

LOW RENT ADMISSIONS AND OCCUPANCY POLICY

The Round Valley Indian Housing Authority Board of Commissioners (“Board”) adopted this Policy on May 10, 2017. The effective date of this Policy is May 10, 2017, and the Policy shall be retroactive in application.

This Policy is the official Low Rent Admissions and Occupancy Policy of the Round Valley Indian Housing Authority (“Housing Authority”) adopted to standardize admissions and occupancy procedures used by the Housing Authority for low rent units offered pursuant to the Native American Housing Assistance and Self Determination Act of 1996 (“NAHASDA”), P.L. 104-330 (as amended by P.L. 105-276, P.L. 106-568, P.L. 107-292, and P.L. 108-393). This Policy shall be reviewed periodically to ensure compliance with Tribal and federal law and regulations. This Policy is to be read in conjunction with the Round Valley Indian Housing Authority’s Collection and Eviction Policy.

General Provisions

1. Application – This Policy applies to the low and moderate income applications, residents, and tenants, of all Housing Authority-managed NAHASDA low-rent housing. The rental program is affordable housing available on a month-to-month basis, and consists of single-family homes and apartments.
2. Purpose – The purpose of this Policy is to provide procedures that ensure the fair, consistent and equitable treatment of applicants for and residents of NAHASDA low rent housing managed by the Housing Authority. This Policy establishes the guidelines for eligibility, the application process, criteria for admission, criteria for rejection of applicants, and waiting lists. It is also the overarching goal of this Policy to ensure the continuation of adequate housing services to Round Valley Tribal members and families; to ensure the safety and wellbeing of Housing Authority tenants and residents; and to promote equity, fairness, and due process for all recipients of Housing Authority services.
3. Construction of Policy and Computation of Time – The rules and standards of this Policy must be construed in favor of Housing Authority, and any ambiguities herein or relative to other Housing Authority policies must be resolved in favor of the Housing Authority. Nothing in this Policy is to be construed as a waiver of sovereign immunity by the Round Valley Indian Tribes or its Housing Authority or consent to suit on behalf of any RVIT or Housing Authority officer or employee. Further, as used in this Policy:
 - a. “Must” or “shall” is mandatory.
 - b. “May” is permissive.
 - c. “May not” means is not permitted to.
 - d. “Will” expresses a future contingency or predicts action in the ordinary course of events, but does not signify a mandatory duty.
 - e. “Should” expresses a preference or a nonbinding recommendation.
 - f. Each tense (past, present, or future) includes the others.
 - g. Each gender (masculine, feminine, or neuter) includes the others.
 - h. Each number (singular or plural) includes the other.

- i. The time in which any act provided by these rules is to be performed is computed by excluding the first day and including the last, unless the last day is a Saturday, Sunday, or other federal or Tribal holiday, and then it is also excluded. Unless this Policy specifies “court days” or “business days,” time is to be computed using calendar days, inclusive of Saturdays, Sundays, and other federal holidays. Thus, “five days” means five calendar days, which includes weekends and federal or Tribal Holidays.
- j. Unless otherwise provided by this Policy, if the last day for the performance of any act that is required by these rules to be performed within a specific period of time falls on a Saturday, Sunday, or federal or Tribal holiday, the period is extended to and includes the next day that is not a holiday.

ADMISSIONS

1. ELIGIBILITY

- a. **Low-Income** – The Applicant must qualify as a low-income family.
- b. **Compliance with Covenants** – The applicant must be able to demonstrate that he or she is able and willing to meet all of the obligations of a tenant as set forth in the rental agreement, including but not limited to the obligation to pay monthly rent and utility costs.
- c. **Tribal Member** – Tribal membership is required as follows:
 - i. The head of household must be a member in good standing of the Round Valley Indian Tribes.
 - ii. An adult Non-Tribal Member may be head of household if they have legal custody of children under the age of 18 who are enrolled with the Round Valley Indian Tribes.
- d. **Local Resident** – Must maintain a local, legal residence continuously for one (1) year before being eligible for services under the RVIHA Low Income Rental Program. Verifiable proof must be provided by the applicant to show that this eligibility requirement is met.
- e. **No Outstanding Debt** – The applicant cannot have any outstanding debts to the Housing Authority or any other housing entities or tribal entities (further outlined in Section 2.j.iii). If the applicant has an existing debt with a Tribal entity, however, the Housing Authority may, at its sole discretion, waive this requirement if the applicant enters into a payback agreement with the Tribal entity for the balance owed within thirty (30) days of applying for housing.
- f. **No Criminal Convictions** – The applicant or a proposed household member must not have admitted to or been convicted of (including “no contest” pleas) any criminal activity that includes the use, attempted use, possession, manufacture, sale, or distribution of a controlled substance that is not allowed by applicable law; physical violence to persons or property, sex crimes, crimes against children, or crimes the nature of which endanger the safety, welfare or quiet enjoyment of the community.
- g. **Minimum Income** – The table below provides the minimum yearly income acceptable, adjusted by family size, in order to qualify for the Housing

Authority’s NAHASDA low rent program. The Housing Authority may review and adjust these figures as is necessary, at its sole discretion.

<u>Family Size</u>	<u>Minimum Annual Income</u>
1	\$4,644
2	\$7,632
3	\$9,456
4	\$11,232
5	\$12,780
6	\$14,464
7	\$15,780
8	\$17,280

- h. Estimating Income** – The Housing Authority will anticipate total income from all sources to be received by the head of the household, his or her spouse, and additional members of the family over the next twelve (12) months, unless there is verifiable evidence of a likely change in circumstance. Historical information may be used to estimate income that is anticipated to be received for less than twelve (12) months.
- i. Age Requirement** – The applicant must be an adult on the date the application is filed. An adult must execute lease agreements and other legal documents.
- j. Essential Families** – If an applicant qualifies as a family but is non-Indian, or, if the Housing Authority determines that an applicant qualifies for housing services but the family is an over income Indian family, the Housing Authority may determine the family to be eligible for low-rent housing services if the family demonstrates that their presence in the community is essential to the wellbeing of other Indian families and their need for housing cannot reasonably be met without participation in the Housing Authority’s rental program. The Board shall determine by Resolution whether a family is essential, on a case-by-case basis. The Board reserves the right to revoke a family’s status as essential at any time. Any decision made pursuant to this Section 1.j shall be made at the sole discretion of the Housing Authority.
- k. Disposition of Home/Trailer Home** – The Housing Authority will deny housing assistance to applicants who own a home or trailer home, or if a person on the family composition owns a home or trailer home, unless or until they show proof of disposition on the home/trailer home. Proof of disposition must be an executed document, such as a bill of sale for the property or a deed transfer. The applicant must provide original executed documents to the Housing Authority for verification.

2. Application Process

- a. Applicable Federal Law**

 - i. The Indian Civil Rights Act (Title II of the Civil Rights Act of 1968, 25 U.S.C. §§ 1301-03), Indian Self-Determination and Education Assistance

Act (25 U.S.C. § 450e), Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 200d-200d-4), and Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. §§ 3601 *et. seq.*), do not apply to the Housing Authority and the Housing Authority's preferences that favor Indian families.

- ii. The Housing Authority shall not discriminate against applicants otherwise eligible for admission merely because their incomes are derived in whole or in part from public assistance.
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and the regulations promulgated there under, prohibit the Housing Authority from discriminating against an Individual with handicaps, solely on the basis of his or her handicap, under any Housing Authority program that receives federal financial assistance from HUD.
- iv. The Housing Authority will make reasonable accommodations to permit persons with disabilities to apply for and benefit from housing managed by the Housing Authority. Reasonable accommodations may include providing modifications to the dwellings and facilities so that they are physically accessible. Reasonable accommodations may also include effective communication and outreach tools so that all applicants can obtain program information (e.g., a Telecommunications Device for the Deaf ("TDD") or an equally effective communication system).

b. Applications and Determinations of Eligibility – The Housing Authority shall obtain and verify information from applicants for the sole purpose of:

- i. Determining whether they meet the conditions of eligibility for admission;
- ii. Determining the size of the dwelling required;
- iii. Determining accessibility needs, if any, of the dwelling required;
- iv. Applying the participant selection criteria;
- v. Determining monthly payment to be charged; and
- vi. Ensuring the health, safety, and welfare of all residents of the community.

c. Procedures for Completing and Receiving Applications

- i. The Application for housing is the basic record of each family/person applying for housing services. Each applicant must provide all of the information requested on the application and sign all necessary forms, documents, and certifications. Information and statements made by the applicant must be accurate and are subject to verification by the Housing Authority.
- ii. Families who desire to participate in a housing program managed by the Housing Authority must begin the process by completing an application. The Housing Authority staff will prepare application packages and make them available to individuals interested in Housing Authority programs. The standard application package includes a variety of standard forms and documents that are available from the Housing Authority. The application must seek, at a minimum, the following information from applicants:

1. The Applicant's name and present address;
 2. Family income information, including all information from sources that would be counted in calculating annual income, adjusted income, and net assets.
 3. The number of family members, including all family members who would live in the dwelling unit, even those who would only live there on a part-time basis, and their birthdates;
 4. Indication of a need for an accessible unit and/or disability-related adjustments to income;
 5. Certification that the unit will serve as the family's primary residence;
 6. The Social Security Numbers for all members of the family;
 7. Adjustments to income for which the family may qualify; and
 8. Signature and date of the applicant.
- iii. **Incomplete Application** – Failure to timely submit a completed, legible, and accurate application, including all supporting documentation, will delay processing of the application and placement on the appropriate waiting list(s).
- iv. **Assets** – Applicants are required to list their assets and value. For example, a vehicle, home, trailer home, land, retirement funds, etc. Applicants must also certify whether any assets have been disposed of for less than fair market value.
- v. **Criminal Background Checks** – The Housing Authority shall conduct criminal background checks on each applicant and adult listed on the family composition form. The criminal background check is used to verify the applicant's statements on the application. They are also used to ensure that the applicant, and his/her family members who intend to reside in the home, do not fall within one or more of the rejection criteria for eligibility.
1. The cost associated with doing a criminal background check is \$50.00, payable by the applicant when the application for housing is filed.
 2. If an applicant or member of his/her family who intends to reside in the unit refuses to submit to a criminal background check, the application screening process will be halted. Without it, the Housing Authority staff cannot process the application, rendering the application incomplete, resulting in the applicant not being placed on the waiting list for housing assistance.
 3. Criminal background checks will be valid for a period of 12 months. If an applicant has not been placed in a home within that 12-month period, the Housing Authority staff will resubmit the criminal background check. The applicant must bear the cost of this follow-up check.

