

Round Valley Indian Housing Authority HOMEOWNERSHIP AND RENTAL PROGRAMS ADMISSION & OCCUPANCY POLICY

INTRODUCTION

This Homeownership and Rental Programs Admission and Occupancy Policy of the Round Valley Indian Housing Authority reflects the requirements of the The Indian Civil Rights Act of 1968, The U.S. Housing Act of 1937, The Indian Housing Act of 1988, Title VI of the Civil Rights Act of 1964, The Fair Housing Act 42 U.S.C. 3601-3620, Section 504 of the Rehabilitation Act of 1973, 24 CFR 1, 750 and 760, Subparts D and E of 24 CFR 950 and Section 504 of the Rehabilitation Act of 1973. This policy set forth the procedures to be used by the housing authority in the administration of the Homeownership and Rental programs to ensure full compliance with the aforementioned statutes and regulations as well as, Part B Attachment IV of the Consolidated ACC, Part II, and other Tribal, State and local laws as applicable.

SECTION 1: OBJECTIVES

It is the policy of the Housing Authority:

- (a) To avoid concentrations of the most economically and socially deprived families in any one or all of the Housing Authority's projects.
- (b) To obtain at initial occupancy a family body in each project that is composed of families with a broad range of incomes that are generally representative of the range of incomes of low-income families within the reservation area.
- (c) To preclude admission of applicants whose habits and practices reasonably may be expected to have a detrimental effect on the families or the project environment.
- (d) To achieve compliance with federal regulations, which limit the number of over income families that may be admitted to ten percent of the dwelling units per project of five units, whichever is greater.
- (e) To establish objective and reasonable policies for the selection of participants by the housing authority among the otherwise eligible applicants.

SECTION 2- CONDITIONS GOVERNING ELIGIBILITY

2-1 Eligibility for Admission

To be eligible for admission to the HUD-assisted homeownership and rental Housing programs operated by this Authority, applicants must:

- a. Have an Annual Family Income that does not exceed the applicable income limits except as exempted under governing regulations.
- b. For homeownership programs only, have an Annual Family Income that 15 percent (15%) of which does not exceed the sum of the administration charge.
- c. Be 18 years of age or older.
- d. Provide all requested information, including Social Security numbers and evidence of citizenship or eligible immigration status for all members of the household plus employer identification numbers for each working family member on the required forms.
- e. Agree in writing to participate and fully cooperate in the housing authority's counseling and training programs.
- f. Sign all required forms including the consent for disclosure of information.
- g. Agree to use the home as their principal residence during the term of the applicable Agreement.
- h. Be able and willing to meet all obligations of the applicable Agreement including the obligations to perform or provide the required MH Contribution, if required, and to pay for utilities and any additional charges.
- i. Applicants who have received housing services, names are to be placed at the bottom of the waiting list under already been served. **Applicants will be eligible for services after (7) seven years of Relinquishing service if: there is no debt in their name, have not been evicted from any Landlord**

Applicants will be eligible for services after (7) seven years of Termination of service if: there is no debt in their name, have not been evicted from any Landlord.

- j. Applicants who have received housing services, and have been terminated for cause are to be placed at the bottom of the waiting list under already been served.

Applicants that have applied for Low Rent/Elder units will be placed under already received services if married to a Homeowner and residing in a Mutual Help home. If Homeowner spouse relinquishes home, death, or divorces the applicant will then be eligible for services.

- k. The Tenant shall not permit the dwelling unit to be used for any other purposes. The lease is not assignable or transferable. The Tenant agrees that he will not sublet the dwelling unit.

2-2 Eligibility for Continued Occupancy

In order to be eligible for continued occupancy in the HUD-aided housing units operated by the Authority the occupants must:

- a. Be an authorized member(s) of the family.
- b. Provide all required information at annual reexaminations.
- c. Be in full compliance with all provisions of the applicable Agreement.

SECTION 3- SELECTION OF PARTICIPANTS

3.1 In selecting families, it shall be the policy of the housing authority to make participant selections that are related to individual attributes and behavior of an applicant and shall not be related to those which may be imputed to a particular group or category of persons of which an applicant may be a member. All participant selections shall be made in accordance with the following procedure:

3.2 Applicants whose names appear at the top of the Waiting List shall be selected first, according to the following criteria:

- a. Application has received the highest points and has been determined the Neediest family.
- b. Within each category, applicants shall be listed by date and time of application;
- c. A separate waiting list shall be maintained for each program (homeownership or rental) and within each program, for each bedroom size of the homes.
- d. Within each bedroom category, applicants shall be selected in the following order, by date and time of application:

