

Coeur d'Alene Housing Authority

Admissions & Occupancy Policy

2007

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SECTION 1: INTRODUCTION

- A. Summary: These policies describe the Coeur d' Alene Tribal Housing Authority's (CDTHA) requirements for admissions and occupancy for the CDTHA housing programs (low-rent, Starter Home, etc). Additionally, the Sections contained in this policy describe the process to be used for other programs, unless otherwise specifically stated in that specific program policy. Preference will be given to all Coeur d' Alene families who are enrolled members of the Coeur d' Alene Tribe. In order to maintain continued occupancy, at least one of the applicants must be an enrolled member of the Coeur d' Alene Tribe.
- B. Purpose of Policies: Policies have been prepared to provide direction to staff for admission of families in the programs and for administration of the requirements governing their occupancy. The rental programs will be implemented by CDTHA Housing Management through a staff of property managers and housing counselors. Staff will conduct a reasonable and broad based effort to solicit and accept applications from all interested Coeur d' Alene families first. After determining eligibility, waiting lists of potential program applicants will be maintained according to the time and date of application and other pertinent factors as outlined in these policies. These waiting lists will be used by staff in selecting tenants.
- C. Applicability of Policies: All participants are subject to the policies of the CDTHA as they now exist or as they may hereafter be amended. The CDTHA Housing Counseling Policy, the CDTHA Collection & Eviction Policy, the CDTHA Grievance Policy, the CDTHA Non-Low Income Assistance Policy, the CDTHA Home Business Use Policy, and the CDTHA Maintenance Policy which are attached hereto, or as they may hereafter be amended, are by this reference made a part hereof.
- D. All CDTHA HUD low-rent programs are subject to this policy. Other CDTHA existing and future programs, including homeownership opportunity programs (i.e., lease with option to purchase, Mutual Help, CDTHA designed programs, etc.) and rental assistance programs (i.e., Low-Income Housing Tax Credit, Voucher, etc.) are subject to the standards contained in this policy unless specifically stated in the applicable program lease/use and occupancy agreement, regulations, or policy. The Tribal Council acting as the Board and staff will comply with all applicable laws and regulations of the Department of Housing and Urban Development (HUD), particularly CFR 1000. Additionally, commissioners and staff must be in compliance with the Coeur d' Alene Tribal Codes and Ordinances, applicable state and federal laws and regulations, and CDTHA policies. Failure for staff to be in compliance will be addressed through disciplinary action that could result in termination of employment or removal from the Board.
- E. Codes: Occupants are required to adhere to the Coeur d' Alene Tribal Code and other applicable laws with regard to their personal conduct when it impacts their housing obligations and the rights of others. Participants in this program agree to adhere to the following covenants as long as they reside on the premises as a renter.

SECTION 2: RESIDENTS & GUESTS

- A. Residents shall respect the peaceful enjoyment of the community and see that their guest does the same. It is the responsibility of the Resident to keep their children under control at all times. Neither Resident, their children, guests nor any other person staying or visiting the Resident shall cause unreasonably loud or disturbing noise, especially between the hours of 10 p.m. to 8 a.m.
- B. Residents are responsible for the action of occupants of their home, as well as guests and invitees.
- C. Residents shall conduct themselves and cause other persons who are on the premises with their consent to conduct themselves in a manner which will not disturb his neighbors' peaceful enjoyment of their accommodations and will be conducive to maintaining the neighborhood in a decent, safe and sanitary condition. Excessive alcohol abuse, partying, fighting, quarreling and any other action or activities that interfere with or disturb the health, safety, or right to peaceful enjoyment of the premises by other residents are prohibited.
- D. Residents shall refrain from, and to cause his household and guests to refrain from destroying, defacing, damaging, or removing any part of the home or grounds.

SECTION 2: UNLAWFUL CONDUCT

- A. The resident is prohibited from using, causing to be used or allowing to be used any part of said rented or leased premises for any unlawful conduct or purposes. Any unlawful conduct is prohibited and may result in eviction and termination of the lease agreement or Use and Occupancy Agreement.
- B. Coeur d' Alene Tribal Law Enforcement is responsible for receiving and investigating any suspicious or illegal acts. Residents are requested to notify the local law enforcement agency for investigation and prosecution.
- C. The Coeur d' Alene Tribal Code shall have exclusive jurisdiction over any dispute that arises.
- D. Amendment of Rules: CDTHA reserves the right to make reasonable modifications to these RULES if needed for health or safety purposes or necessitated by a change in Tribal Code or Federal law. Residents will be given at least 30 days notice of any such modification.

