shall lose their original date of application.

2. The NCTHA Housing Division Manager shall provide applicants who have not re-certified their application within one (1) year of their most recent re-certified eligibility date, a written notice mailed to their address of record, providing fifteen (15) calendar days notice that they must re-certify their application or they will be removed from the waiting list.

3. After the end of the (15) calendar days notice period, the NCTHA Housing Division Manager shall send the waiting list applicant who fails to re-certify his/her application a notice of removal from the waiting list.

4. The NCTHA Housing Division Manager shall send waiting list applicants who re-certify and are determined to have lost their initial eligibility a notice of removal from the waiting list.

5. Waiting list applicants may appeal their removal from the waiting list to the NCTHA Executive Director by filing a written request for appeal within fifteen (15) calendar days of the date of the notice of removal from the waiting list. The Executive Director shall review the matter and issue a decision either upholding the removal or overturning the removal.

6. The Executive Director's decision may be appealed to the NCTHA Board of Commissioners by filing a written request for appeal within fifteen (15) calendar days of the date of the Executive Director's decision.

7. Any applicant on the waiting list who wishes to be removed from the list must submit a written request to the NCTHA. Otherwise, no eligible applicant shall be removed from the waiting list except for failure to re-certify as stated above, or for loss of eligibility.

C. Suspending the taking of new applications

The NCTHA Board reserves the right to close the waiting list and suspend the taking of new applications for the SBC at any given time.

D. NOTIFICATION OF SELECTED FAMILIES

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

a. That the applicant has been selected;

b. The unit number;

- c. That the applicant or co-applicant must visit the NCTHA to complete the occupancy interview and sign the lease prior to the date of occupancy;
 - d. 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 3 months.
 - e. That the documentation regarding income must be provided prior to occupancy.
 - f. That the applicant must participate in a move-in inspection of the unit, which may be videotaped, and sign an inspection report stating the actual condition of the unit.
2. If an applicant is offered a unit, and fails to respond within seven (7) calendar days, or accept and move into the unit as required, the applicant will be moved to the bottom of the waiting list for further consideration, unless good cause can be shown. 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.
 3. If an applicant fails to complete all other required actions (i.e., making security deposits, etc.), they will forfeit the unit.

E. OCCUPANCY INTERVIEW

1. After selection for a rental unit, an applicant must participate in an occupancy interview. The occupancy interview shall include a full explanation of the SBC rental program.
2. At the interview, the applicant 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.
3. The applicant shall receive a copy of the NCTHA's Rent and Payment Collection Policy, Rules of Occupancy, and other appropriate information.
4. The applicant must complete all required tenant counseling or training.

SECTION 6. OCCUPANCY POLICIES

A. DETERMINATION OF RENT

1. Income and other information provided by the selected applicant during the occupancy interview, and verified as required by 24 CFR Part 1000.128, and the requirements of Section 42 of the Internal Revenue Code (as amended), is used to determine the applicant's rent payment. Tenants have an ongoing obligation to immediately report changes in income to NCTHA.

2. Rent payments shall not exceed Tax Credit and Multi-Family Maximum Rent (Based on HUD Established Area Medium Income Limits). Additionally, rents are based upon percentage of income and contract rent calculations, as contained in Exhibit A shall be utilized.

3. If it is determined that tenant does not have verifiable income, tenant shall still be required to pay a minimum of \$40.00 per month for rent.

B. ALLOWANCES AND ADJUSTED INCOME

1. 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 applicable defined deductions are as follows:

a. Elderly and Disabled Families.

An allowance of \$400 is deducted for an elderly (62 years or older) or disabled family, where the Head, co-tenant or spouse is 62 years or older, or is a person with disabilities. There is no double allowance for an elderly and disabled family.

b. 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.

c. 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.

d. Tribal Per capita payments and Lease payments.

Any trust 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 is deductible.

C. INCOME LIMITATIONS (See Section 205 of NAHASDA)

1. Maximum income

The applicant must qualify as a low income family, defined as a family of one person or more, whose income does not exceed the current income limits established by HUD and the Montana Board of Housing ("MBOH") for the Low Income Housing Tax Credit ("LICHTC") program. Income limits are adjusted for family size and updated on an annual basis.

2. Annual Income shall be defined as:

a. Income documented by a third party Employment Verification form; 6 (six) consecutive paycheck stubs; social security award letters, recent federal tax return (IRS 1040 form or W-2 form), or other documentation that meet the requirements outlined in the HUD Handbook Section 4350.3 REV 3.

3. 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, social security award letters, TANF benefit statements and other pertinent source 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. SOCIAL SECURITY NUMBER REQUIREMENTS

The applicant must furnish the NCTHA with social security numbers and/or copies of social security cards for each person listed on the application.