- 1) Tribal members who are residing on the reservation or within the boundaries of Covelo for the last year or more at the time of selection.
- 2) Non-Tribal members/Non-Indian head of household with minors enrolled in Round Valley, who is residing on the reservation or within the boundaries of Covelo for the last year or more at the time of selection.
- 3) Non-Tribal members who are residing on the reservation or within the boundaries of Covelo for the last year or more at the time of selection.
- 4) Non-Indians (see eligibility restrictions for this category) who are residing on the reservation or within the boundaries of Covelo for the last year or more at the time of selection.
- 5) Tribal members who are living off the reservation, but in the Service Area (California) at the time of selection;
- 6) Non-Tribal members who are living off the reservation, but in the Service Area (California) at the time of selection;
- 7) Tribal members who are living outside the Service Area at the time of selection;
- 8) Non-Tribal members who are living outside the Service Area at the time of selection;

Applicants that have moved out of the Boundaries of Covelo to find decent, safe, sanitary housing for their family will have a one year grace period. To be eligible for this grace period applicants must provide documentation of work within the boundaries of Covelo. Applicants that have moved out of the Boundaries of Covelo due to school, rehab, military etc must provide documentation.

3-3 Elderly and Elderly Disabled families shall always have preference for the units designated for the elderly/disabled when there is a vacancy.

Elderly or Elderly Disabled families may request to have a live-in aide. The live-in aide must pass the background screening, before moving in or signing the Resident Lease. There must be a vacant room in the unit for the live-in aide.

3-4 Participant Selection Criteria

The housing authority shall place any applicant who has rented, abandoned, relinquished or been terminated from a Low-Rent or Mutual Help home at the bottom of the Waiting List under the already been served.

The housing authority shall not select any applicant for the program if it is determined during the application verification process, outlined in Section 5 of this policy, that the applicant family:

- a. Does not have the ability to meet program obligations, including the obligation to perform or provide the required maintenance (if required); to provide the required Mutual Help contribution (if required); and his/her own utilities, and to pay the administration charge or other charges, as required;
- b. Has acquired ownership of another home.
- c. Has a history of conduct that would be detrimental to the project or its residents
- d. Had previously abandoned a HUD-assisted home operated by this or another housing authority.
- e. Owes debts incurred from prior occupancy of a HUD-assisted home at this or any other housing authority.
- f. Has been previously evicted for noncompliance with the provisions of the authority Agreement;
- g. Does not intend to use the home as his/her principal residence during the term of the Agreement.

To determine the detrimental effect an applicant's conduct would likely have on a project or its residents, documentation is to include letters and reports of interviews or telephone conversations with reliable sources (including the applicant during a home visit), such as current and previous landlords, employer, court records, and police departments. These reports shall include the date, source of information, name and title of person contacted and a summary of the information received. The information shall include, but will not be limited to the following:

- a. Time, nature and extent of the applicant's habits and practices in regards to:
- b. Past performance in meeting financial obligations, especially rent; disturbances of neighbors, destruction of property, living or housekeeping habits, history of criminal activity involving crimes of physical violence to persons or property; and other acts which would adversely affect the health, safety or welfare of other residents.
- c. The report shall also include an evaluation of factors which indicate a probability of favorable future conduct of financial prospects, such as:

- d. Evidence of rehabilitation; evidence of willingness to participate in appropriate counseling service programs, and availability thereof; and evidence of willingness
- e. To attempt to increase income and availability of training or employment programs in the locality.

SECTION 4- OCCUPANCY STANDARDS

4-1 To avoid overcrowding and prevent waste of space, homes shall be assigned in accordance with the occupancy standards set forth below:

<u>Number of Bedrooms</u>	<u>Number of Persons</u>	
	<u>Minimum</u>	<u>Maximum</u>
1	1	2
2	2	4
3	2	6
4	4	8
5	5	10

4-2 Home are to be assigned, as much as practical, so that it will not be necessary for persons of opposite sex, other than spouses, to occupy the same bedroom.

4-3 Homes will be assigned so as not to require use of the living room for sleeping purposes.

4-4 Every family member regardless of age is to be counted as a person.

4-5 Young families may be assigned a larger unit in anticipation of additional children.

SECTION 5 – RECEIPT OF APPLICATION & DETERMINATION OF ELGIBILITY

This chapter sets forth the basic steps which shall be taken in obtaining and verifying information from applicant families for the purpose of (1) determining whether they meet the conditions of eligibility for admission set forth in Section 1; (2) applying the participant selection criteria contained in Section 2; (3) determining the required monthly payment to be charged in accordance with Appendix B Annual Adjusted Income; and (4) determining the size of dwelling required in accordance with Section 4.

5-1 Procedure Governing Receipt of Applications

- a. The application constitutes that basic record of each family's application for admission. Each applicant, therefore, will be required to supply information as called for on the Application for Admission form and sign the application and related forms attesting to the accuracy of the data provided. Each application shall reflect the date and time received. The application, together with all other materials relating to the family's eligibility, is to be maintained in an active file for each applicant not classified as ineligible or withdrawn.
- b. If during the application interview, it appears that the applicant is definitely not eligible, the applicant is to be so informed and the applications classified as ineligible. In such instances, sufficient information is to be entered on the application form to establish ineligibility.
- c. All entries are to be made in ink. Corrections or changes are to be made by lining through the original entry and entering the correct data. Such changes are to be dated and initialed by the person recording the change and the reason and authority for such changes noted in the record.