SECTION 3: APPLICATION

All enrolled members of the Coeur d' Alene Tribe is encouraged to submit applications as soon as possible because of the extensive requirements for qualifying. They also must be informed that if they need assistance in completing the application, staff are available to assist them. Federal law prohibits discrimination based on race, color, creed, religion, national origin, sex,

age or handicap, although preference for selection may be limited to applicants who are enrolled members of the Coeur d' Alene Tribe in accordance with the provisions of NAHASDA, Title II, SECTION 201 (b) 4.

- A. Application Forms:** There are specific forms that must be used to complete an application depending on the type of assistance for which one is submitting an application. These forms may be supplemented with additional forms as deemed necessary by the Executive Director for clarification purposes. The minimum application forms generally required by the CDTHA include, but are not limited to the following:
1. Intent to Apply or the Uniform Residential Loan Application (URLA) or program specific basic application
 2. Consent for Credit Report
 3. Homebuyer Counseling Agreement
 4. Goal Statement
 5. Budget Worksheets
 6. Applicable Verifications
 7. Client Action Plan
 8. Applicable Consents to Release Information

The application form will be designed by staff to gather enough information to allow a full assessment of the family's background to determine and verify eligibility, consistent with any applicable federal and CDTHA requirements and the requirements of any other funding entity that are applicable at the time of admission.

- B. Application Process:** Families must submit a full and complete application, including authorization and evidence of prior attendance in Housing Counseling and education classes and sessions, before they can be determined eligible or placed on a waiting list.
1. In order to be considered for occupancy in any housing program offered by the CDTHA, a written (legible) application must be completed in consultation with a CDTHA staff member.
 2. All applications processed by CDTHA staff are entered in the Housing Data Systems (HDS) database.
 3. The staff member preparing an application must note the date and time (date & time) when the application was received.
 4. All information provided in the application must be verified and documented before an application is considered complete. In the event there are concerns regarding the information obtained, the Housing Counselor will report the concerns to the Executive

Director. The Executive Director will request information for review purposes from staff to either make a decision.

5. After reviewing the application data, the Housing Counselor will submit the file with a written recommendation for action to another Housing Counselor who will review the file and document in the file the concurrence or nonconcurrence with the action to be taken. If there is no agreement regarding the action to be taken, the information will be forwarded to the Executive Director for review and action. All recommendations and actions are to be in the form of written documentation.
6. Once the application is complete and eligibility has been determined, the applicant data will be entered into the appropriate Waiting List database.
7. In the event of a rejection, the staff will notify the applicant in writing (certified mail return receipt requested) of the basis of the determination and the right to appeal the decision in accordance with the Grievance Policy.
8. The Housing Counselor will prepare a letter notifying the applicant of the resultant placement on the Waiting List.
9. The Waiting Lists will be updated to the greatest extent feasible on a biweekly basis; however, a minimum of a monthly update is required. The Housing Counselor will provide the Waiting Lists on a monthly basis to the Executive Director for inclusion in the report to the Board at the next regularly scheduled meeting.
10. Waiting Lists (indicating applicant's last four digits of their social security number, bedroom size, lot preference and points) are to be posted for public view in the CDTHA office.

C. Charges: There is no application fee for CDTHA program assistance, although applicants pursuing homeownership will be responsible for other fees assessed by lenders in the event a resident successfully exercises their option to purchase. Also, applicants are not responsible for the cost of credit report obtained by the CDTHA for the purposes of qualifying for a program.

D. Communications: All communications with the applicant must adhere to the following requirements:

1. All official notices must be in writing and signed by a Housing Counselor with a copy to the Executive Director.
2. All verbal communications are to be documented in the applicant file, indicating date, time, content, and disposition.
3. All written communications or major inquiries from an applicant are to receive a written response within 5 working days from the date of receipt.
4. All phone calls are to be returned within a maximum of two working days.

5. All appointments are to be confirmed in writing.
6. All phone reminders of appointments are to be documented in the applicant file, indicating date, time, content and disposition.

SECTION 4: WAITING LISTS ORGANIZATION

Generally, waiting lists management will be in accordance with HUD Handbook 4350.3 Rev. 1 as it now exists or hereafter may be amended.