- vi. **Use of Criminal Background Checks** – Federal and Tribal laws limit how the Housing Authority staff may use the information obtained through a criminal background check.
 - 1. The Housing Authority Executive Director will review all criminal background checks as part of the application screening process.
 - 2. Criminal background checks that are returned to the Housing Authority with no criminal background information will be marked “OK”, dated, and initialed by the Executive Director. A copy of the cover sheet will then be forwarded to the Resident Manager for inclusion in the applicant’s file. This allows the application screening process to move forward.
 - 3. The Housing Authority Executive Director will retain criminal background checks that are returned with positive criminal background information. The Executive Director will review the report and decide if there are grounds for denying housing assistance to the applicant. The decision is left to the sole discretion of the Housing Authority. If the criminal activity is sufficient to deny the application, the Executive Director shall mark the report “Not Eligible for Housing Assistance” and note the applicable eligibility criteria. The Executive Director will forward a copy of the cover sheet to the Resident Manager for inclusion in the applicant’s file. The application screening process will be halted at that time.
 - 4. Criminal background reports shall not be reproduced.
 - 5. Criminal background reports that indicate a history of crime will not be placed in the applicant’s file. The Executive Director will retain them in their office in a securable file drawer for 1 year, after which it will be destroyed.
- vii. **Custody of Minors** – Applicants who are divorced, legally separated, or have someone else’s children, and who would not otherwise be eligible for housing or are seeking a larger home because of family size, must provide proof that they have legal custody (per court order) of all minor children listed on their application.
- viii. **Employment Data** – Applicants are required to list their current employer, status (full time/part time/temporary), employer’s name and address, applicant’s position, job title, and duration of employment.
- ix. **Expenses** – Applicants are required to list all expenses (rent, child care, child support, medical, educational, etc.). This information is used to determine eligibility, help determine adjustments to income, and to help calculate rent payments.
- x. **Extended Family Members** – The Housing Authority will not consider extended family member(s) listed on the application when determining dwelling unit size eligibility unless such family members provide affidavits or some other assurances of their intent to reside in the unit.

- xi. **Household Income** – Applicants must provide all sources of income for all household members listed on the application. Supporting documents must include, if applicable, the following:
 - 1. Self-employed applicants must provide current documentation of income and expenses, which cannot be older than the previous fiscal year and must complete an IRS Form 4506. Self-employed applicants should also submit a copy of IRS Form 1040 Schedule C, Schedule E, or Schedule F, as applicable.
 - 2. Applicants receiving unemployment benefits must provide the most recent award or benefit letter prepared and signed by the authorizing agency to verify the unemployment income.
 - 3. Applicants receiving regular, unearned income or other public assistance (e.g., Social Security, pensions, workers compensation) must provide a copy of the most recent award or benefit letter prepared and signed by the authorizing agency. Information must be updated every twelve (12) months to account for cost-of-living increases or changes in benefits.
- xii. **Preferred Living Area** – Applicants may choose a specific area to live by preference. Failure to take an available unit in a preferred area will not result in removal from the waiting list, however. Instead, it will result in the applicant being dropped to the bottom of the waiting list for the program for which he/she had marked as a preference.
- xiii. **Pregnancy** – Pregnant applicants wishing to have their child considered when determining dwelling unit size eligibility may present a signed statement from their doctor to verify that they are pregnant. The statement must include the name of the patient (applicant or family member) and anticipated delivery date on the institution's stationary/letterhead.
- xiv. **Prior Housing Assistance and Rental History** – Applicants must advise the Housing Authority about any housing assistance that they are currently receiving or have received in the past, including their rental history. The Housing Authority shall investigate prior housing history, which may include verifying the participant's behavior.
- xv. **References** – Applicants are encouraged to provide references willing to attest to an applicant's previous rental and/or credit payment history.
- xvi. **Release Forms** – Applicants are required to sign and date a form that authorizes the Housing Authority staff to request information concerning eligibility for Tribal and/or Federal Housing Assistance. If the applicant refuses to sign the release form it will preclude the Housing Authority from being able to process an application and thus render it incomplete. The head of household and all other family whose income, assets, or other circumstances require verification must sign a form verifying employment providing permission for the Housing Authority to ask questions about and verify information related to the family's income and other circumstances that affect eligibility and the amount the family must pay. Applicants must sign the form as a condition of admission and continued occupancy.

The Housing Authority must ask applicants to execute the form even in cases where the person has not reported any income. Applicants may also be required to sign additional release forms, if needed, to authorize staff to request other information regarding the applicant's income, assets, expenses, and deductions.

- xvii. **Social Security Numbers** – Social Security numbers are required for verification purposes. The applicant must provide the Housing Authority with complete and accurate Social Security numbers for each family member or person listed on the application who is 6 years of age and older. The applicant must provide documentation of the Social Security numbers provided, such as a valid Social Security card or other evidence of the Social Security number. If the applicant does not have this documentation, the applicant must submit a signed certification stating his/her Social Security number. Applicants shall have sixty (60) days to submit acceptable documentation of the Social Security number. This sixty (60) day period can be extended another sixty (60) days for elderly applicants, at the sole discretion of the Housing Authority.
 - xviii. **Ownership or Lease of Other Housing** – NAHASDA low rent houses must be utilized by the tenant as his or her principal residence. The applicant must provide to the Housing Authority documentation of ownership or a leasehold interest in other property.
 - xix. **Alimony or Child Support** – An applicant receiving alimony or child support payments must provide a copy of the divorce decree, separation agreement, or other document indicating the amount of the required support payments. The applicant must also report the amount received during the past twelve (12) months. If the applicant reports that the amount required by the agreement is not being received, the applicant must document that assistance has been requested from the state or local entity responsible for enforcing payment.
 - xx. **Completed Applications** – Completed applications should be submitted to the Housing Authority by hand or by mail to the Round Valley Indian Housing Authority office located at 115 B. Concow Blvd., (or use P.O. Box 1285) Covelo, California 95428. Immediately upon the Housing Authority's receipt of the application, the application must be date/time stamped, initialed by the person who received it, and then forwarded to the Resident Manager for processing. The Housing Authority Resident Manager (or other individual so delegated by the Executive Director) will initiate the review of applications within five (5) workdays of receipt of the application. The Resident Manager will use an "Admissions Verification Checklist" (Appendix B) when reviewing applications.
- d. Verifications** – The Housing Authority will verify information that affects eligibility, family composition, selection, priority or preferences, annual income, unit size, determination of affordable rent, and housing need.
- i. The preferred method of verification shall be written verification by a third party. In the event that third party verification cannot be obtained, the Housing Authority 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 the information submitted is true and accurate.

ii. The Housing Authority shall maintain complete and accurate verification records, consisting of, but not limited to, the following:

1. Verification of income, including financial institution documents verifying account balances, copies of year-end financial statements, letters or other statements from employers, and other pertinent sources giving authoritative information concerning all amounts of income. Written income-related verifications are valid for ninety (90) days and may be valid for an additional ninety (90) days with oral revivification at the end of the ninety (90) day period. In no case may information that is older than one hundred eighty (180) days be used. When it is not immediately possible to obtain the written verification from the income source, the income may be temporarily verified by actually examining the income checks, check stubs, or other reliable data the person possesses which indicates gross income.
2. Certified statements, or summary data from bank accounts, from self-employed persons, and from persons whose earnings are irregular, such as salesmen, taxi drivers, etc., setting forth gross receipts, itemized expenses, and net income.
3. Memoranda of verification data obtained by personal interviews, telephone, or other means with source, date reviewed and the person receiving the information clearly indicated.
4. Verification of family composition can be accomplished through a variety of sources and documents. For example, a birth certificate or custody agreement verifies that a minor child is part of the family. Also, divorce or separation agreements can verify that an individual is no longer a member of the family.
5. Disabilities are verified only if necessary to qualify the family as an elderly family, or if a disability affects the family's eligibility for deductions from income. Verification may be provided by a physician, a clinic, welfare agency, the Social Security Administration, or other knowledgeable service.

e. **Certification** – Prior to turning in the completed application, the applicant must certify that all information contained in the application is true and accurate to the best of his/her knowledge. Signing the completed application signifies this certification.

f. **Confidentiality Statement** – In applying for housing programs, families are required to reveal personal information about themselves and their finances that most citizens are allowed to keep private, and usually choose to keep private. Applicants do not give up their right to privacy simply because they are participating in a Housing Authority program. Housing Authority staff shall respect applicants and residents by keeping all information about them in strictest

confidence, using it only when necessary in their work. Violation of confidentiality is grounds for immediate dismissal of the offending Housing Authority staff member.

- g. Notifications** – The Housing Authority will notify applicants of incomplete applications with the “Incomplete Application Notice” (Appendix C) form. Applicants will be allowed ten (10) business days from the date of the notification letter to respond to and correct the deficiencies identified during the review process. If the applicant fails to properly complete the application and/or respond within fourteen (14) days he/she will be ineligible for placement on the waiting list.
- i. If the applicant has outstanding debt owed to the Housing Authority, the Resident Manager will promptly notify the applicant, in writing, that their application cannot be processed until the debt is taken care of using the “Notification of Debt” (Appendix D) letter. The applicant will be given ninety (90) days to clear his/her debt.
 - ii. Once the Housing Authority determines the applicant qualifies for housing services, the Resident Manager will promptly notify the applicant, in writing, that he/she is eligible for housing services and has been placed on the applicable waiting list, using the “Notification of Eligibility” (Appendix E) letter.
 - iii. Once the Housing Authority determines the applicant does not qualify for housing services, the Resident Manager will notify the applicant within ten (10) days of rendering the decision, in writing, that he/she is not eligible for housing services, using the “Notification of Non-Eligibility” (Appendix F) letter.
 1. The Housing Authority shall advise ineligible applicants of their right to appeal the Housing Authority’s decision. Appeals must be in writing and made within ten (10) business days of the date the notification letter was mailed.
- h. Application Files** – The Housing Authority 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. All income, assets, expenses, deductions, family characteristics, and any other factors that affect family eligibility for level of assistance must be documented in the family’s file. The Housing Authority must retain executed tenant certification forms and any supporting documentation in the tenant file for at least three (3) years. Files will be placed in one of four categories.
- i. **Eligible** – This file contains those applications that have met initial eligibility requirements and have been placed on the waiting list for the program(s) being applied for.
 - ii. **Ineligible** – This file contains those applications that have not met initial eligibility requirements and have been determined to be ineligible for the program(s) being applied for.