5-2 Verification and Documentation of Application Data

To assure that the data upon which the determination of eligibility, preference status, monthly payment to be paid, and size of dwelling required are full, true, and complete, the information concerning all amounts of income.

Complete and accurate verification records consisting of, but not limited to the following, are to be maintained:

- a. Signed letters or other statements from employers and other pertinent sources giving authoritative information concerning all amounts of income.
- b. Photostat or carbon copies of documents in the applicant's possession which substantiate his/her statements, or a brief summary of the pertinent contents of such documents, signed and dated by the staff member who viewed them.
- c. Certified statements, or summary data from books of account, from self-employed persons and from persons whose earnings are irregular, such as salesmen, seasonal workers, etc., setting forth gross receipts, itemized expenses, and net income. Copies of income tax returns shall be provided.
- d. Memorandum of verification data obtained by personal interview, telephone, or other means, with source, date reviewed and the person receiving the information clearly indicated.
- e. Documents verifying an applicant's preference status, as required.

5-3 Summary of Verification Data and Certification

Verification: Data is to be reviewed and evaluated as received for completeness, accuracy, and conclusiveness. Where the information received is not completely adequate in all respects, follow-ups or new efforts to obtain such information are to be made and carried through to conclusion. If during the verification process it becomes evident that for one or more reasons an applicant is ineligible, the investigation is to be discontinued and the applicant notified in writing of their ineligibility and the reasons for the ineligibility clearly stated.

As verification of all necessary items for each application is completed, a summary of the verified information is to be entered in the space provided on the Application for Admission form. The summary is to cover the following:

- a. Eligibility of the applicant as a family;
- b. Eligibility of the family with respect to income limits for admission;
- c. Size of unit to which the family should be assigned;
- d. Monthly payment which the family is to pay;
- e. Preference status, if any, of the family.

Certification: As part of the applicant's record of each family determined to be eligible by the housing authority, a designated staff member is to complete and sign the eligibility certification on the Application for Admission form.

5-4 Waiting List

The housing authority shall maintain a separate waiting list for each program for all families who been determined to meet the admission requirements. Such list must be maintained for each bedroom size home.

Low Rent applicants who owe money to the R.V.I.H.A will not be placed on the waiting list until the owed monies are paid in full to the R.V.I.H.A.

An applicant may submit an application and be placed on the waiting list if they have entered into a Payback Agreement. They must make their monthly payments every month as stated in the Collection Policy under Payback Agreements, they fail to make payments for two consecutive months they will forfeit their place on the waiting list.

The Round Valley Indian Housing Authority has determined there is a need for two Waiting Lists. A point system has been developed to serve the Neediest Families. While the list has served families, there are other families that are in need of a home but are getting pushed back on the list due to new applicants applying and receiving more points.

In order for all families to be served a second list is needed. That list will based on time and date of application. To ensure that all families have a chance to be served the Round Valley Indian Housing Authority must rotate between lists.

If you have been out of town you will be placed on the time and date application, until you have fulfilled your one year of residency.

Applicants are required to update their application within a year of signing, or will be removed off the Waiting List.

- a. A yearly update letter will be sent out with a deadline to return application.
- b. If the application is not returned by the deadline date, a reminder letter will be sent that the application has not been received. (a second date to update)
- c. After the second letter has been sent and there is still no response the applicant will be placed under an inactive list. If the applicant updates the application after being inactive they will be placed on the list under their new date of application.
- d. If removed from list due to deadline you will be placed on the list after the deadline.
- e. Time clock stamp on all applications

Accommodation

All Applicants that have applied for the waiting list, which, the head of household is no longer within the family composition, the Round Valley Indian Housing Authority will

allow the next primary caregiver to assume the head of household status therefore can assume the original date of application and will not lose their place on the waiting list. The primary caregiver must be a Tribal Member to take the Head of Household status.

5-5 Notification to Selected Families (new projects)

- a. Promptly after HUD's approval of the application for a project or house becoming available for occupancy, the housing authority shall proceed with the selection of as many families as there are homes available for occupancy. Selection of families shall be made from the list of applicants in accordance with the selection criteria outlined under Section 3.
- b. Selection of a homebuyer shall be made only after the site for that homebuyer has received HUD's final approval.
- c. The notification to a selected family shall be in writing and include at the minimum the following information:
 1. A statement that the family has been selected for the applicable project and the site number that has been approved for the family.
 2. A statement of approval of the form of the family contribution, if required, proposed to be provided by or on the behalf of the family.
 3. A statement of willingness to execute an Agreement shall be enclosed for signature and returned to the housing authority. The notification shall state the name(s) of the person(s) who must sign the statement.
 4. A statement that the family will be advised at a later date of the time and place for training activities and execution of the Agreement and the names(s) of the person(s) who must execute it on behalf of the family.
 5. A statement, if applicable, that the family's eligibility shall be subject to verification at the time of execution of the Agreement and will not thereafter be subject to re-verification.
 6. A statement that after the execution of the Construction Contract the family will receive a notice of confirmation which will state the estimated date of completion of the home insofar as such date can be reasonably determined.
 7. A statement that the issuance of the Notice of Selection does not constitute or give rise to any contractual obligation on the part of the housing authority or HUD.