- A. **Preferences:** It is the goal of the CDTHA to provide decent, safe and sanitary housing for all enrolled members. In accordance with this goal, housing assistance opportunities will be made available in accordance with CDTHA established preferences. The waiting lists will be organized based on the established preferences.
 1. Preferences are established to ensure that the benefits accrue to enrolled members of the Coeur d' Alene Tribe. Consequently, the following definitions will apply:
 - a. ALL COEUR D' ALENE FAMILY means the head or heads of household and at least one child are enrolled members of the Coeur d' Alene Tribe. Coeur d' Alene couples are also included in the definition of all Coeur d' Alene family.
 - b. A DESCENDANT INDIAN FAMILY means at least one of the heads of household is a descendant of the Coeur d' Alene Tribe. Only an enrolled member of the Coeur d' Alene can be the applicant.
 2. A family admitted based on a qualifying Coeur d' Alene member must retain the Coeur d' Alene qualifying member as part of the household in order to ensure continued occupancy.
 3. A family admitted based on the qualifying head of household (s) can not change the qualifying head of household later.
- B. **Priorities:** The CDTHA reserves the right to establish priorities within program preferences.
 1. Single enrolled Coeur d' Alene members are considered a family, but may have a lower priority over a family of 2 or more.
- C. **Waiting List Organization:** The CDTHA requires that Waiting Lists are established and maintained for each type of housing assistance program. Preliminary selection of applicants who meet all eligibility requirements will be based on preferences established by the Board of Commissioners.
- D. **Placement on the Waiting List does not guarantee selection.** It indicates that at the time of verification and certification, the applicant is eligible for the program and is to be

considered for selection. Applicants who are determined ineligible will be placed on the inactive waiting list.

E. Maintaining Waiting Lists: The following information is required to properly maintain the waiting list.

1. Minimum information:

- a. Record number
- b. Name and address
- c. Community preference
- d. Family size
- e. Income
- f. Date/time of application
- g. Tribal affiliation/non-Indian
- h. Notification to update
- i. Recertification of application (date)

2. Optional information:

- a. Source of income
- b. Place of employment
- c. Length of employment
- d. Federal IRS Form 4506 or 4506T
- e. Previous federal housing assistance
- f. Financing capability
- g. Disabled
- h. Veteran

3. The Waiting Lists will be updated to the greatest extent feasible on a bimonthly basis; however, a minimum of a monthly update is required.

4. Waiting List applicants must update their application on a yearly basis or they will automatically be removed from the waiting list and placed in the inactive file. Applicants on the waiting list will be notified in writing to the greatest extent feasible one year after the date of the initial application to update their application within a specified time period. Any efforts to notify the applicant must be noted on the Waiting List by date.

5. Yearly updates by applicants will be noted on the Waiting List by date of completed updated application.

F. Removal from the Waiting List:

- 1. DRUG TESTING RESULTS:** All new adult tenants and new occupants of Tribal housing must test negative for use of illegal drugs before executing any lease agreement or occupying any unit managed by the CDTHA.

- a. Those testing positive will be removed from the waiting list for a minimum of a one-year period from the date of determination.
 - b. Those refusing to comply with drug testing requirements will be removed for a minimum of a one-year period from the date of determination.
2. OTHER: Those failing to update their application annually will be removed until such time as they have submitted a completed application.
- G. Reporting Requirements: A summary of the Waiting List using social security numbers for confidentiality must be prepared and submitted to the Executive Director on a monthly basis.

SECTION 5: APPLICANT FILES

- A. Filing Requirement: All applications are filed as Active or Inactive.
- B. File Management: When an applicant is placed on the Waiting List, the application and all the supporting documentation is maintained in the Active File. All applicant files are organized alphabetically.
- C. Inactive File: Applicants who are determined to be ineligible for whatever reason are placed in the Inactive File, organized alphabetically by fiscal year. Inactive files will be set up in a database indicating the name, address, bedroom size, income and date.
- D. File Retention: All Inactive Files are retained for a minimum of 3 years. All active files are retained for five years after move-out or in accordance with HUD Handbook 4350.3 Rev. 1, whichever is less.
- E. Inactive File Placement: Waiting List applicants will be placed on the inactive waiting list when treated as follows: Staff has made a determination of eligibility.
- F. Confidentiality: Information contained in CDTHA files is confidential. Only those with a need to know have the right to review the contents of client files. Staff is prohibited from discussing the contents of a client's file with anyone other than CDTHA staff. Tribal officials must have a court order to access applicant or occupant information unless the applicant or occupant has signed consent to release the information to the requesting party.

SECTION 6: ELIGIBILITY

Specific guidance regarding procedures for determining eligibility are located in the most recent HUD Handbook 4350.3, more specifically in Chapter 3, Eligibility for Assistance and Occupancy, and are hereby incorporated by reference. The following eligibility requirements must be met at a minimum prior to persons being considered.