- iii. **Incomplete/Pending** – This file contains those applications that have not been sufficiently completed or verified to allow for determination of eligibility to be made. If the missing/incomplete information is not submitted within the guidelines outlined in Section 3.g of this document, the application will be placed in the inactive file category.
- iv. **Inactive** – This file contains those applications that have not been updated within twelve (12) months. Those applicants will be removed from the waiting list and they will have to reapply as new applicants in order to be placed back on the waiting list. Incomplete applications will be placed in this file as well.

i. Application Updates

- i. All applications shall be updated as soon as there has been a change in either the applicants housing situation or income.
- ii. Application filing dates are used as the basis for determining time frames for updates.
 - 1. Applications must be updated every twelve (12) months.
 - 2. The Housing Authority shall notify applicants whose application is nearing the expiration date. The Resident Manager will mail to the applicant a “Notification of Application Update” (Appendix G) form letter and new application form at least 2 weeks prior to the expiration date.
 - 3. Applicants are allowed two (2) weeks to respond with an updated application.
- iii. If the applicant fails to update his/her application by the end of the two (2) week period, the Resident Manager will make one last attempt (by phone) to contact the applicant in an effort to determine the client’s reason for non-compliance. If there is still no response two (2) weeks following the renewal date, the applicant shall be dropped from the waiting list and moved to the inactive file.

j. Rejection Criteria – The Housing Authority shall, at its sole discretion, reject housing program applications if the applicant or any member of the household would endanger the health, safety or welfare of the community, the financial stability or physical environment of the program, or if the applicant is generally uncooperative or unresponsive. The Housing Authority will consider the following to have a negative weight on applications:

- i. **Abandonment** – Applicants who have participated in a Housing Authority assisted program and who abandoned a house or program are ineligible for future housing assistance for a period of 2 years from the date of the abandonment.
- ii. **Criminal Activity** – An applicant, member of the household or one who is expected to reside in the household, who was or is engaged in any criminal activity that includes the manufacture or sale of illicit drugs or controlled substances (to the extent not otherwise allowed by the Tribe’s Compassionate Use Ordinance), physical violence to persons or property,

sex crimes, crimes against children, or crimes the nature of which endanger the safety, welfare or quiet enjoyment of the community may be ineligible for housing programs.

- iii. **Debt Obligations** – Applicants with delinquent debts to the Housing Authority, other Tribal Programs, other Federal programs, private landlords, utility companies, or similar debts will be ineligible for admission until all of the applicant’s delinquent debts are made current and reasonable assurance is obtained that the contributing causes nonpayment during the present or prior occupancy have been sufficiently changed to enable the family to pay when due, rent and other expenses relating to the occupancy of the dwelling unit.
 - 1. In those instances where two (2) unmarried individuals are former leaseholders with an unpaid debt, the Housing Authority will consider each individual responsible for one half of the debt. If one of the leaseholders pays his/her share of the debt, he/she will be considered eligible for housing programs and the remaining debt of the other individual will not be held against him/her. The applicant with the unpaid debt will remain ineligible for housing assistance and cannot be added to the family composition of any household under management of the Housing Authority until the debt is paid in full.
 - 2. Where the applicant(s) is a married individual and is a former leaseholder with a debt, the Housing Authority will consider the debt as belonging to the married couple.
 - 3. In those instances where a previously married couple is divorced or legally separated, and were former leaseholders with an unpaid debt, the debt will be handled as outlined in Section 2.j.iii.1 of this document. Documentation evidencing a divorce or legal separation is necessary. A spouse with an unpaid debt will remain ineligible for housing assistance and cannot be added to the family composition of any household under management of the Housing Authority.
 - 4. Any former leaseholders or program participant of the Housing Authority with a debt over ninety (90) days past due will be ineligible for any Housing Authority program for a period of one year. The one (1) year timeframe will be based on the date that the outstanding debt was satisfied.
- iv. **Destruction of Property** – A person evicted for intentionally damaging or destroying rental property will be ineligible for any type of housing assistance from the Housing Authority for a period of two (2) years from the date of eviction from those premises.
- v. **Drug Dealers** – Anyone who engages in dealing drugs will be permanently ineligible for any type of housing assistance from the Housing Authority. For the purposes of this subsection, “dealing drugs” shall mean, to the extent not otherwise allowed by the Tribe’s Compassionate Use Ordinance, manufacturing, distributing, delivering or

selling with intent to distribute, deliver, or sell controlled substances contrary to the laws of the United States of the State of California.

- vi. **Evictions** – Applicants with any prior evictions will not be eligible for any type of housing assistance for a period of two (2) years from the date of the eviction.
- vii. **Failure to Cooperate** – Not cooperating with the Housing Authority in regard to the application, income verification, or recertification process may disqualify an applicant. It is within the sole discretion of the Housing Authority to determine what is considered a failure to cooperate.
- viii. **Fraud** – A person who committed fraud in connection with any program, or willfully misrepresented information in the Housing Authority’s application process, will be ineligible for housing assistance for a period of four (4) years from the date of the fraud.
- ix. **Unsanitary Living Conditions** - An applicant will be ineligible for housing assistance if he/she has a history of unsanitary living conditions, which may include one or more of the following:
 - 1. Generally creating any health or safety hazard through acts or neglect, misuse of premises and equipment, if the family is responsible for such hazard, damage, or misuse;
 - 2. Causing or permitting infestation, foul odors or other problems injurious to another person’s health, welfare or enjoyment of the premises;
 - 3. Improperly disposing of garbage or refuse;
 - 4. Failing to use, in a reasonable and proper manner, all utilities, facilities, services, appliances and equipment within the dwelling;
 - 5. Failing to maintain the dwelling unit, including the yard, in a good condition; or
 - 6. Any other conduct or neglect which could result in health or safety problems or damage to the premises as determined at the sole discretion of the Housing Authority.

3. Waiting List

- a. There are waiting lists for the NAHASDA and USDA low rent programs, divided by bedroom size. Only those applicants determined as eligible for housing are placed on the waiting lists.

b. Waiting Lists

i. NAHASDA/1937 Act Homes

- 1. Time/Date – This waiting list ranks applicants by the date and time their application was filed with the Housing Authority.
- 2. Points – This waiting list ranks applicants by the amount of points given each based on the preference criteria listed below (For

numbers 1 through 5 listed below, points will be given to each household member on the application to whom the criteria applies):

- a. Enrolled Round Valley Indian Tribal Members (RVIT) (Includes members less than 18 years of age who reside with a non-enrolled parent or guardian, so long as the member resides in the house) - 2 Points Each.
- b. Elderly(62 and over), Veteran or disabled (verified) RVIT Members – 3 Points Each
- c. Other Native American elderly (62 and over) veteran, or disabled (verified) – 2 Points Each
- d. Other Native Americans (verified members of a federally recognized tribe) - 1 Point Each
- e. Non-Native elderly (62 and over), veteran or disabled (verified) – 1 Point each
- f. Good tenant history (no notices for lease/policy violations) – 3 Points
- g. Additional points will be added for the following areas:
 - i. Low Income Level Limits (determined by family size and corresponding household median income level)
 1. 5 Points – 0-25% of Median Income
 2. 4 Points – 25-50% of Median Income
 3. 3 Points – 51-75% of Median Income
 4. 2 Points – 76-100% of Median Income
 5. 1 Point – 101-125% of Median Income
 - ii. Children in the household (based on number and age of children in each age group)
 1. Age 7 Months-4 – 5 Points per child
 2. Age 5-9 – 4 Points per child
 3. Age 10-14 – 3 Points per child
 4. Age 15-17 – 2 Points per child
 5. Age 0 – 6 Months = 1 Point per child
 - iii. Housing Situation
 1. Living in car, tent, on the street – 3 Points
 2. Living in motel – 2 Points
 3. Living with relatives – 1 Point
 4. Living with relatives and overcrowded – 1 Point
 - iv. Substandard Housing/Living Conditions
 1. Severely Substandard (Requires \$25,000 to \$35,000 for rehabilitation) – 4 Points
 2. Moderately Substandard (Requires \$15,000-\$24,999 for rehabilitation) – 3 Points

3. Substandard Dwelling (Requires \$7500-\$14,900 for rehabilitation) – 2 Points
 4. Standard Dwelling (Requires less than \$7000 rehabilitation) – 1 Point
- v. Years on the waiting list.
 1. 1 Point added for every year you are on the waiting list
 - h. These points are calculated using the “Waiting List Points Sheet”
- ii. USDA Townhouses
 1. The order of selection for this waiting list is based on time and date of the completed application in the following order:
 - a. Very Low-income applicants
 - b. Low-income applicants
 - c. Moderate-income applicants
 2. To establish this order, priority points are given. These points allow the HDS system to group applicants by income level, with the date serving as the priority. These points are given as follows:
 - a. Very Low-Income – 5 Points
 - b. Low-Income – 4 Points
 - c. Moderate-Income – 3 Points
- c. The Resident Manager shall maintain waiting lists for each bedroom size-house utilizing the Housing Data Systems software program and print a hard copy of each the first week of each month.
 - i. The Resident Manager shall retain a copy of each list as a permanent record for the Housing Authority. A copy will be forwarded to the Housing Authority Executive Director with a cover sheet showing cumulative totals (number of people waiting) for each list.
 - ii. The Resident Manager shall also forward copies of each list to the RVIT Tribal Building and the Round Valley Indian Health Clinic to be posted for public viewing. These copies will not include any applicant financial information.
 - d. After the Resident Manager has reviewed and approved an application, the applicant will be placed on the appropriate waiting list.
 - i. Dwellings will be assigned so that (except possibly in the case of infants and very young children) it will not be necessary for persons of the opposite sex, other than husband and wife, to occupy the same bedroom.
 - ii. The occupancy standards described herein will be used to determine the number of bedrooms to accommodate a family of a given size:

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
1	1	2
2	1	3
3	3	6
4	5	8
5	7	12

- iii. At their sole discretion, the Housing Authority Executive Director may waive the standards described in Section 4.d.ii above when a vacancy problem exists and it is necessary to achieve or maintain full occupancy by temporarily assigning a family to a larger size unit than is required. The applicant family will be transferred to the proper size unit as soon as one becomes available and/or when the transfer is feasible for Housing Authority management.
 - iv. The Resident Manager shall update the waiting lists as new applications are approved. Applications will still be updated on a yearly basis as prescribed in Section 2.i of this document.
- e. **Wait List Timing** – Eligible applicants will remain on the waiting list(s) until such time as:
- i. He/she is awarded and accepts a unit.
 - ii. Applicant fails to update his/her application yearly
 - iii. The applicant requests, in writing and signed by the applicant, to be removed from the waiting list(s).
 - iv. The applicant has been rendered ineligible by any of the criteria described in this document.
- f. **Suspension of Applications** – The Housing Authority reserves the right to close the waiting list and suspend the taking of new applications at any time. The Housing Authority may set submission deadlines for inclusions in a particular project, program, or funding year.

4. Selection for the NAHASDA Low Rent Housing Program

- a. **Selection Process** – The Resident Manager will select tenants from the top of the applicable waiting list, alternating between the Time/Date and the Points waiting lists.
- b. **Waivers and Exceptions** – Waivers or exceptions to selection criteria may be granted only if unusual or extenuating circumstances adversely affect the safety and welfare of the individual/family concerned, and in accordance with all applicable laws and regulations.
 - i. An applicant seeking a waiver or exception to the selection criteria must submit a written request to the Housing Authority Executive Director specifying the reasons for the waiver.
 - ii. Waivers or exceptions to selection criteria require adoption by the Board of a resolution describing the reasons for the waiver.