5-6 Notification to Families Not Selected for a Project

If the housing authority determines that an applicant meets established admission requirements but is not to be selected for an available home then the housing authority shall so notify the applicant in writing. The notice shall also state that the applicant will remain on the waiting list for consideration in the event of vacancies or additional housing.

5-7 Notification to Families Not Meeting Admission Requirements

When the housing authority determines that a family does not meet the admission requirements of this policy or has not maintained sufficient income for homeownership, if required, the housing authority shall give the family prompt written notice of this determination and shall state that the family is entitled to an informal hearing by the housing authority if a request for such a hearing is made within a reasonable time as specified in the Grievance Policy.

SECTION 6- HOMEOWNERSHIP AND RENTAL AGREEMENTS

In the case of new construction, an Agreement is to be executed jointly by the Housing Authority and each family in that Project before execution of the construction contract for that project unless the housing authority obtains HUD approval of an exception. In the case of subsequent families or successors, the Agreement must be executed prior to occupancy of the home.

6-1 Execution of Agreement

- a. An Agreement shall be executed in duplicate original.
- b. The Agreement shall be executed by the Executive Director of the Housing Authority on behalf of the Housing Authority and by the Head-of Household and spouse (if any).
- c. The Family shall receive one of the original Agreements and the other shall be retained in the housing authority's tenant file.

6-2 Security Deposit

A security deposit of \$300.00 shall be paid to the Round Valley Indian Housing. The Resident must pay the deposit in full before the initial occupancy (unless approved for the three payment installment). The Housing Authority shall apply the security deposit, at the termination of this lease, toward reimbursement of the cost of repairs for any intentional or negligent damage(s) upon the leased premises caused by the Resident, his/her family or guest(s). In addition, the Housing Authority shall deduct any rent or other charges owed by the Resident from the security deposit. The Housing Authority shall refund the remaining balance to the Resident.

The security deposit may be made in three installments. The first installment of \$100.00, must be paid before the actual move-in process. The Resident will set up a payment schedule with the Resident Manager, taking no longer than three months to pay deposit balance.

6-3 Require Monthly Payment

Each family shall make a “Required Monthly Payment” in an amount to be determined as follows:

- a. Multiplying the family’s adjusted monthly income by 15 percent; for homebuyer programs, or by 30 percent for rental programs.

The minimum Required Monthly Payment for homebuyer programs shall equal the “Administration Charge” as determined by the housing authority and the maximum Required Monthly Payment shall be the sum of the Administration Charge and the monthly debt service amount defined as the principal and interest amount shown on the homebuyer’s purchase price schedule.

6-4 Purchase of Home

The Purchase of a homeownership program shall be in accordance with the provision contained in the applicable Agreement.

6-5 IHA Home Ownership Financing

IHA homeownership financing shall be in accordance with the provisions contained in the applicable Agreement.

6-6 Termination of Agreement

Termination of the Agreement shall be in accordance with the provisions contained in the Agreement.

6-6 Termination of Agreement

If it becomes evident that a family's income is inadequate to meet its obligations under the homeownership program, the housing authority may counsel the family about other housing options such as the Rental program. Inability of the family to meet the obligation under the homeownership program is grounds for termination of the agreement. The Homebuyer should be counseled to convert to the Rental program at this time and be advised that conversion back the homeownership program may occur upon the family's ability to afford homeownership housing.

6-7 Principal Residence

The acquisition of ownership of another home or failure to continue to use the authority home as the family's principal residence shall constitute grounds for termination of the agreement.

6-8 Use of Equity (homeownership programs)

If the homebuyer is in full compliance with the terms of the Agreement and the housing authority agrees, equity funds may be borrowed to make non-routine repairs related to either the structural integrity of the home, or to situation, which threaten the health or safety of the family. No luxury items or ordinary repairs may be completed using equity funds. Equity funds shall be repaid to the Authority, with interest at the current rate being earned by the Equity account.

SECTION 7 - OCCUPANCY

- a. The Tenant agrees to occupy the unit within 7 days of the beginning date of the lease Agreement. The Tenant agrees to use the premises continuously as the dwelling unit for the Tenant and family members designated in the lease. The occupancy of the dwelling unit is restricted to the specific persons listed as family members. The Tenant shall not permit the dwelling unit to be used for any other purposes.
- b. The Lease is not assignable or transferable. The Tenant agrees that he will not sublet the dwelling unit. The Tenant agrees not to allow any other person or family member, other than the family members specified in this Lease, to live in this unit for more than 14 days out of any calendar year without the written consent of the Landlord, which shall not be unreasonably withheld. Tenant also agrees to provide written notice of any absence up to fourteen (14) day or the unit may be considered abandoned. **If the unit is assigned, sublet or transferred or if the occupants**

change from those listed without prior written approval, the lease will be terminated.