- A.** All new adult tenants and new occupants of Tribal housing must test negative for use of illegal drugs before being considered for housing assistance.

- B.** Lease Purchase Programs
 - 1. Only those who are eligible under the laws and customs of the Coeur d' Alene Tribe to lease tribally owned land for residential purposes or who otherwise obtain the specific approval of the Coeur d' Alene Tribal Council shall be eligible. Non-Indian and non-member spouses may join in the application process and have their income and credit considered; however, if the Coeur d' Alene Tribal member dies, relinquishes Coeur d' Alene membership, or becomes divorced from the non-Indian or the non-member, the non-Indian or non-member spouse can not be the beneficiary or remain in possession of the rental unit; nor may the parties or the Courts allow the non-Indian or non-member spouse to remain in possession of the rental unit in the event of divorce.
 - 2. Applicants who are an "Indian Family" will only be considered if they can comply with the following: at least one of the qualifying applicants must be an enrolled member of the Coeur d' Alene Tribe.

- C.** Eligible Family/Individual Composition means
 - 1. ALL COEUR D' ALENE FAMILY means the head or heads of household and at least one child are enrolled members of the Coeur d' Alene Tribe. Coeur d' Alene couples are also included in the definition of all Coeur d' Alene family.
 - 2. A DESCENDANT INDIAN FAMILY means at least one of the heads of household is a descendant of the Coeur d' Alene Tribe. Only an enrolled member of the Coeur d' Alene can be the applicant.
 - 3. Single enrolled Coeur d' Alene Tribe members are considered a family.

- D.** Enrollment documentation must be provided by a third party source. Coeur d' Alene enrollment must be documented and verified through the Coeur d' Alene Tribal Enrollment Office. Other Indian applicants must have third party enrollment documentation and verification provided by the Bureau of Indian Affairs (BIA). Third party verification in the form of a BIA Certificate of Degree of Indian Blood (CIB) and verification of enrollment from a federally recognized tribe will be acceptable.

- E.** "FAMILY" means two or more persons related by blood, marriage, or adoption, or who have evidenced a stable family relationship by living regularly together in the same dwelling unit for at least two years or a single adult enrolled member or descendant of the Coeur d' Alene Tribe.

- F.** The applicant and occupants for which a deduction is allowed must use the home as their principal residence.

- G.** The applicant family must have sufficient income to meet and maintain the minimum payment and be within the income limits established and approved by HUD annually (see

Appendix A: Income Limits). For Mutual Help participants, the applicant must be able to maintain at least \$10,000 annual income and demonstrate the ability to meet the maintenance obligations of \$100 per month and other household obligations.

- H. Employment Stability: For an applicant to be financially eligible for the Program, they must have at least two years stable income and also demonstrate the ability to maintain at least their present level of income. This will be verified by staff and may be satisfied by a written statement from the applicant's employer. If it is not feasible to determine income potential from an employer, this verification may come from copies of the applicant's income tax returns for the three years prior to the application date. The applicant must sign an IRS Form 4056, authorizing the IRS to release the information to the CDTHA. These income tax returns will be kept on file and new ones will be submitted each year thereafter.
- I. Ability to Enter Into Agreement: For a family to be eligible for admission, they must be at least 21 years of age and have the legal capacity to enter into a Use & Occupancy Agreement and be willing and able to meet all obligations of the Use & Occupancy Agreement. The applicant family must be willing to commit the time required to comply with all of the counseling requirements.
- J. Admission of Single Persons in the Process of Securing Legal Custody: An applicant in the process of securing legal custody through other means than adoption must provide evidence that success of obtaining legal custody is likely. This determination of reasonable likelihood of success will be made at the time an offer of a unit is to be made to an individual. If at that time it is determined that there is not a likelihood of success, then that individual nonetheless shall be allowed to retain his place on the waiting list, with any preference for which he remains eligible and with his original date and time of application until custody is secured. At that time the individual will be offered an appropriate unit in accordance with his position on the waiting list.
- K. Credit, Use & Maintenance History: All applicants must have a satisfactory credit, use, and maintenance history. The following will be required at a minimum. Additional requirements and specifics pertaining to analysis are governed by the CDTHA Underwriting Procedures.
 - 1. Credit history will be verified by a credit report and any or all of these sources or other means as determined by the CDTHA.
 - 2. Two or more landlord or lender references detailing previous house payment history.
 - 3. Non-traditional means.
- L. Use and maintenance history will be documented by one or both of these sources.
 - 1. Landlord references from the previous 5 years.
 - 2. Police/Court record check.