- iii. Waivers or exceptions to selection criteria are made at the sole and exclusive discretion of the Board.
- c. **Post-Selection Verifications** – Once the applicant has been selected from the waiting list, the Resident Manager will review all the verifications in the applicant’s file. If the verifications are more than five (5) months old, the Resident Manager will update the file. If the Resident Manager determines that all verifications are current (or have been updated) and the applicant is still income eligible, then the Housing Authority Executive Director shall be notified.
- d. **Approval and Notification** – The Housing Authority Executive Director will give the final approval for a selected applicant prior to notifying the applicant and prior to the execution of the rental lease. After the Housing Executive Director gives final approval for selection of an applicant, the Resident Manager will notify the applicant, in writing, about the availability of the unit and his/her selection for that unit.
- e. **Renter Selections**
 - i. A family selected for low-rent housing must be notified in writing and must sign and abide by a lease.
 - 1. A Tenant Itemized Worksheet will be generated via the Housing Data Systems software, based on the information available to the Housing Authority staff, and shall be presented to the new tenant showing what their monthly rental payments will be. The amount of the security deposit shall also be calculated and presented to the tenant as well.
 - 2. Any Security Deposit must be paid in full prior to award of the unit and move in.
 - 3. All leases and amendments must be dated and signed by the tenant(s) and the Housing Authority Executive Director.
 - ii. The Resident Manager will complete a “Selection For Unit” (Appendix H) notice, which will be mailed to the applicant. This form letter will:
 - 1. Clearly state that the family has been selected for participation in the housing program they applied for;
 - 2. Clearly identify the unit number and program type;
 - 3. Clearly state that the applicant will be required to participate in a mandatory orientation session prior to occupancy. The scheduled orientation date and time should also be noted;
 - 4. Identify the name of the Resident Manager;
 - 5. Clearly state that a lease will need to be executed prior to occupancy; and
 - 6. Clearly state that the notice is not a contract and does not obligate the Housing Authority in any way.
 - iii. The Resident Manager will also enclose a copy of the “Declaration of Acceptance/Refusal” form letter for the applicant to sign.

- f. **Applicant's Response** – Applicants will have five (5) business days (from the date of the official notification letter) in which to respond to the notification.
 - i. The notification letter shall require that the applicant denote whether he/she will accept or deny the unit being awarded.
 - ii. Failure on the part of the applicant to respond to the letter of notification within five (5) days will result in automatic “refusal” status being invoked for the unit.
 - iii. Should an applicant decline a unit that has been awarded to him/her, the next eligible applicant will be selected from the waiting list and notified immediately.
- g. **Unit Refusal** – An applicant who refuses to accept a unit in an area that he/she identified as a preference on the application will not be removed from the waiting list. However, the applicant will be dropped to the bottom of the waiting list (for that particular program) that he/she is currently on.
- h. **Acceptance** – After receipt of “acceptance”, the applicant shall be removed from the applicable waiting list(s) in the HDS Software. The Resident Manager shall enter into the applicants profile the date of assignment, unit number/location assigned, and projected move-in date.
- i. **Preference in Selection for Housing Programs** – For an accessible unit for persons with disabilities, the following priority shall be followed prior to offering the unit to a non-disabled applicant:
 - i. First, to a current occupant of another unit of the same project, or comparable projects under common control, having disabilities requiring the accessibility features of the vacant unit and occupying a unit not having such features.
 - ii. Second, to an eligible qualified applicant on the waiting list having a disability requiring the accessibility features of the vacant unit.
 - iii. If a rental unit accessible to individuals with disabilities is available and there are no applicants that require the features of the unit, the Housing Authority may rent the unit to a non-disabled tenant. When offering an accessible unit to an applicant not having a disability requiring accessibility features of the vacant unit, the Housing Authority must include a provision in the lease requiring the applicant vacate the unit within thirty (30) days of notification to an appropriate sized vacant unit within the project, if one is available, from management that an eligible individual with disabilities requires the unit.

5. Orientation

- a. The Resident Manager shall conduct an orientation for all new participants in Housing Authority housing programs. In preparation for the orientation, the Resident Manager shall take the following actions:
 - i. Prepare Lease;
 - ii. Prepare a Tenant Itemized Worksheet, to show the applicants rental payment.

- iii. Set-up a tenant file;
 - iv. Set-up an Orientation Control Sheet (Appendix I); and
 - v. Record contact information.
- b. Pertinent information shall be discussed with the new participant and all necessary documentation shall be executed. The major topic areas of the orientation shall include:
- i. Rental lease terms;
 - ii. Utilities
 - iii. Housing Authority Policies and Tribal Ordinances
 - iv. Sanitation and safety; and
 - v. Maintenance and Housekeeping.

c. Executing Agreements

- i. Prior to admission to a NAHASDA or USDA low rent program, a rental lease must be executed by the person(s) who is/are legally responsible for the unit and who is/are actually looked to and held accountable for the family's need. This agreement is a legal document that describes rights, duties, obligations, and responsibilities, 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 person executing the lease must be a tribal member, except where another eligible tenant is eligible for housing assistance and authorized pursuant to this Policy.
- ii. Before the applicant will be allowed to execute the lease, he/she must have paid the full amount of the Security Deposit and any other up-front fees required by this Policy, and the Round Valley Indian Housing Authority's Collection and Eviction Policy.
 - 1. The tenant is required to pay a \$300 security deposit prior to initial occupancy. The deposit shall be refundable at the time of move-out, provided that all conditions, obligations, and requirements of the Housing Authority and lease agreement have been satisfied.
- iii. Whenever permitted pursuant to this Policy, the Round Valley Indian Housing Authority's Collection and Eviction Policy, and other applicable laws and regulations:
 - 1. The tribal member head of household must execute the lease, or, if the Tribal member is not the head of household, then the Tribal member shall execute the lease.
 - 2. If married (and the spouse is residing in the unit), he/she must sign the lease only if he/she is a Tribal member; non-Tribal members shall not execute the lease.
 - 3. The Executive Director of the Housing Authority (or his/her designated representative) will execute the lease on behalf of the Housing Authority.

- iv. If a properly notified applicant fails to execute a lease by the date the house is ready for move-in, the Housing Authority shall notify the applicant in writing that if the fail to execute the lease within ten (10) business days the Housing Authority will award the house to the first family on the waiting list.
 - v. The Housing Authority shall endeavor to keep the lease current in compliance with all laws. Changes to the lease may be accomplished through addenda, which require the signature of the parties. Refusal by a participant to sign an addendum may result in termination of the lease and eviction.
 - vi. If the tenant (head or spouse), or unit (due to transfer or assignment) changes, a new agreement shall be executed. The Housing Authority may revise or adopt policies, which affect the tenants' obligations and requirements under the agreement. Such changes do not require execution of a new agreement.
 - vii. The tenant may terminate the lease at will, provided that thirty (30) days written notice is given to the Housing Authority and the procedures for termination contained in the lease are followed.
 - viii. The Housing Authority may terminate the agreement for material noncompliance with the lease or occupancy rules or for other good cause, in accordance with the provisions contained in the agreement. Failure to comply with any of the requirements, obligations, or duties outlined in the agreement shall be grounds for termination. The Housing Authority shall issue a notice of breach to the homebuyer/tenant promptly after the occurrence of such a breach, notify the homebuyer/tenant of applicable grievance procedures, and state the action required by the homebuyer/tenant to cure the breach. If the breach is not cured to the satisfaction of the Housing Authority, a Notice of Termination shall be issued in accordance with the terms and conditions of the agreement and the Round Valley Indian Housing Authority's Collection and Eviction Policy.
- d. The resident Manager will ensure that all other forms and/or documents are executed before the new tenant is released from the orientation session.
 - e. At the conclusion of the Orientation, the Resident Manager will ensure that the new tenant signs and dates the Orientation Control Sheet. The signed copy will then become part of the tenant's permanent Housing Authority file.

f. Move-In Inspection

- i. Following Orientation, the Resident Manager shall schedule a move-in inspection. Once a date has been scheduled, the Resident Manager shall inform the new tenant of the scheduled move-in date and move-in inspection.
- ii. The Resident Manager shall complete move-in inspections. In the event the Resident Manager is not available, the Maintenance Supervisor will do the inspection. If the Maintenance Supervisor is not available to do the

inspection on the scheduled date/time, they will assign one of the maintenance personnel to complete the inspection to ensure the new tenant moves in on time.

- g. **Transfer of Utilities** – The tenant has five (5) calendar days from the execution of the Lease to make arrangements with the local utility company to transfer service into their name. The utility accounts must become effective as of the beginning date of the Lease Agreement.
- h. **Renter’s Insurance** – Rental insurance is not provided by the Housing Authority. If this coverage is desired, it is the sole responsibility of the tenant to acquire and pay the premiums for such coverage.
- i. **Housekeeping** – The Resident Manager will inform the new tenant that he/she is solely responsible for keeping the unit in a clean and sanitary condition at all times and that failure to do so may result in termination of the rental agreement.

OCCUPANCY

1. Guidelines and Rules for Occupants

- a. **Principal Residency Requirement** – As a condition of occupancy, tenants are required to use the home as a principal residence, except for temporary absences, as approved by the Housing Authority at the Housing Authority’s sole and exclusive discretion.
- b. **Abandonment** – A home which has been unoccupied for a period of thirty (30) days or more without Housing Authority approval may be determined to be abandoned and in breach of the lease.
- c. **Business Use of Home**
 - i. The use of a home for the operation of a business may be approved by the Board of Directors if it determines that the operation of a business meets the following criteria:
 - 1. The business is essential for the well-being of the family;
 - 2. The business is necessary for the family to meet its obligations under the agreement; and
 - 3. The operation of the business will not negatively impact the neighbors or surrounding community.
 - ii. A request to operate a business in the home shall be made in writing. A decision on the written request shall be made within thirty (30) days of the date of the request.
 - iii. The Housing Authority’s refusal to allow the operation of a business in the home is subject to the Grievance Procedure.
- d. **Structural Modifications** – No tenant shall make any structural modifications or additions to a unit.
- e. **Damage to Property** – Tenants shall refrain from damaging, defacing, vandalizing, destroying or removing any part of the home, neighborhood, or community, including all public and tribally owned property. The tenant (head or

spouse) is responsible for any damage to property caused by any family member, resident, or guest.