- c. With the consent of the Landlord, a foster child or live-in aid will be allowed, providing the additional person/s will not overcrowd the unit. In case of an emergency situation it is the responsibility of the Resident to notify the RVIHA within 5 days. If the child may need to be in the home for 30-days or longer the Resident will need prior approval from the Board of Commissioners. The Landlord must be notified in advance if a foster child or live-in aid is expected to reside in the unit. The Landlord must be notified in advance if a foster child or live-in aid is expected to reside in the unit. Written approval must be received from the Landlord prior to foster child or live-in aid moving into the unit.
- d. An absence in excess of 15 days will require the written permission of the Landlord, in advance.
- e. If the Head of Household wants to add a family member to the Resident Lease, a Request to add must be filled out. Reasons must be given why the family members want to be added. If family members are over the age of 18 they must fill out and complete an RVIHA Low Rent application. All additions will be approved by the Resident Manager and with notification to the Board of Commissioners.

SECTION 7- EXAMINATION AND REEXAMINATION OF FAMILY

7-1 Purpose

To determine the required monthly payment, payment adjustments, and purchase requirements in accordance with the Agreement, the housing authority shall examine the family's earnings and other income prior to initial occupancy and shall make periodic reexaminations thereafter at least once a year. The "effective date" of an examination or reexamination refers to:

- a. In the case of an examination of admission, the effective date of initial occupancy.
- b. In the case of a reexamination of an existing family, the effective date of any change in the required monthly payment resulting from the reexamination.
- c. In the case of home purchase, as required by the Agreement.

7-2 Reexamination Schedule

The family's "reexamination schedule" shall coincide with the date of the effective subject to 7-1 above. Therefore, the reexamination process shall commence at least 2 months prior to the effective date to allow sufficient time for housing authority staff to verify all information provided by the family.

7-3 Reexamination Procedures

Data assembled at the time of the reexamination is to be filed in the folder set up for the family at the time of its admission.

a. **Receipt of Application for Continued Occupancy and Reexamination**

The family shall be required to submit all information for completion of an application for continued occupancy and reexamination. All entries are to be made in ink by the person interviewing the family on behalf of the housing authority.

Changes or corrections are to be initialed and dated by the person making such changes.

b. **The Head-of-Household and the interviewer must sign the completed application, and the required certification completed by the housing authority.**

7-4 Interim Re-determination of Family Income and Adjustment of Monthly Payment

No adjustments of monthly payments are to be effected between dates of annual reexaminations as set forth in 7-1 and 7-2 above except as provided in paragraphs (a) and (b) below.

a. **In addition to submitting such information as may be required at time of annual reexamination, families are required to report the loss of any family member through death, divorce, or other continuing circumstances, or addition of a family member by marriage, birth, or other circumstance.**

b. **Any family who reports a change in family circumstances (such as decrease in income, or a change in family composition) shall be given an interim income re-determination and, upon verification, the monthly payment will be adjusted if required.**

Failure to report the occurrence of the changes set forth in (a) and (b) above may require a retroactive monthly payment charge.

c. **Decreases in monthly payments are to be made effective on the first day of the month following that in which the change occurred (retroactively if necessary).**

d. **Increases in monthly payments are to be made effective on the first day of the second month following that in which the change occurred (retroactively if necessary).**

7-5 Verification and Documentation of Reexamination Data

To assure that the data upon which determinations as to be eligibility for continued occupancy and changes in required monthly payments are made, (either by scheduled reexamination or an interim reexamination) the information submitted by the families shall be verified. Verification procedures are the same as those shown in Sections 5-2 and 5-3.

7-6 Action Required Following Reexamination

Within 30 days after the Family has submitted all the information required of him or her, and called for on the Application for Continued Occupancy, he or she is to be informed in writing concerning:

- a. Any change to be made in the required monthly payment and the effective date thereof.
- b. Any instances of misrepresentation or non-compliance with the Agreement, other HUD regulations of IHA policy and any corrective or punitive action, which is to be taken.
- c. If the reexamination discloses that the family, at the time of admission or at any previous reexamination, knowingly made misrepresentations, which have resulted in the payment of a lower monthly payment than he or she should be paid, the family shall be required to pay the difference between the amount paid and what should have been paid.