- M. If negative reference on either the credit or use/maintenance history is obtained, staff will notify the applicant in writing of the negative items found. The applicant will be afforded an opportunity to respond in writing within 5 working days of the postmarked date of the notice regarding any negative information derived from any source. The response will be taken into consideration in determining the applicant's eligibility.
- N. Habits & Practices: An applicant must be of good character and possess habits and practices that promote safe, clean and healthy homes, property, and communities. This also applies to applicant's household members as they appear on the application or as they are requested to be added to the occupancy agreement.
- O. Verification Time Frame: Applicant information will be verified as soon as possible after submission of an application. However, if there is a long waiting list, staff may do an initial assessment of a family's eligibility and suitability at the time of application and wait to do a more complete evaluation until shortly before admission. By doing this, staff will avoid the time and expense involved in evaluating applicants who may withdraw from the waiting lists before their names can be reached. Verifications are only good for 90 days and must be recertified 30 days prior to occupancy.
- P. Social Security Numbers: To be eligible, the families must disclose and verify social security numbers for all family members.
- Q. Privacy Act Statement: Participants must sign the Privacy Act Statement initially and each year thereafter, unless otherwise required by the program policy or regulations. Eligibility for admission or continued occupancy will be denied for failure to comply with the Privacy Act requirement.
- R. Previous Assistance from Other Housing Authority: Participants in other housing authority programs may apply for housing and be placed on the waiting list. Verification that the applicant has terminated the other assisted unit agreement and terminated in good standing must be obtained before the applicant will be allowed to participate in the Program.
- S. Previously Assisted CDTHA Resident: No applicant or applicant's household member who has an outstanding debt to the CDTHA or whose participation was terminated by the CDTHA will be eligible for assistance until the following conditions are satisfied:
1. **Voluntary Terminations**: Any outstanding debt from an applicant or an applicant's household member must be paid in full prior to consideration.
 2. **Involuntary Terminations**: **Any applicant whose assistance was terminated by the CDTHA or who was evicted for nonpayment will not be considered eligible for a period of one (1) year and verification from a landlord who verifies that the applicant had a satisfactory payment/rental history is obtained.**
- T. Consideration of Derogatory Findings: One minor derogatory finding is not used as a basis for denial. For lease purchase programs, the inability to achieve mortgage readiness within a specified time or to maintain a certain income level is a major

derogatory finding. In this event, the applicant will be advised to pursue housing through a rental program until such time as the finding can be overcome.

SECTION 7: VERIFICATION

Procedures for verification will be in accordance with the verification guidelines outlined in the most recent HUD Handbook 4350.3.

- A. Verifiable Information: All information must be verifiable. Verification must be obtained through a third party and in accordance with HUD Handbook 4350.3, as it now exists or is hereinafter amended. Handbook 4350.3 is hereby incorporated by reference. The procedures for income verification are detailed in Handbook 4350.3 in Appendix 3, Acceptable forms of Verification and Appendix 15, Verification and Consent Guidance and Sample Formats, although the CDTA reserves the right to develop their own forms. Third party forms provide for verification from at least the following agencies:
1. BIA credit and trust income;
 2. Coeur d'Alene Tribe;
 3. IRS for income verification;
 4. Federal matching programs for social security, income, public assistance,
 5. Social Services/TANF for income;
 6. Employer(s);
 7. Financial Institutions;
 8. Etc.
- B. Verification of Annual Income: Anticipated annual family income for admission will be determined by staff on the basis of verification of income at the time of initial application, unless otherwise stated in the program policy or regulations. IRS verification will be used in addition to other income verifications. To remain on the waiting list, applicants must inform staff in writing of any changes in income, as they occur. Staff will reverify eligibility of the applicant based on any change of income and ensure that the applicant meets all eligibility requirements for admission. Should an applicant become ineligible based on a change in income, staff will notify the applicant in writing by certified mail that he no longer qualifies for admission into the program. In addition to income changes, disqualification may also be caused by program and policy changes.
- C. Verification Time Frame: Applicant information will be verified as soon as possible after submission of an application. However, if there is a long waiting list, staff may do an initial assessment of a family's eligibility and suitability at the time of application and wait to do a more complete evaluation until shortly before admission. By doing this, staff will avoid the time and expense involved in evaluating applicants who may withdraw from the waiting lists before their names can be reached. Verifications are only good for 90 days

and must be recertified 30 days prior to occupancy. See HUD Handbook 4350.3 Rev. 1 for additional guidance.