- f. **Public Disturbance** – Tenants shall not engage in unlawful activities or activities which could cause a disturbance to neighbors and the surrounding community. The Housing Authority shall maintain a record of all tenant complaints.
- g. **Responsibility to Provide Utilities** – It is the responsibility of the tenant to pay for and provide all utilities for the unit, including deposits.
- h. **Rent** – All rent payments are due on the first day of the month without billing/prior notice, in accordance with the Round Valley Indian Housing Authority’s Collection and Eviction Policy.
 - i. **1937 Act/NAHASDA Units**
 - 1. A ceiling rent is established per unit size. The tenant will be charged either the ceiling rent or 30% of adjusted monthly income, whichever is less.
 - 2. Ceiling rents amounts as follows:
 - a. 1 Bedroom - \$40.00
 - b. 2 Bedroom - \$50.00
 - c. 3 Bedroom - \$100.00
 - d. 4 Bedroom - \$125.00
 - e. 5 Bedroom - \$150.00

- i. **Pets** – The purpose of this section is to safeguard the health and safety of residents in the housing area.
 - i. Tenants are prohibited from owning or caring for “domestic animals” (as defined in the RVIT Animal Control Ordinance) at the home. Failure to abide by this policy constitutes a breach of the lease and is grounds for termination of the lease.
 - ii. Notwithstanding Section 1.i.i of this Policy, families may own or care for “companion pets” as defined in the RVIT Animal Control Ordinance, adopted by the Round Valley Tribal Council in December of 2011 (“Animal Control Ordinance”), so long as the tenant:
 - 1. Remains in compliance with the Animal Control Ordinance; and
 - 2. Does not otherwise violate any other Housing Authority policy or covenant of the lease agreement.
 - iii. Notwithstanding Section 1.i.i of this Policy, tenants may own or care for pets at the home if required by federal law (*i.e.* the Fair Housing Act, the Developmental Disability and Bill of Rights Act, the Americans with Disabilities Act, the Rehabilitation Act).
 - iv. Tenants shall maintain control of their pets at all times. Dogs must be kept on a leash and within control of the owner whenever it is not inside the dwelling unit or secure in the fenced/gated area of the tenants’ yard.
 - v. If the pet becomes a nuisance or a hazard to others, the Housing Authority reserves the right to require the tenant to remove the pet or face termination of the lease. If only the pet is removed, this will have no effect on the validity of the signed lease agreement, which the tenant will still have to adhere to.
- j. **Requirement to List Occupants** – The tenant is required to list all occupants of the home on the family’s admission application and family composition form for continued occupancy. The tenant is not required to list visitors. Visitors who remain for more than a temporary stay (more than 14 days out of a calendar year) are subject to inclusion on the family’s official record.

j. Adding Members to Household

- i. Tenants who want to allow someone to temporarily stay in their home, or who want to add someone permanently to their household, must first request permission in writing from the Housing Authority Executive Director, identifying the person they want to stay or live in the home, the reason, and the duration. All signatories to the lease must sign the request.
- ii. The Housing Authority must review the request and respond within ten (10) business days from the date of the request. The Executive Director may deny the request based upon the same factors utilized in determining eligibility for tenants. If the request is approved and someone is added to the household permanently, the following procedures will apply:

1. The head of household must complete and submit a new Family Composition/Income form.
 2. The individual being added to the household, if over eighteen (18) years of age, must complete and submit the Authorization for Release of Information Forms and a Criminal Background Check.
- k. The added income and/or adjustments to household income must be used to recalculate and adjust the rent.
- l. Tenant Responsibility For Children and Guests** – The tenant (head or spouse) is responsible for all actions of the residents, guests, and children of the home and shall be held accountable for their actions.
- m. Counseling** – Tenants are required to attend all mandatory counseling sessions scheduled by the Housing Authority. The tenant may be required to attend individual counseling sessions as a condition of continued occupancy.
- n. Illegal Drug Activities** – Any admission to or conviction (including “no contest” pleas) for use, attempted use, possession, manufacture, sale, or distribution of a controlled substance that is not allowed by applicable law, shall be grounds for immediate termination in accordance with the lease.
- o. Insurance** – The Housing Authority shall provide required insurance on the unit structure, including fire and extended coverage. The tenant may obtain insurance for personal property if he or she so wishes. It is the tenant’s responsibility to immediately report to the Housing Authority all damages to the unit, so claims can be processed in a timely manner. If a tenant fails to immediately report to the Housing Authority damage to the unit, and, as a result, an insurance claim is denied, the tenant shall be responsible for all repair costs associated therewith.
- p. Subleasing** – The tenant shall not sublease the unit, in whole or part.
- q. Other Responsibilities/Obligations Under Lease** - The tenant is responsible for complying with all other responsibilities/obligations stated in the lease and otherwise required by law.
- r. Point System For Lease Violations** – The Housing Authority shall compute violations of the lease by a point system (Appendix J). If the Tenant accumulates One Hundred (100) Points within twelve (12) months without compliance with the lease or a correction to the violation, the Housing Authority shall initiate a termination of the lease in accordance with the Round Valley Indian Housing Authority’s Collection and Eviction Policy.
- s. Additional Housing Authority Rules** – The Housing Authority has other rules and regulations that are not set forth in this Policy which occupants are also subjected to. The Housing Authority also reserves the right to enact additional laws subsequent to this Policy that must be adhered to by tenants. All tenants are subject to all applicable laws, including those not set forth in this Policy and those enacted subsequent to this Policy.

2. Certification Process

a Annual Reexamination

- i. Tenants are required to recertify annually to determine eligibility for continued participation in the Low Income Rental Program. All criteria for eligibility listed in the above Admissions section, under 1. Eligibility, are applicable to the reexamination process. The date for recertification will be the anniversary of the family's move-in-date (initial occupancy). Recertification is accomplished by submitting a completed RVIHA Low-Income Rental Program Rental Application, and providing updated verifiable proof of income for all household members and identifying documents for any newly added household members. Newly added household members over the age of 18 will require a background check, information on which is provided in the Admissions section under 2.C.v Criminal Background Checks. At least seventy-five (75) to ninety (90) days prior to the date that the certificate expires, Housing Authority shall notify the tenant in writing of the need to re-certify to remain eligible to continue residence at the property and to set a date/time for the recertification. This letter will also include a blank copy of the RVIHA Low-Income Rental Program Rental Application. If the family fails to respond to the letter, the Housing Authority will issue a second letter thirty (30) days prior to the date which the certification expires informing the tenant of the requirement to recertify, the time frame in which the new certification must be submitted, and the consequences for failure to comply with the recertification process.
- ii. Tenants must authorize the Housing Authority to verify information provided to establish their eligibility or payment amounts. The tenant may be required to submit additional information at recertification, if the Housing Authority deems it necessary to complete the family's records or to assist in determining income and rent. Information that may be required includes, but is not limited to, social security cards (numbers) for new family members or occupants, divorce decrees, and receipts for various expenses.
- iii. After the annual recertification process is complete, an adjustment in rent amount will be made effective the month immediately following the recertification, if applicable. Increased rent adjustments will be made retroactively **unless** the Housing Authority determines the recertification was delayed by the Housing Authority or some other third party. Decreased rent amounts will be made retroactively **only if** the Housing Authority determines that the recertification was delayed by the Housing Authority or some other third party, and that the tenant was in no way at fault.
- iv. If a tenant provides false information for a required recertification, it is considered a lease violation and is grounds for termination of the lease. Depending on the circumstances, providing false information to or withholding information from the Housing Authority may be considered fraud, which is a crime punishable under the law.

- v. If a tenant fails to respond to the letter requesting recertification information, a written notice will be sent out with a deadline for submission of information. If the tenant fails to meet the deadline within ten (10) days of the recertification date, the Housing Authority shall assume that there has been no substantial change and the rent will remain unchanged, or, at its sole and exclusive discretion, it may automatically increase the rent to the ceiling amount until the tenant provides verifiable updated information to the Housing Authority. Tenants who fail to comply with tenant certification and recertification requirements will be considered ineligible for occupancy, and as such a termination shall be initiated as described in the Round Valley Indian Housing Authority's Collection and Eviction Policy.
- b. **Special Re-Examinations** – If it is impossible to determine a family's actual income due to unstable conditions, such as fluctuating or sporadic employment and income, the Housing Authority may set a date for a special re-examination. The Housing Authority may use alternative methods of calculating annual income in cases where an accurate estimate of income cannot be arrived at or computed. A special re-examination will be conducted at the sole discretion of the Housing Authority.
- c. **Changes In Income** - Tenants are required to recertify and execute a tenant certification form whenever a change in household income of \$100 or more per month occurs. Borrowers must recertify for changes of \$50 per month, if the tenant requests that such a change be made. The tenant may voluntarily request a re-examination of income and/or re-certification if he/she feels that circumstances have occurred which would affect the monthly-required payment/rent. The Housing Authority will process these requests as they are submitted. The Housing Authority will adjust net tenant contribution and unit rents, if applicable, whenever there is a change in tenant household status sufficient to generate a new certification.
- d. **Adjustments Due to Errors; Fraud** – If the Housing Authority made an error in calculating a tenant's rent that was subsequently discovered by either the Housing Authority or the resident, a retroactive adjustment shall be made to the effective date of change (improper adjustment). Errors that are caused by the tenant may also be made retroactive unless the Housing Authority finds evidence that the errors were committed willfully in an effort to receive a reduced rent.
- e. **Procedures for General Re-Examination**
 - i. At the time of the required recertification, the tenant shall be required to submit an application for continued occupancy, on a Housing Authority prescribed form. The tenant shall sign the completed application and any attachments, swearing to the accuracy of the application.
 - ii. Within five (5) business of the completed recertification process, the tenant shall be informed in writing of any changes in the required monthly rent and the effective date of these changes.
- f. The Housing Authority may suspend the required monthly rent for a specified period of time due to unusual circumstances, such as substantial rehabilitation/repair work being performed on the house. The tenant may request

the suspension of rent and the Housing Authority shall approve/disapprove the request and notify the tenant in writing of the determination. A suspension shall be granted at the sole and exclusive discretion of the Housing Authority.

- g. Upon recertification, some tenants may be found to be ineligible for continued participation in the RVIHA Low-Income Rental Program. The Housing Authority must give tenants who are deemed ineligible to reside at the property notice that they must vacate the property within thirty (30) days or at the end of their lease, whichever is longer.
- h. If, upon recertification, the tenant is found eligible for continued participation in the RVIHA Low-Income Rental Program, a new lease must be signed. The tenant is entitled to occupy the unit so long as they remain eligible and comply with lease requirements.