7-7 Failure to Comply With Annual Reexamination

If a family fails to provide the information requested by the date, it shall be the policy of this housing authority to institute the maximum Required Monthly Payment amount, effective the first day of the second month following the month in which the information was requested. Additionally, failure to comply with the annual reexaminations is a breach of the Agreement and may result in termination of the Agreement. The following steps shall be taken for non-compliance:

The IHA shall send a "Notification Letter" to the family informing them of their failure to provide timely annual reexamination information as required. If the IHA does not receive a sufficient response from the family within 30 days from the date of the "Notification Letter" then the IHA must:

- a. Send a letter to the family notifying them of the intent to terminate for breach of the Agreement; and
- b. Commence termination and eviction procedures, as contained in the housing authority's Collection and Eviction Policy.

SECTION 8- CONVERSIONS AND TRANSFERS

8-1 Transfers between programs shall be affected utilizing the conversion process as authorized by governing regulations or by voluntary termination of the Agreement by the family, provided the family has:

- a. Applied for a home in the other program,
- b. Has been placed on the waiting list of the other program, and
- c. Is the next eligible family on the waiting list.
- d. Is willing and able to meet all obligations of the new Agreement

8-2 Transfers between units shall be determined by transferring families and the housing authority.

HA may refuse transfer request if:

- a. Owe a balance
- b. Condition of house
- c. Hasn't been a model tenant
- d. It does not meet the goals of the HA.

If the family no longer meets the occupancy requirements, they may be required to move to a unit that fits the family, if a unit is available.

All transfer requests must be in writing and submitted to the Resident Manager.

SECTION 9- MISCELLANEOUS

9-1 Entry of Premises During Occupancy

a. Tenant agrees that the duly authorized agents, employees, or representatives of Management will be permitted to enter Tenant's dwelling unit for the purpose of performing routine maintenance such as evaluation of the smoke detector, improvements or repairs for habitability. A written statement specifying the time, date, and purpose of

Management's entry, delivered to the Premises at least 48 hours before such entry shall be considered reasonable advance notification.

1. Such entry may be made without Tenant's permission only during normal business hours and after a 48-hour written notice to tenant of the date, time and purpose.
2. If this time or date is inconvenient the Tenant must contact the Resident Manager within 48 hours to arrange a mutually acceptable date and time.

b. Maintenance and the Resident Housing Manager will do spontaneous checks of battery and hard-wired smoke detectors. If a detector is found disconnected or without batteries the Tenant will be in violation of this policy.

c. Management may enter the premises at any time without advance notice when there is reasonable cause to believe that an emergency exists. In the event that Tenant and all adult members of the household are absent from the premises at the time of entry, Management will leave on the premises a written statement specifying the time, date, and purpose of entry prior to leaving the premises. The forty-eight (48) hour notices are also waived if the Tenant notifies Management of the need for repairs and gives verbal permission for Management to enter to do the repairs.

d. Management may enter the unit to determine whether it has been abandoned if examination of the premises by Management shows no evidence of current occupancy, such as removal of possessions, nonpayment of rent, disconnected utilities, or by other factors. Management will post a notice on the dwelling stating Management intends to take possession within 10 days of the posting. Abandonment shall be deemed termination by Tenant.

e. Management may enter the premises under a court order.

f. Management may enter the premises to supply necessary or agreed-upon services.

g. Management may enter the premises to exhibit the unit to prospective tenants, actual purchasers, mortgages, workers or contractors.

9-2 Landlords Remedy for Being Denied Access

a. The Landlord may serve a 3-day notice to perform the covenant or quit. If the tenant fails to comply within the 3-day period, the landlord could initiate an unlawful detainer action.

b. Or as Tenants occupy the property under a month-to-month tenancy, the landlord may elect to terminate the tenancy by giving a 30-day or 60-day notice to quit.

9-3 Annual Statement to Homebuyers

The housing authority shall provide to the homebuyer an annual statement that shows the remaining balance of the purchase price of the home, the amount of the equity and the balance in each reserve account.

9-4 Insurance

The housing authority shall carry fire and extended insurance coverage, on the home, as prescribed by HUD. Families are responsible for securing insurance coverage for personal property and the contents of the house such as furniture, clothes, and small appliances, etc.

9-5 Succession (homeownership program)

If a homebuyer fails to identify a successor in the Agreement, or the designated successor does not meet the criteria of the program regulations, it shall be this housing authority's policy to select a successor as follow:

a. Involuntary Succession – Involuntary succession occurs upon death or mental incapacity of the head of household.

(1) The Successor of the home becomes the person so designated by the present head of household in the Agreement unless said designated successor does not qualify as a homebuyer in the homeownership program.

(2) In the event that the designated successor does not qualify for program participation then the IHA will select the next family who is at the top of the Waiting List for that particular home.

b. Voluntary Succession – Head of Household wants to voluntary sign the house over to a successor.

In the event that the head of household wants to sign the house over to a successor or another family member then they may do so with the written approval of the housing authority.

9-6 Utilities-

Utilities are limited to P.G. & E. charges, water fees, garbage fees, septic tank pumping, and furnace fuel.

The family is responsible for the cost of furnishing utilities for the home. The IHA shall have no obligation for the utilities. However, if the IHA determines that a homeownership program family is unable to pay for the utilities for the home, and that this inability creates conditions that are hazardous to life, health or safety of the occupants, or threatens damage to the property, the IHA may pay for the utilities on behalf of the homebuyer and charge the homebuyer's equity in accordance with the Agreement.