- D. Verification Data: Verification data are to be reviewed and evaluated as they are received for completeness, adequacy, and conclusiveness. Where the information received is not completely adequate in all respects, follow-ups or new efforts to obtain such information are to be made and carried through to conclusion. The CDTHA has the right to ask for any information from the applicant that the CDTHA deems necessary to completing the process. See HUD Handbook 4350.3 Rev. 1 for additional guidance.
- E. Verification Summary: As verification of all necessary items for each application is completed, a summary of the verified information is to be prepared and filed in the tenant's folder. The summary is to cover at least the following determinations and the basis for such determinations:
1. Family Status;
 2. Coeur d' Alene Enrollment or other enrollment;
 3. Eligibility as a low-income family;
 4. Eligibility of the family with respect to Eligibility and Ineligibility Sections of this policy;
 5. Counseling requirements/Client Action Plan;
 6. Rent Calculation;

See the most current HUD Handbook 4350.3 Rev. 1 for additional guidance.

SECTION 8: BASIS FOR INELIGIBILITY

The reasons for a determination of ineligibility are based on CDTHA policies and other applicable program concerns or regulations. Although an applicant may meet the basic criteria for eligibility, any one of a number of reasons can form the basis of a determination of ineligibility. Families who have applied for housing or who have applied to add an additional occupant, and who, for any reason, have been determined to be ineligible will be notified by staff in writing, stating the reasons for their ineligibility. The family would then be entitled to a hearing through the means adopted for administrative remedies. All information relative to the rejection of an applicant family must be documented and placed in the applicant family's file for future reference.

- A. The following does not represent an exhaustive list of reasons an applicant may be denied final selection as a tenant; however, it is illustrative of many common reasons for a determination of ineligibility.
1. Failing to repay previous debts owed to any housing authority or other HUD program.
 2. Fraud in connection with any HUD program, or failing to disclose previously committed fraud in connection with any HUD program.

3. Prior conviction of crime(s) of a sexual nature.
4. Record of substance abuse.
5. Non-cooperation. Refusing or failing to complete required forms or to supply requested information.
6. Applicants who appear on HUD's List of Suspensions, Debarments, and Limited Denial of Participation.
7. The applicant family does not qualify as a family according to the applicable program requirements.
8. The applicant family does not meet the income requirements.
9. Lack of documented, verifiable information.
10. The applicant previously participated in the program.
11. Family composition is not compatible with the occupancy standards applicable to the vacant unit.
12. The applicant family has a record of unsatisfactory performance in meeting past financial obligations.
13. CDTHA records indicate that the applicant family has an outstanding debt.
14. Applicant family has a record of destruction of property, acts which would imperil the health, safety or peaceful occupancy of neighbors, and/or disregard for the rights of others and the rules of occupancy.
15. The applicant family has a record of any illegal activity which would impair the physical or social environment of the surrounding neighbors, including but not limited to trafficking in drugs, use and/or possession of drugs, prostitution, possession of explosives, illegal possession firearms, and crimes of violence against persons or property.
16. The applicant family has a history of unsanitary or poor housekeeping habits.
17. The applicant family has provided false information on the application or other application on file with CDTHA.
18. The applicant family has a history of lease violations.
19. CDTHA Participants who were evicted for non-payment of any financial obligation to CDTHA will be denied participation in CDTHA housing assistance

programs for at least one (1) year from the date on which all CDTHA debt has been retired and evidence of a good credit history is verifiable.

20. CDTHA Participants who were evicted for violations due to acts which threatened the health, safety and welfare or peaceful enjoyment of others will be denied participation in CDTHA housing assistance programs for at least three (3) years and references are positive.

B. Consideration of Derogatory Findings: One minor derogatory finding will not be used as a basis for denial of eligibility or participation. However, a combination of derogatory findings may be used as a basis for denial. The inability to achieve mortgage readiness within 3 years, if applicable, is a major derogatory finding. In this event, the applicant will be advised to pursue housing through a rental program until such time as the obstacles to mortgage readiness can be overcome.