3. Home Inspections

a. Initial inspection

- i. **Pre-Occupancy** – At the time of initial occupancy, a move-in inspection shall be conducted with the Housing Authority’s Resident Manager. The tenant shall be permitted to have a representative of their choice present at the initial inspection to assist them.
- ii. **Counseling Opportunity** – The Housing Authority shall provide the tenant with counseling or tenant training sessions that cover the obligations and proper homecare procedures. Attendance at counseling sessions may be deemed mandatory by the Housing Authority.
- iii. **Documentation of Conditions** – The tenant shall sign an inspection report detailing any deficiencies after the initial inspection. The Housing Authority shall correct the deficiencies within a reasonable amount of time. In determining what amount of time is “reasonable”, the Housing Authority shall take into account the severity of repairs necessary and the immediate needs of the applicant, but this determination shall be left to the sole discretion of the Housing Authority.

b. Annual Inspection

- i. The Housing Authority shall provide the tenant with written notification of the scheduled inspection at least ten (10) business days prior to the date of the inspection. The notice shall state that the annual inspection is a requirement of the lease and give the date and time of the inspection.
- ii. **Inspection Procedure** – The Housing Authority shall conduct a thorough inspection of the interior, exterior, and grounds of the home in accordance with the home’s Master Plan. The tenant shall sign the inspection report, which contains the results of the inspection.
- iii. **Deficiencies** – If the inspection reveals any deficiencies in the condition of the unit, a determination will be made by the Housing Authority as to whether or not the deficiencies are tenant damage. Any tenant caused deficiency that requires repair will be completed by the Maintenance Department, with the cost of the repair being charged to the tenant. The

tenant shall be given forty-five (45) days to correct any of the deficiencies they are deemed responsible for and can cure without any repairs, at which time a follow-up inspection shall be scheduled. Deficiencies include, but are not limited to:

1. Failure to keep the premises clean and sanitary as the condition of the premises permits.
 2. Failure to dispose from the house all rubbish, garbage and other waste in a clean and sanitary manner.
 3. Failure to properly use and operate all electrical, gas, and plumbing fixtures and keep them clean and sanitary as their condition permits.
 4. Permitting any person on the premises, including the tenant, to willfully or wantonly destroy, deface, impair, or remove any part of the house or the fixtures, facilities, equipment, or appurtenances thereto.
 5. Failure to occupy the premises as an abode, utilizing portions thereof for living, sleeping, cooking or dining purposes only which were respectively designed or intended to be used for such occupancies.
- iv. Follow-up Inspections – The Housing Authority shall conduct a follow-up inspection to determine if the deficiencies have been corrected. The tenant shall be notified and present at the inspection. If it is discovered at the follow-up inspection that the deficiencies are not corrected, the Housing Authority shall give the tenant an additional fifteen (15) days to correct them. If the deficiencies remain uncorrected after the additional time, the Housing Authority may terminate the lease in accordance with the Round Valley Indian Housing Authority’s Collection and Eviction Policy, or perform the necessary work and charge the tenant’s account. The decision to take either of these routes shall be at the sole discretion of the Housing Authority.
- c. Special Inspections – In addition to the annual inspection, the Housing Authority may require special inspections if the tenant has received unfavorable inspection reports or a record of lease violations. Special inspections may be required as a condition of initial occupancy if the tenant has a poor record of homecare at past residences, at the sole discretion of the Housing Authority. Special inspections shall not be conducted unless there is a prior agreement between the Housing Authority and the tenant, usually included in the lease.
- d. Move-Out Inspections – Upon termination of the lease, the Housing Authority shall conduct a move-out inspection. The tenant or representative shall be present at the inspection and shall sign an inspection report completed by Housing Authority staff unless the tenant is uncooperative or refuses to be present, in which case no signature is needed. The inspection report shall include an account of any deficiencies noted. Responsibility for the deficiencies will be determined as described in section 3.b.iii, with the exception of the time given to the tenant to correct deficiencies. In this instance, a five (5) day deadline to correct deficiencies

is given to the tenant. If the deficiencies are not corrected by the deadline, the Housing Authority shall correct the deficient items and charge the tenant for the work. If the amount of the work exceeds the tenant's available balance, the Housing Authority shall bill the tenant for the amount outstanding in accordance with the Round Valley Indian Housing Authority's Collection and Eviction Policy.

4. Transfers

- a. **Requirements for Transfer** – Housing Authority residents may be transferred from one Housing Authority house to another, which may take precedence over new admissions. Any family requesting a transfer to another project, program, or unit must do so in writing. All transfers are subject to availability of units. There are four types of transfers: Emergency, Administrative, Elderly and Resident-Initiated transfers. Emergency and administrative transfers are mandatory, and refusal to accept an emergency or administrative transfer is grounds for termination of the lease. Any resident that is not lease compliant may be denied a transfer. The requirement to accept mandatory transfers is generally subject to the Housing Authority's Grievance Hearing process, as set forth in Sections 2.6 and 7 of the Round Valley Indian Housing Authority's Collection and Eviction Policy ("Grievance Policy").
- b. **Transfer Categories** – In all categories listed below, the Housing Authority will take into consideration issues of personal safety that might arise when transferring a family to a different unit/development. To be considered by the Housing Authority, such issues must be documented by a credible threat assessment from a law enforcement agency. If such safety issues exist, the Housing Authority will, to the extent possible, provide the family with an alternative unit. The Housing Authority's refusal to transfer for any of the following categories is subject to the Grievance Policy.
 - i. **Emergency Transfers** – Transfers that the Housing Authority requires because of the condition of a resident's unit poses an immediate threat to life, health, or safety as determined either by the Housing Authority or by a legal proceeding.
 1. Emergency transfers hold the highest priority, and will be made in order based on date of emergency determination. Families that need emergency transfers have first rights to any vacant unit that has not already been offered and accepted.
 2. **Notice** – When feasible, given conditions, the maximum amount of notice, up to thirty (30) days will be provided. The threat of life, health or safety posed by the unit or building conditions may preclude such notice. The notice from the Housing Authority shall include the reason for transfer, the new location, and the expected duration of the transfer.
 3. **Site Selection** – The Housing Authority retains sole and exclusive right to determine site selection for emergency transfers.
 4. **Cost** – The Housing Authority will pay for the costs of the transfer. This includes moving expenses, utility disconnection and

reconnection fees, and all similar expenses to be decided at the Housing Authority's sole and exclusive direction. All necessary repairs and rehabilitation not deemed to be normal wear and tear will be charged to the current tenant prior to move-out. A good faith estimate will be provided in the event that the total amount is unclear.

5. Families transferring under this category are not required to be lease compliant. A new lease will be executed for the transferring unit. Families that are in the process of having their leases terminated will continue in this process, even if subject to an emergency transfer. Emergency transfers will not stop the lease termination process. Upon resolution of the lease proceedings, if the family remains a leaseholder, the new lease for the unit shall be executed.
- ii. **Administrative Transfers** – Transfers that are required by the Housing Authority for the following reasons, listed in order of priority (all of the below listed priorities still fall below Emergency transfers):
1. **First Priority: Problems of a life threatening nature.** These may include situations involving crime, domestic violence, medical or disability conditions or other situations in which a resident's life is in danger from something other than the condition of the unit or building. Requires documentation from a law enforcement agency, in which describes a situation where any member of a resident family's life is threatened.
 2. **Second Priority: Reasonable accommodation for a resident with a disability.** This is required under Section 504 of the Rehabilitation Act of 1973. These transfers would include transferring residents to accessible, adaptable, or modified units or to sites where conditions are documented to be more favorable for their disability than the site from which they are transferring.
 3. **Third Priority: Threats from criminal elements and domestic violence.** By definition these are matters that are less than life threatening. The documentation required to justify placing a family in this category is a credible threat assessment from a law enforcement agency;
 4. **Fourth Priority: Transfers to permit unit modernization.** These transfers will be made to permit the Housing Authority to make major repairs to units or to rehabilitate units and to permit future rehabilitation.
 5. **Fifth Priority: Transfers for Split Families and Over/Under Housing.** These transfers are required for families whose units are either too small or too large for the number of people in their families/households with the bedroom size and occupancy standards. Every bedroom must be occupied by at least one person and no more than two people. The order in which transfers in this subcategory should be made is first by families that are the most

over housed (e.g. a single adult in a four-bedroom unit) and then the most overcrowded (expressed by number of people per bedroom). The reason for taking those over housed first is to free up units for overcrowded families. Among overcrowding situations are those that qualify for split family transfers. For a family to qualify for a split family transfer, all of the following must be true:

- a. The family must be overcrowded (more than two (2) persons per bedroom);
 - b. The overcrowding must have resulted from births, adoptions, or court awarded custody of children to a family member on the lease,
 - c. The adult who would become the head of the splitting family must be eligible.
6. **Notice** – A thirty (30) day notice is required. This requirement may be precluded by a life-threatening situation, or other non-life threatening situations, at the Housing Authorities discretion. Notice will include the date of the transfer, reason for transfer, the new location, and the expected duration of the transfer.
 7. **Site Selection** – The Housing Authority retains the sole and exclusive right to site selection for administrative transfers.
 8. **Cost** – The Housing Authority will pay for administrative transfers other than for overcrowding or over housed families. Cost for all other transfer types will be the sole responsibility of the tenant. This includes moving expenses, utility disconnection and reconnection fees, and all similar expenses to be decided at the Housing Authority’s sole and exclusive direction. All necessary repairs and rehabilitation not deemed to be normal wear and tear will be charged to the current tenant prior to move-out. A good faith estimate will be provided in the event that the total amount is unclear.
 9. Families transferring under this category must be lease compliant. An exception to this requirement will be made by the Housing Authority when the transfer will benefit the Housing Authority. This exception is established to prevent families who do not wish to transfer from using non-compliance of the lease to prevent the transfer. A new lease will be executed for the transferring unit. If termination proceedings are underway, the same guidelines apply as listed in Section 2.b.i.4.
- iii. **Elderly Transfers** – Non-mandatory transfers available to elderly families and individuals, to better serve their individual needs. Both the elderly and non-elderly who were in residency at the time of designation may request these transfers.
 1. **Notice** – A thirty (30) day notice is required, unless the resident waives the notice requirement in writing.