F. ADDITIONAL CRITERIA FOR ADMISSION

The NCTHA shall require proof of Northern Cheyenne Tribal enrollment.

SECTION 7. 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	1-3

SECTION 8. RULES OF OCCUPANCY

C. RULES OF OCCUPANCY

(Any violation(s) of these 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 year round, except for temporary absences not to exceed 20-days, approved by the Executive Director.

2. Minor Children

Minor children are not allowed to reside at the SBC. Residence by minor children is prohibited in order to preserve the peace and quiet enjoyment of the SBC by the residents. Visitation by family and friends is encouraged, including minor children, but is limited to 8:00 a.m.-9:00 p.m. Overnight stay by minor children prohibited.

3. Ability to Live Independently

The SBC is not a assisted care facility and all tenants must be able to live independently. This requirement is to protect the health and safety of the residents and avoid any accident or injuries which could result from the loss of capability to live independently.

4. Prohibition of Criminal Activity

Tenants shall not engage in criminal activity. The NCTHA may terminate a tenant's Lease Agreement for criminal activity which occurs on or off the premises; and regardless of whether or not the criminal activity resulted in a conviction. Offenders convicted of a felony are automatically disqualified from NCTHA housing services eligibility for five (5) years from the date of conviction.

5. Drug & Alcohol Free Residential Setting

NCTHA considers the use and possession of drugs and alcohol at the SBC to be not only illegal, but an unacceptable and unsafe practice that can lead to disturbances, other criminal activity, accidents and serious Injury; as well as cause serious health problems for the user. All tenants who use, are under the influence of, or are in possession of illegal drugs or alcohol are required as a condition of continued occupancy, to obtain an assessment through the N.C. Recovery Center and follow through with all recommendations. Failure to comply will result in lease termination and

eviction. Additionally a subsequent use or possession will result in lease termination and eviction. A criminal conviction is not required. Such action shall be supported by a written, signed complaint or report from a tenant, Security Guard, or NCTHA employee.

6. 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.

7. Any visitor or guest who brings alcohol or illegal drugs onto the SBC premises, or who engages in any disruptive or violent behavior, regardless of whether or not they are criminally charged and/or convicted, is prohibited from entering the SBC premises. Such action shall be supported by a written, signed complaint or report from a tenant, Security Guard, or NCTHA employee.

8. Maintenance/appearance of the unit.

The tenant shall provide basic upkeep of the unit; keeping it in an acceptable condition and free from trash, clutter, and debris. No abandoned or junk cars are allowed on the premises.

9. 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 may not be secured in any manner that may damage the unit.

10. Inspections

The NCTHA shall monitor the condition of the unit through periodic inspections. Tenants shall permit the NCTHA to periodically inspect the unit/home and grounds. Annual inspections of all units will be performed by NCTHA in accordance with NAHASDA and the requirements of the LIHTC program. However, the NCTHA may inspect the unit more often as deemed necessary.

11. Notice of Inspections

At least 48-hours written notice shall be provided in advance of an inspection. However, emergency inspections may be performed by the NCTHA without prior notice.

12. The health and safety of its tenants are a NCTHA priority. Tenants are encouraged to report any actual or potential health or safety hazards to the NCTHA resident services counselor, Housing Division Manager, the SBC Resident Manager and/or the Maintenance Department personnel.

13. 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.

14. 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 the lease agreement have been satisfied. The Housing Division Manager may approve a time payment plan for the security deposit, not to exceed 3-months.

15. Payments/Rent

All rent payments are due on the 10th day of the month without billing/prior notice, in accordance with the NCTHA Collection Policy, unless an alternative due date has been approved by NCTHA. Monthly billing statements will be issued by the NCTHA to the tenant advising of delinquent rents and maintenance charges owed.

16. Pet/Animal control

Pets are not allowed at the SBC. The only exceptions are small birds and fish tanks, and only upon the written approval of the Housing Division Manager.

17. 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 5-calendar days or more. NCTHA may deny tenant's request to add any individual to the family composition, if their addition to the household composition would violate occupancy standards. (See Section 7)

18. Re-certification requirements

The tenant is required to update relevant information regarding income, family composition, payment, and information used to calculate rent, immediately upon a change in such circumstances as well as annually.

19. 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 thirty (30) calendar days or more, without NCTHA approval may be determined to be abandoned and a breach of the lease agreement. In such case, the lease may be terminated by the NCTHA. 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 the tenant/household member is not in physical possession/occupancy of the unit.

20. Resident Training Sessions

The tenant is required to attend all training sessions scheduled by the NCTHA as a condition of initial and continued occupancy.