SECTION 9: SELECTION

A. Initially, an applicant has completed a preliminary application which provides sufficient information to be placed on the Waiting List. Waiting List applicants may update their information in writing at any time. When an appropriate unit becomes available, the top applicants are notified of preselection and the need to complete the formal application so that all information is current. Formal verification begins when a formal application is completed. During the verification process, the CDTHA staff will determine if the applicant meets the qualifications for the specific program. In preselecting participants, staff will take into consideration the following factors:

1. Specific program requirements, preferences and priorities;
2. Income targeting;
3. Program set-asides;
4. Applicant screening criteria;
5. Occupancy requirements;
6. Residency preferences;
7. Previously assisted;
8. Credit

B. Upon availability of a CDTHA home, the CDTHA staff will **preselect** two applicants from the top of the appropriate waiting list. All selections will be made from established waiting list preferences. If the targeted number of selections can not be satisfied from the Waiting List for Preference 1, consideration will be given to those wait listed for Preference 2, and so forth. Replacements may also be selected to facilitate meeting income targets needed to facilitate positive cash flow. Generally, the following procedures will apply:

1. Send written invitation to top two families on the appropriate waiting list.

2. Respondents submit notice of interest by deadline date.
 3. Staff requires meeting with family to provide orientation and update CDTHA requested information for verification.
 4. Staff verifies all information and determines income and program eligibility.
 5. After determining that all criteria for selection have been satisfied, including drug testing, CDTHA will finalize selection and proceed to move-in.
- C. Rejection of 2 offers by an applicant will result in removal from the waiting list for a 1 year period. In the event that all applicants on the active waiting list have had the opportunity for consideration, the Executive Director may consider applicants from other waiting lists in the following order:
1. Active waiting list of applicants similar bedroom size,
 2. Inactive applicant waiting list.
- D. The Executive Director will prepare scoring sheets by program criteria to facilitate an objective selection process. Sample scoring sheets are included in the appendices.
- E. Selection of seniors for the 20-1-bedroom apartments will be based on the following qualifications, priorities and preferences:
1. Qualifications: In order to qualify for the Senior Apartments applicants must be able to live independently, complete an orientation and Housing Counseling requirements, and meet NAHASDA Income eligibility requirements and other requirements described below.
 2. Priorities & Preferences:
 - a. CDT Seniors who are 70 years old or more.
 - (a) Preferences
 - (i) Documented physical condition which does not prohibit independent living but does require close proximity to Benewah Health Center
 - (ii) Has never been assisted,
 - (iii) Does not own a home
 - (iv) Applicant's current residence is within 15 mile radius of Plummer, Idaho
 - b. CDT Seniors who are between the ages of 55 years and 69 years.
 - (a) Preferences

- (i) Documented physical condition which does not prohibit independent living but does require close proximity to Benewah Health Center
 - (ii) Has never been assisted,
 - (iii) Does not own a home
 - (iv) Applicant's current residence is within 15 mile radius of Plummer, Idaho

- c. Enrolled members of other federally recognized tribes who are 70 years old or more.
 - (a) Preferences
 - (i) Documented physical condition which does not prohibit independent living but does require close proximity to Benewah Health Center
 - (ii) Has never been assisted,
 - (iii) Does not own a home
 - (iv) Applicant's current residence is within 15 mile radius of Plummer, Idaho

- d. Enrolled members of other federally recognized tribes who are between the ages of 55 years and 69 years at the time of preselection.
 - (a) Preferences
 - (i) Documented physical condition which does not prohibit independent living but does require close proximity to Benewah Health Center
 - (ii) Has never been assisted,
 - (iii) Does not own a home
 - (iv) Applicant's current residence is within 15 mile radius of Plummer, Idaho

- e. In order to be considered for preselection, an applicant who is participating in the Mutual Help Program as the Lessee must be able to satisfy the following:
 - (a) Able and willing to relinquish all rights under the MHOA;
 - (b) Demonstrate a good payment history; an
 - (c) Apply all MEPA to recover all costs associated with the existing Mutual Help and any debt.

SECTION 10: PROGRAM RENT & OTHER PAYMENTS

This SECTION describes the rental payments required and, if applicable, any additional required payments. HUD Handbook 4350.3, Chapter 5, Determining Income and Calculating Rent, as it currently exists or as it is hereinafter amended shall supply the guidelines and the definitions to be used to calculate rents.