2. **Site Selection** – Shall have a choice of up to 2 sites, and will be placed on the site-based waiting lists for those sites.
 3. **Cost** – The Housing Authority will pay elderly transfers for elderly and non-elderly families or individuals. This includes moving expenses, utility disconnection and reconnection fees, and all similar expenses to be decided at the Housing Authority’s sole and exclusive direction. All necessary repairs and rehabilitation not deemed to be normal wear and tear will be charged to the current tenant prior to move-out. A good faith estimate will be provided in the event that the total amount is unclear.
 4. Families requesting transfer under this category must be lease compliant. A new lease will be executed for the transferred unit.
- iv. **Resident Initiated Transfers** – Non-mandatory transfers available to residents who wish to move, are lease compliant, and have resided in a development for at least one year, including transfers to another unit in the same or a different development. These transfers generally take place after new admissions, unless vacant units permit such transfers. In that case, these transfers will be prioritized by the order in which qualifying residents request them. This includes two families transferring (trading) units if both parties agree that it is in their best interest, and the Housing Authority approves.
1. **Notice** – A thirty (30) day notice is required, unless the resident waives the notice requirement in writing.
 2. **Site Selection** – Shall, to the extent possible, receive their choice of development. However, these transfers have lower priority than new admissions.
 3. **Cost** – Residents are responsible for the costs associated with Resident-Initiated transfers. This includes moving expenses, utility disconnection and reconnection fees, and all similar expenses to be decided at the Housing Authority’s sole and exclusive direction. All necessary repairs and rehabilitation not deemed to be normal wear and tear will be charged to the current tenant prior to move-out. A good faith estimate will be provided in the event that the total amount is unclear.
 4. Families requesting transfer under this category must be lease compliant. A new lease will be executed for the transferred unit.
5. **Conversion of Units to Homeownership** – The Housing Authority may approve a tenant’s written request to convert to its home ownership program if the Housing Authority determines that the conversion is in the best interest of the tenant and the Housing Authority. In considering approval, the Housing Authority shall evaluate factors such as financial feasibility, condition of the unit/home, repair costs, and delinquencies. If all move-in and move-out requirements for both programs have been met to the Housing Authority’s satisfaction, any remaining security deposit shall be refunded to the tenant. The decision to approve/disapprove the conversion shall be made at the Housing Authority’s sole discretion.

6. **Conflict of Interest** – The conflict of interest provisions apply to anyone who participates in the Housing Authority’s decision making process or who gains inside information with regard to funded activities. These individuals include, but are not limited to, Housing staff, Board members, and members of their immediate families.
- a. **Policy** – Employees of the Housing Authority, members of the Board, and those persons’ immediate family members are prohibited from receiving assistance through any of the Housing Authority programs, from benefitting from their position personally, financially, or through the receipt of special benefits other than payment of their salary and/or appropriate administrative expenses. This Policy does not, however, prevent these same individuals or their immediate relatives from receiving Housing Authority services for which they qualify as low-income individuals, if not in violation of applicable laws and with HUD approval.
 - b. **HUD Approval** – HUD approval for an exemption is required when there is a potential conflict of interest. An example of a situation requiring HUD approval for an exemption to a conflict of interest would be proposing providing a low-rent house to a Board member’s brother whose income is between 80% and 100% of median income.
 - c. **Low-Income Exception and Public Disclosure** – If a person receiving assistance is low-income and qualifies for eligibility, admission and/or occupancy in a Housing Authority program pursuant to the exemption provision of this section 10, only the nature of the assistance and the specific basis for the selection of the person shall be disclosed. Upon receipt, this information shall be distributed as follows:
 - i. To the Board;
 - ii. Posted at the entrances of the Housing Authority and Tribal offices; and
 - iii. To HUD’s Southwest Office of Native American Programs.
 - d. **Previous Conflicts** – The Housing Authority shall identify any conflict of interest for individuals who previously received Housing Authority assistance that have not been properly reported. The necessary action should be taken immediately to make these conflicts of interest public and to report them to HUD’s Southwest Office of Native American Programs.

Appendix A – Definitions

1. **ADJUSTED INCOME**- The term ‘adjusted income’ means the annual income that remains after excluding the following amounts:
 - a. **YOUTHS, STUDENTS, AND PERSONS WITH DIS-ABILITIES**- \$480 for each member of the family residing in the household (other than the head of the household or the spouse of the head of the household)—
 - i. who is under 18 years of age; or
 - ii. who is—
 1. 18 years of age or older; and
 2. A person with disabilities or a full-time student.
 - b. **ELDERLY AND DISABLED FAMILIES**- \$400 for an elderly or disabled family.

- c. MEDICAL AND ATTENDANT EXPENSES- The amount by which 3 percent of the annual income of the family is exceeded by the aggregate of—
 - i. medical expenses, in the case of an elderly or disabled family; and
 - ii. Reasonable attendant care and auxiliary apparatus expenses for each family member who is a person with disabilities, to the extent necessary to enable any member of the family (including a member who is a person with disabilities) to be employed.
 - d. CHILD CARE EXPENSES- Child care expenses, to the extent necessary to enable another member of the family to be employed or to further his or her education.
 - e. EARNED INCOME OF MINORS- The amount of any earned income of any member of the family who is less than 18 years of age.
 - f. TRAVEL EXPENSES- Excessive travel expenses, not to exceed \$25 per family per week, for employment- or education-related travel.
 - g. OTHER AMOUNTS- Such other amounts as may be provided in the Indian housing plan for an Indian tribe.
2. AFFORDABLE HOUSING- The term `affordable housing' means housing that complies with the requirements for affordable housing under title II. The term includes permanent housing for homeless persons who are persons with disabilities, transitional housing, and single room occupancy housing.
 3. DRUG-RELATED CRIMINAL ACTIVITY- The term `drug-related criminal activity' means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as such term is defined in section 102 of the Controlled Substances Act).
 4. ELDERLY FAMILIES AND NEAR-ELDERLY FAMILIES- The terms `elderly family' and `near-elderly family' mean a family whose head (or his or her spouse), or whose sole member, is an elderly person or a near-elderly person, respectively. Such terms include 2 or more elderly persons or near-elderly persons living together, and 1 or more such persons living with 1 or more persons determined under the Indian housing plan for the agency to be essential to their care or well-being.
 5. ELDERLY PERSON- The term `elderly person' means a person who is at least 62 years of age.
 6. FAMILY- The term `family' includes a family with or without children, an elderly family, a near-elderly family, a disabled family, and a single person.
 - a. Includes non-tribal members living with tribal member children under 18 years of age
 7. GRANT BENEFICIARY- The term `grant beneficiary' means the Indian tribe or tribes on behalf of which a grant is made under this Act to a recipient.
 8. HOUSING RELATED COMMUNITY DEVELOPMENT.—
 - a. IN GENERAL- The term `housing related community development' means any facility, community building, business, activity, or infrastructure that—
 - i. is owned by an Indian tribe or a tribally designated housing entity;
 - ii. is necessary to the provision of housing in an Indian area; and
 1. would help an Indian tribe or tribally designated housing entity to reduce the cost of construction of Indian housing;
 2. would make housing more affordable, accessible, or practicable in an Indian area; or
 3. Would otherwise advance the purposes of this Act.
 - b. EXCLUSION- The term `housing and community development' does not include any activity conducted by any Indian tribe under the Indian Gaming Regulatory Act(25 U.S.C. 2701 et seq.).
 9. INCOME- The term `income' means income from all sources of each member of the household, as determined in accordance with criteria prescribed by the Secretary, except that the following amounts may not be considered as income under this paragraph.
 - a. Any amounts not actually received by the family.

- b. Any amounts that would be eligible for exclusion under section 1613(a) (7) of the Social Security Act.
 - c. Any amounts received by any member of the family as disability compensation under Chapter 11 of title 38, United States Code, or dependency and indemnity compensation under Chapter 13 of such title.
10. INDIAN- The term 'Indian' means any person who is a member of an Indian tribe.
11. INDIAN AREA- The term 'Indian area' means the area within which an Indian tribe or a tribally designated housing entity, as authorized by 1 or more Indian tribes, provides assistance under this Act for affordable housing.
12. INDIAN HOUSING PLAN- The term 'Indian housing plan' means a plan under section
13. INDIAN TRIBE-
- a. IN GENERAL- The term 'Indian tribe' means a tribe that is a federally recognized tribe or a State recognized tribe.
 - b. FEDERALLY RECOGNIZED TRIBE- The term 'federally recognized tribe' means any Indian tribe, band, nation, or other organized group or community of Indians, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, that is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians pursuant to the Indian Self-Determination and Education Assistance Act of 1975.
 - c. STATE RECOGNIZED TRIBE-
 - i. IN GENERAL- The term 'State recognized tribe' means any tribe, band, nation, pueblo, village, or community—
 - 1. that has been recognized as an Indian tribe by any State; and
 - 2. For which an Indian Housing Authority has, before the effective date under section 705, entered into a contract with the Secretary pursuant to the United States Housing Act of 1937 for housing for Indian families and has received funding pursuant to such contract within the 5-year period ending upon such effective date.
 - ii. CONDITIONS- Notwithstanding clause 13.i—
 - 1. the allocation formula under section 302 shall be determined for a State recognized tribe under tribal membership eligibility criteria in existence on the date of the enactment of this Act; and
 - 2. Nothing in this paragraph shall be construed to confer upon a State recognized tribe any rights, privileges, responsibilities, or obligations otherwise accorded groups recognized as Indian tribes by the United States for other purposes.
14. LOW-INCOME FAMILY- The term 'low-income family' means a family whose income does not exceed 80 percent of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may, for purposes of this paragraph, establish income ceilings higher or lower than 80 percent of the median for the area on the basis of the findings of the Secretary or the agency that such variations are necessary because of prevailing levels of construction costs or unusually high or low family incomes.
15. MEDIAN INCOME- The term 'median income' means, with respect to an area that is an Indian area, the greater of—
- a. the median income for the Indian area, which the Secretary shall determine; or
 - b. the median income for the United States.
16. NEAR-ELDERLY PERSON- The term 'near-elderly person' means a person who is at least 55 years of age and less than 62 years of age.
17. NONPROFIT- The term 'nonprofit' means, with respect to an organization, association, corporation, or other entity, that no part of the net earnings of the entity inures to the benefit of any member, founder, contributor, or individual.
18. PERSON WITH DISABILITIES- The term 'person with disabilities' means a person who—

- a. has a disability as defined in section 223 of the Social Security Act;
 - b. is determined, pursuant to regulations issued by the Secretary, to have a physical, mental, or emotional impairment which—
 - i. is expected to be of long-continued and indefinite duration;
 - ii. substantially impedes his or her ability to live independently; and
 - iii. is of such a nature that such ability could be improved by more suitable housing conditions; or
 - c. has a developmental disability as defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act. Such term shall not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome. Notwithstanding any other provision of law, no individual shall be considered a person with disabilities, for purposes of eligibility for housing assisted under this Act, solely on the basis of any drug or alcohol dependence. The Secretary shall consult with other appropriate Federal agencies to implement the preceding sentence.
19. RECIPIENT- The term 'recipient' means an Indian tribe or the entity for one or more Indian tribes that is authorized to receive grant amounts under this Act on behalf of the tribe or tribes.
20. SECRETARY- Except as otherwise specifically provided in this Act, the term 'Secretary' means the Secretary of Housing and Urban Development.
21. STATE- The term 'State' means the States of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, Guam, the Virgin Islands, American Samoa, and any other territory or possession of the United States and Indian tribes.
22. TRIBALLY DESIGNATED HOUSING ENTITY- The terms 'tribally designated housing entity' and 'housing entity' have the following meaning:
- a. EXISTING IHA'S- With respect to any Indian tribe that has not taken action under subparagraph b, and for which an Indian housing authority—
 - i. was established for purposes of the United States Housing Act of 1937 before the date of the enactment of this Act that meets the requirements under the United States Housing Act of 1937,
 - ii. is acting upon such date of enactment as the Indian housing authority for the tribe, and
 - iii. is not an Indian tribe for purposes of this Act, the terms mean such Indian housing authority.
 - b. OTHER ENTITIES- With respect to any Indian tribe that, pursuant to this Act, authorizes an entity other than the tribal government to receive grant amounts and provide assistance under this Act for affordable housing for Indians, which entity is established—
 - i. by exercise of the power of self-government of one or more Indian tribes independent of State law, or
 - ii. by operation of State law providing specifically for housing authorities or housing entities for Indians, including regional housing authorities in the State of Alaska, the terms mean such entity.
 - c. ESTABLISHMENT- A tribally designated housing entity may be authorized or established by one or more Indian tribes to act on behalf of each such tribe authorizing or establishing the housing entity.