9-7 Incentives-

Neighborhood Watch

Any tenants/homeowner of the RVIHA, Piner Sub-division who attends/participates in regular scheduled Monthly Neighborhood Watch meeting shall be eligible for **Tenant Incentive Door Prize** drawings. At the end of each regular scheduled Neighborhood Watch meeting there will be two **Tenant Incentive Door Prize** drawings, one for low-income tenants and one for homeowners. The low-income tenant incentive door prize drawing will be one month's free rent, not to exceed \$150.00. The homeowner incentive door prize drawing will be one month's garbage service thru Willits Solid Waste paid and one month water & sewer paid, not to exceed \$ 62.00. (If the winning Homeowner does not have Solid Waste service the RVIHA maintenance crew will pick up one can of garbage for a month or specified by the Resident Services Coordinator). Each tenant/homeowner who attends/participates in regular scheduled Neighborhood Watch meeting will be given a raffle ticket with six (6) numbers imprinted on it, from a perforated roll & raffle ticket roll. Each tenant/homeowner who is given a ticket will write their name on their ticket and give it back to RVIHA staff present at Neighborhood Watch Meeting; staff will then put the ticket either into low-income tenant ticket box to draw from or homeowner ticket box to draw from. Once all tickets from meeting participants are turned in and placed in appropriate boxes, one ticket from low-income tenant's ticket box will be picked and one ticket from homeowner's ticket box will be picked. Winners will be announced immediately following drawing of each ticket.

APPENDIX A: DEFINITION OF TERMS

Annual Income: The anticipated total income from all sources received by the family head and spouse (even if temporarily absent) and by each additional member of the family, including all net income derived from assets, for the 12-month period following the effective date of the initial determination or reexamination of income, exclusive of certain types of income as provided in item 1b below:

- a. Annual income include but is not limited to:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
 2. The net income from the operation of a business or profession.
 3. Interest, dividends, and other net income of any kind from real or personal property.
 4. The full amount of periodic payments received from such things as insurance policies, social security annuities, retirement funds, disability, death benefits or per capita tribal payments (The first \$2,000 of such per capita tribal payments are excluded from inclusion to family income per housing program regulation), etc.
 5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay etc.
 6. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from person not residing in the dwelling.
 7. All regular pay, special pay, and allowance of a member of the Armed Forces except as exempted in item 1b below.
- b. Annual Income does not include the following:
1. Income from employment of children (including foster children) under the age of 18 years.
 2. Payments received for the care of foster children.
 3. Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal property losses.
 4. Amounts received by the family that are specifically for, or in reimbursement of the cost of medical expenses for any family member.
 5. Income of a Live-In-Aide, (if the Live-in Aide is not expected to contribute towards the family support.
 6. Amount of educational scholarships paid directly to the student or to the educational institution, and amounts paid by the government to a veteran

made available for use in meeting the costs of tuition, fees, books, equipment, materials, supplies, transportation, and miscellaneous personal expenses of the student. However, any amount of such scholarship or payment to a veteran made available for subsistence is to be included in income.

7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
8. Amounts received under training programs funded by HUD.
9. Amounts received by a disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS).
10. Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program.
11. Temporary, nonrecurring or sporadic income (including gifts).
12. Amounts specifically excluded consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. The following is a list of types of benefits that qualify for that exclusion:
 - i. Relocation payments made pursuant to Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4636)
 - ii. The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977 (7 U.S.C. 2017(b)).
 - iii. Payment to volunteers under the Domestic Volunteer Service Act of 1973 (42 U.S.C. 5044(g), 5058).
 - iv. Payments received under the Native Alaska Claim Settlement Act (43 U.S.C. 1626(a)).
 - v. Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e)

- vi. Payments or allowances made under the Department of Health and Human Services Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f)).
- vii. Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b)).
- viii. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Stat. 2503-2504).
- ix. The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claim Commission or the Court of Claims (25 U.S.C. 1407-1408) or from funds held in trust for an Indian tribe by the Secretary of the Interior (25 U.S.C 117).
- x. Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 that are used to cover the cost of attendance at an educational institution.
- xi. Payments received from programs funded under Title V of the Older Americans Act of 1965 (42 U.S.C. 3056(f)).
- xii. Payments received after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement is Re Agent Orange product liability litigation, M.D.L. No. 381 (E.D.N.Y.)
- xiii. Holocaust Survivor Payments
- xiv. Supplemental Social Security Income (SSI) as qualified for by the elderly and disabled persons.