21. Insurance

The NCTHA shall provide required insurance on the unit structure including fire and extended coverage. Tenants may 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. 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.

22. Prohibition Against Changing Locks

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

23. Other Responsibilities/Obligations Under Lease Agreement.

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

SECTION 9. SUBLEASE POLICY

Sublease of rental units is not permitted under any circumstances.

SECTION 10. REASSIGNMENT OF UNIT BY NCTHA

NCTHA may reassign a low rent unit to an adult family member who is a member of the family composition at the time of initial occupancy, and who resides in the unit, upon a case by case basis; provided they meet all of the eligibility requirements.

**SECTION 11. EXECUTION OF THE LEASE AGREEMENT
(see Section 207 of NAHASDA)**

A. Prior to occupancy of a unit, the tenant shall execute a lease agreement with the NCTHA. This agreement is a legal document which describes rights, duties, obligations, and responsibilities of the tenant; 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 applicant or co-applicant will sign the agreement and a Resident Services Specialist and the Housing Division Manager will sign on behalf of the NCTHA.

B. CHANGES, MODIFICATIONS AND AMENDMENTS OF LEASE AGREEMENT

If the tenant 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.

SECTION 12. TERMINATION OF LEASE BY THE TENANT

The tenant may terminate the agreement provided that a fourteen (14) calendar day written notice is given to the NCTHA, and the procedures for termination contained in the agreement are followed.

SECTION 13. TERMINATION OF LEASE BY THE NCTHA

The NCTHA may terminate the lease in accordance with the provisions contained in the lease, and pursuant to the NCTHA policies and procedures contained herein, and applicable law. A failure by the tenant to comply with any of the requirements, obligations, or duties outlined in the lease agreement and/or NCTHA policies shall be grounds for termination. The NCTHA shall issue a notice of breach to the tenant as soon as possible after the occurrence of such a breach, stating the basis thereof.

However, failure by the NCTHA to provide notice of breach in a timely manner does not waive the NCTHA's right to enforce its interests 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 required by the NCTHA in order for the tenant to remedy the breach.

If the breach is not remedied to the satisfaction of the NCTHA, or if the breach is not remediable, this matter will be referred to the NCTHA Lease Compliance Review Committee (LCRC). The LCRC 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. The tenant shall be invited to attend the committee review and may provide information for the Committee's consideration in making its recommendation to the Director. The LCRC review will take place regardless of whether the tenant attends or not.

Upon receipt of a LCRC recommendation for termination of Lease Agreement, a Notice of Intent to Terminate Lease and Notice of Hearing Before the NCTHA Board of Commissioners shall be issued, signed by the Executive Director providing at least fifteen (15) - calendar days notice of the Hearing before the Board. The tenant shall have the right to present any relevant evidence, explanation, or response to the proposed termination at the Hearing, and may be represented by legal counsel at tenant's own expense. The tenant shall have the opportunity prior to the Hearing 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.

After the Hearing and opportunity for the tenant to be heard, the Board shall issue a written decision within five (5) calendar days, either terminating the lease or stating that the lease agreement shall continue in force and effect. A lease that is allowed to continue in force and effect, may be subject to having additional terms and conditions being placed upon the tenant's continued occupancy.

In cases of termination of the lease agreement, a Notice of Termination of Occupancy and Eviction shall be issued to the tenant in accordance with the terms and conditions of the lease agreement, and the Tribal Eviction Ordinance. The Notice 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. The Notice shall also state whether or not the breach may still be remedied prior to such date. In the event that the tenant fails to comply with the Notice and does not vacate the premises, after the termination date; 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.

Lease termination of SBC tenants that are issued by the NCTHA Board of Commissioners shall be reviewed by the NCTHA Administration for possible offer of Stipulated Judgment. Stipulated Judgment will not be offered in cases where tenants have caused extensive 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.

Terminations of Lease/eviction may be processed any time of year. Lease termination and Eviction Orders issued by the Tribal Court, will be enforced immediately.

Provided that Lease terminations or Eviction Orders issued by the Tribal Court against tenants 62 years of age or older, will not be enforced by the NCTHA from December 1 through March 1 of any calendar year, with the exception of terminations or evictions for criminal activity and/or for causing or contributing to a health hazard or threat to the health or safety of SBC residents; which shall be enforced immediately against tenants regardless of age.

SECTION I4. GRIEVANCE PROCEDURE

Any complaint which a SBC tenant has other than the termination of their lease, or any complaint which a tribal member seeking housing services at the SBC 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.

Upon request, the NCTHA shall assist any tenant or tribal member in writing up their complaint at any level of the Grievance Procedure.