Appendix B – Admissions Verification Checklist

Applicant _____ Date of application _____ Update of application _____

1. **COMPLETED APPLICATIONS**
DATE RECEIVED: _____
RECEIVED BY: _____

2. **PRIVACY ACT FORM**
DATE RECEIVED: _____
RECEIVED BY: _____

3. **INCOME VERIFICATION**
DATE RECEIVED: _____
RECEIVED BY: _____

4. **TRIBAL VERIFICATION/ID CARD/
SS CARDS**
DATE RECEIVED: _____
RECEIVED BY: _____

5. **BIRTH CERTIFICATES/CUSTODY AGREEMENTS**
DATE RECEIVED: _____
RECEIVED BY: _____

6. **DISABILITY VERIFICATION**
DATE RECEIVED: _____
RECEIVED BY: _____

7. **NO DELINQUENT DEBTS OWED**
DATE RECEIVED: _____
RECEIVED BY: _____

8. **STATEMENT OF FACT (emergency or homeless)**
DATE RECEIVED: _____
RECEIVED BY: _____

ALL OF THE INFORMATION ON THIS CHECKLIST MUST BE COMPLETED, AS APPLICABLE.

Appendix C – Incomplete Application Notice

Round Valley Indian Housing Authority
115 B Concow
Covelo, CA 95428
Phone: (707)983-6188 FAX: (707)983-8435

DATE

P.O. Box
Covelo, CA 95428

RE: Incomplete Application Notice

Dear :

The purpose of this letter is to inform you that the application you submitted to the Round Valley Indian Housing Authority for housing assistance is incomplete. The following information is required:

- └ Verification of Tribal Enrollment for: **Enter Names Here**
- └ Birth Certificates for: **Enter Names Here**
- └ Social Security Cards for: **Enter Names Here**
- └ Marriage License and Certificate: **Enter Names Here**
- └ Verification of Employment for: **Enter Names Here**
- └ Verification of Unearned Income for: **Enter Names Here**
- └ Authorization for the Release of Information / Privacy Act Statement signed by: **Enter Names Here**
- └ Statement of Involuntary Displacement:
- └ Other Information: **Enter Other Information Needed**

You must provide the above required information to our office by **DATE**. Once we have received this information, we will make an initial determination of eligibility and notify you of our decision. **Failure to provide the required information by DATE will result in denial of your application for assistance.**

Please contact our office if you have any questions.

Sincerely,

Resident Manager
Cc: Applicant File

Appendix D – Notification Of Debt

DATE

APPLICANT NAME

ADDRESS

COVELO, CA, 95428

RE: Notice of Debt

Dear *APPLICANT*,

Due to a delinquent debt owed to the Round Valley Indian Housing Authority (RVIHA) in the amount of **\$XX.XX**, we are currently unable to process your Low-Income Rental Assistance Application.

This debt must be brought current or cleared within 90 days of this notification. Please contact the Housing Authority at (707)983-6188 to make arrangements for repayment. If no action is taken, you will remain ineligible for assistance. Debts over 90 days delinquent will be ineligible for any services from the Housing Authority for a period of 1 year, beginning on the date the debt was satisfied.

If you have any questions, please contact me at (707)983-6188 ext 26.

Sincerely

Resident Manager – RVIHA

Cc: Applicant File

Appendix E – Notification Of Eligibility

DATE

P.O. Box
Covelo, CA 95428

RE: Waiting List Eligible

Dear:

This letter serves as a receipt and acknowledgement that your application for assistance under the Low Income Rental Program has been received by the Round Valley Indian Housing Authority.

Based on the information provided to us in your application, you have been determined to be **ELIGIBLE** for housing assistance. Final determination of eligibility will be made at the time that your name approaches the top of the waiting list. At that time, you will be required to submit an updated application and the Round Valley Indian Housing Authority will verify whether you meet all of the eligibility criteria for assistance in the program.

Your application was received and updated on the waiting list on **DATE**.

PLEASE NOTE: You are required to notify the Round Valley Indian Housing Authority, either in person or in writing, of any change of mailing address. If we cannot contact you at the address that you have provided to us, your name will be removed from the waiting list and you will have to re-apply for assistance. All changes to your application information must be made in person or in writing.

Please contact our office if you have any questions.

Sincerely,

Resident Manager - RVIHA

Cc: Applicant File

Appendix F – Notification Of Non-Eligibility

DATE

P.O. Box
Covelo, CA 95428

RE: Waiting List Non-Eligible

Dear:

This letter serves as a receipt and acknowledgement that your application for assistance under the Low Income Rental Program has been received by the Round Valley Indian Housing Authority.

Based on the information provided to us in your application, you have been determined to be **INELIGIBLE** for housing assistance. This determination was due to **REASON FOR NON-ELIGIBLE STATUS**.

PLEASE NOTE: You have the right to appeal the Housing Authority's decision. Appeals must be in writing and submitted within ten (10) business days of the date notification was mailed.

Please contact our office if you have any questions.

Sincerely,

Resident Manager - RVIHA

Cc: Applicant File

Appendix G – Notification Of Application Update

DATE

P.O. Box
Covelo, CA 95428

RE: Waiting List Update

Dear ;

The purpose of this letter is to determine if you are still interested in participating in the Low Income Rental program. In order to properly manage the waiting list and service our applicants, each applicant's records need to be updated on an annual basis.

To comply with the requirement for an annual update of information, and to remain on the waiting list, you must complete the enclosed ***Low Income Rental Program*** and return it to our office by:

XX/XX/XXXX

You may return the completed statement to us by mail, fax, or hand-deliver it to our office. Once we receive your completed statement, we will send you a letter confirming our receipt of your statement and provide you with your updated status on the waiting list.

If you have any questions or need additional assistance, please do not hesitate to contact our office. We look forward to hearing from you!

Sincerely,

Resident Manager - RVIHA
(707)983-6188

Cc: Applicant File

Appendix H – Selection for Unit

DATE

P.O. Box
Covelo, CA 95428

RE: Low-Income Rental Program

Dear:

This letter serves as notice that you have been selected from the Waiting List as the next eligible applicant for assistance under the Low Income Rental Program. The unit for which you have been selected for is ***UNIT ADDRESS***.

Enclosed you will find a “Declaration of Acceptance/Refusal”. Please fill this out and return to the Housing Authority within five (5) business days of the date on this notification. Failure to respond within five (5) business days will result in a “refusal” status, and the unit will go to the next eligible applicant.

A \$300.00 security deposit will be required prior to executing a lease and occupying the unit should you choose to participate in the Low Income Rental Program. There is also a mandatory orientation that will take place during the execution of the lease. Contact my office when you return the Declaration to schedule a time to complete the requirements for occupancy.

This notice is not a contract and does not obligate the Round Valley Indian Housing Authority in any way.

Please contact our office if you have any questions.

Sincerely,

Resident Manager – RVIHA
(707)983-6188 Ext 26

Cc: Applicant File

Appendix I – Orientation Sheet

Orientation Control Sheet

DATE:

New Tenant:

RENTAL LEASE TERMS

	<u>Res. Mgr</u>	<u>Resident</u>
1. Security Deposit	_____	_____
2. Family Members	_____	_____
3. Term of Lease	_____	_____
4. Utilities	_____	_____
5. Rent Payments	_____	_____
6. Annual recertification	_____	_____
7. Occupancy	_____	_____
8. Disturbances	_____	_____
9. Maintenance	_____	_____
10. Alterations by the Tenant	_____	_____
11. Automobiles	_____	_____
12. Hazards	_____	_____
13. Business	_____	_____
14. Electrical	_____	_____
15. Pets	_____	_____
16. Abandonment	_____	_____
17. Landlord Obligations	_____	_____
18. Termination of the Lease	_____	_____
19. Notices	_____	_____
20. Inspections	_____	_____
21. Amendments	_____	_____
22. Severability	_____	_____
23. Probation Period	_____	_____

Resident Signature/Date

Resident Manager Signature/Date

Appendix J – Lease Violation Point System

Lease Addendum – Lease Violation Point System

The Housing Authority shall compute violations of this lease by a point system. Tenants will be automatically placed on Probation when 50 points are accumulated. If the Tenant accumulates 100 Points within Twelve (12) months without compliance, the Authority shall evict the Tenant from the leased premises. Repeated and multiple Violations may also result in lease termination.

Violations with Points given at time of report or inspection

Damages Over \$500.00	Termination Of Lease
Damages up to \$500.00	75 Points
Damages up to \$250.00	50 Points
Possession or sale of illegal drugs/paraphernalia on the leased premises	Termination Of Lease
Gunfire/Explosions	Termination Of Lease
Graffiti on interior/exterior walls	50 Points
Landlord Denied Access To Unit	50 Points
Each 10-Day notice to pay rent	10 Points
Failure to recertify income or family composition	15 Points

1st – 25 Points, 2nd – 25 Points, automatic probation, 3rd – 50 Points, termination of lease

Service Disconnection of Utilities	25 Points
Quiet Time Violation	25 Points
Disturbance or harassment of other tenants/community	25 Points
Animal Control Violation	25 Points
Loud or uncontrolled party	25 Points

Points will be given out as follows for the below listed Lease Violations:

1. 1st Violation – Certified letter mailed to tenant, giving 7 days to correct the violation. Warning with No Points.
2. If after 7 Days the problem still exists, a certified letter will be mailed to tenant, giving 3 days to correct. 25 Points given.
3. If after 3 days the problem still exists, the Housing Authority will correct the violation, charging the tenant for any expenses incurred while performing the correction. 50 Points given, and tenant must attend a meeting with the Executive Director.

Junk Vehicle Violation
Excess Garbage on Premises
Removing smoke detectors
Failure to maintain unit in a clean or sanitary condition

Name:	Date:
-------	-------

Appendix L – Add Family Member

Add a Family Member to Resident Lease

Head of Household _____

Unit: _____

Requesting to Add

Reasons for adding family members

Application completed

Income verification

Background Check

Executive Director _____

Date _____