Annual Adjusted Income: Annual Income less the following allowance, determined in accordance with HUD program regulations:

- 1. \$480 for each Dependent;
- 2. \$400 for each Elderly Family;
- 3. For any Family that is not an Elderly Family but has a handicapped or disabled member other than the Head-of-Household or spouse, Handicapped Assistance

Expenses in excess of three percent of Annual Income, but this allowance may not exceed the employment income received by the family members who are 18 years of age or older as a result of the assistance to the handicapped or disabled person;

4. For any Elderly Family:
 - a. That has no Handicapped Assistance Expense an allowance for Medical Expenses equal to the amount by which the Medical Expenses exceed three percent of Annual Income.
 - b. That has Handicapped Assistance Expenses greater than or equal to three percent of Annual Income, an allowance for Handicapped Assistance Expenses and Medical Expenses that is equal to the amount by which the sum of these expenses exceeds three percent of Annual Income.
5. Child Care Expenses: Amounts anticipated to be paid by the Family for the care of children under 13 years of age during the period for which Annual Income is computed, but only where such care is necessary to enable a Family member to be gainfully employed or further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare, and, in the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment.
6. Excessive travel expenses, not to exceed \$25 per family per week for employment or education related travel.

In order to be eligible for the excessive travel deduction, the family must provide documentation showing daily employment or education mileage of at least 100 miles per day.

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

Disabled Person: A person who is under a disability as defined in Section 223 of the Social Security Act (42 U.S.C. 423), or who has a developmental disability as defined in Section 102(7) of the Development Disabilities Assistance Bill of Rights Act (42 U.S.C. 60001(7)).

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

Elderly Family: A family whose head or spouse (or sole member) is an elderly, disabled, or handicapped person as defined in this section. It may include two or more Elderly, Disabled, or

Handicapped persons living together, or one or more of these persons living with one or more Live-in-Aides, as defined below.

Elderly Person: A person who is at least 62 years of age. A person who is at least 55 years of age that has health illnesses (defined by licensed physician documentation)

Event: The death or mental incapacity of all of the persons who have executed the agreement as homebuyers.

Family: A group of two or more persons with/without child or children who have a stable family type relationship (including members who are temporarily absent) and whose income and resources are available for use in meeting the living expenses of the group.

A family includes but is not limited to (a) an elderly family or single person as defined in this section, (b) the remaining member of a tenant family, and (c) a displaced person.

Lodgers shall not be included in determining the size of family nor shall they permit to occupy the unit for more than thirty (30) consecutive during the term of the MHOA.

Full-time Student: A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institute attended. An educational institution offering a college degree.

Handicapped Person: A person having a physical or mental impairment that (a) is expected to be of long-continued and indefinite duration, (b) substantially impedes his or her ability to live independently, and (c) is of such a nature that such could be improved by more or suitable housing conditions.

Head of Household: A family member who is held responsible and accountable for the family.

Involuntarily Displaced: An applicant is or will be involuntarily displaced if the applicant has vacated or will have to vacate his or her housing unit as a result of displacement by disaster, government action or by action of the housing owner and is presently living in substandard housing.

Live-in Aide: A person who resides with an elderly, displaced, or handicapped person or persons and who (a) is determined by the housing authority to be essential to the care and well being of the person(s); (b) is not obligated for support of the person(s); and (c) would not be living in the unit except to provide necessary supportive services.

Minor: Minor means a person less than 18 years of age, except that a head of household or spouse shall not be considered a minor.

Rent: Rent is defined as:

- a. The actual amount due, calculated on a monthly basis, under a lease or occupancy agreement between a family and the family's current landlord; and
- b. In the case of utilities purchased directly by tenants from utility providers, (1) the IHA's reasonable estimate of tenant-purchased utilities (except telephone) and other housing services that are normally included in rent; or (2) if the family chooses, the average monthly payments that it actually made for these utilities for the most recent 12-month period, or for an appropriate recent period.

Single Person: A person who lives alone or intends to live alone, and who does not qualify as (a) an elderly family, (b) a displaced person (as defined in this section) or (c) the remaining member of a tenant family.

Spouse: The wife or husband of the head of household.

Standard, Permanent Replacement Housing: Is defined as housing:

- a. that is decent, safe and sanitary;
- b. that is adequate for the family size; and
- c. that the family is occupying pursuant to a lease or occupancy agreement.

Such housing does not include transient facilities such as temporary shelters for victims of domestic violence or homeless families, and in the case of domestic violence does not include the housing unit the applicant and applicant's spouse or other members of the household who engage in such violent lives.

Substandard Housing: A unit is substandard if it:

- a. Is dilapidated and as such:
 - (1) Does not have operable indoor plumbing;
 - (2) Does not have a usable flush toilet inside the unit for the exclusive use of the family;
 - (3) Does not have a usable bathtub or shower inside the unit for the exclusive use of the family;
 - (4) Does not have electricity, or has inadequate or unsafe electrical service;
 - (5) Does not have a safe or adequate source of heat;
 - (6) Should, but does not have, a kitchen; or
 - (7) Has been declared unfit for habitation by an agency or unit of government.

Substandard Homebuyer: A homebuyer, who is selected for a home for which the previous Agreement has been terminated.