- A. **Certification & Recertification:** During the rental phase of the program, staff will verify and certify a selected family's composition, income and earnings prior to initial occupancy and at least annually for continued eligibility and occupancy. The purpose of recertification is not to decrease rent any time income decreases. Recertification is conducted to assist tenant in achieving homeownership and to meet the obligations of the Client Action Plan. Tenants are to report all changes in family composition, income and assets as they occur. A tenant family who can not regularly meet the minimum house payment or rent will not be permitted to stay in the program.
1. Also, at the time of recertification staff will determine if the family is in the appropriate program. If a family's income has decreased, and it appears that this change will be long term, the family may be permitted to pay the minimum rent established by the CDTHA pursuant to all applicable CDTHA policies and regulations.
- B. Any tenant who reports a change in family circumstances (such as a decrease in income) shall be given an interim income redetermination. In the event the rent is decreased in accordance with this provision, the tenant must report all changes in family circumstances which would result in an increased rent (such as an increase in income) which occur prior to the next regular reexamination and the rent will be appropriately adjusted to reflect anticipated annual income.
1. The tenant must furnish CDTHA, once each year or more often as requested by the CDTHA, accurate documentation as required by the CDTHA concerning income, employment, assets, and family composition for use by CDTHA as to whether the tenant continues to be eligible for the Program.
 2. A failure to provide accurate and complete information within fourteen (14) days of the request is grounds for termination of participation in the program.
 3. If it is found that the tenant now or hereafter intentionally or unintentionally misrepresented to CDTHA his income, employment, assets, or family composition, then in that event the rent will be adjusted retroactive to the date of the prior determination and is grounds for termination of participation in the Program.
 4. In the event of any rent adjustment, CDTHA will provide a Notice of Rent Adjustment to the tenant. The change in rent will become effective on the first day of the month following the month in which the change in income occurred.
 5. If CDTHA determines that because of a decrease in the tenant's income that the tenant is no longer eligible for the Program, the rent will decrease to the minimum rent established for the home as set forth by the CDTHA for the Program. If tenant is unable to meet the minimum payment requirement, participation in the Program will be terminated 30 days from the date of notice that the tenant no longer qualifies for the Program.
- C. **Late Payments:** If the required rental payment is not received by close of business on the 10th day of the month, CDTHA staff will issue a Delinquency Notice, sent by regular mail,

and a \$15 fee will be added to the amount due. Efforts to collect continued delinquencies will be in accordance with the CDTHA Collection and Eviction Policy, which includes, but is not limited to the following:

1. Garnishments of tribal per capita payments for the collection of unpaid tenant accounts receivable. Garnishments will continue until the total outstanding balance is cleared and will only be subject to limitation by tribal ordinance.
2. Voluntary payroll deductions;
3. Mandatory budget counseling;
4. Credit reporting;
5. See Section on Termination for additional information.

D. Application of Payments: Payments made as rent will be applied at CDTHA discretion to any outstanding balances which may include rent, or any other balances owed.

E. Partial Payments Conditions: The CDTHA retains the right to accept partial payments after a delinquency notice or termination notice has been issued. CDTHA's acceptance of any such partial payments does not constitute a waiver of CDTHA's rights under any such notice.

F. Program Specific Requirements:

1. RENTAL PAYMENTS FOR LOW-RENT HOUSING FOR NON-SENIORS

- a. Rent Calculation will be based on 25% of adjusted gross income of the household. **Rent calculation for NAHASDA rentals will not exceed 30% of adjusted gross income.**
- b. Gross Annual income will be adjusted by the following deductions:
 - (1) Dependents \$480
 - (2) Documented child care up to \$1,200
 - (3) Utility deduction of \$1,000 per year.
 - (4) Elderly deduction of \$400 per elderly occupant using the home as their principal residence.
 - (5) Per capita payments of Coeur d'Alene tribal members as long as there is sufficient income to meet the minimum payment requirements.
- c. Ceiling Rents for Low-Income Rentals: Fair market rents for the area as published by HUD annually will be the basis for establishing ceiling rents for low-rent units.

However, the CDTHA reserves the right to establish ceiling rents based on a cost analysis of rental receipts and operating costs.

- d. Ceiling rents for Moderate- and above moderate-income families: Families who are moderate income or who exceed moderate-income limits will not be afforded low-income ceiling limits. Annually the CDTHA will establish higher ceiling rents than those set for low-income families. HUD fair market rents and an analysis of rental receipts and receivables will be considered in determining ceiling limits.

2. RENTAL PAYMENTS FOR LOW-RENT HOUSING FOR SENIORS

- a. Gross annual income will be defined in accordance with the Section 8 definition.
- b. Rent will be based on 15% of adjusted gross income of the household. **Rent calculation for NAHASDA rentals will not exceed 30% of adjusted gross income.**
- c. Gross Annual income will be adjusted by the following deductions:
 - (1) Dependents \$480
 - (2) Documented child care up to \$1,200
 - (3) Utility deduction of \$1,000 per year.
 - (4) Elderly deduction of \$400 per elderly occupant using the home as their principal residence.
 - (5) Per capita payments of Coeur d'Alene tribal members as long as there is sufficient income to meet the minimum payment requirements.

3. RENTAL PAYMENTS FOR MUTUAL HELP NON-SENIORS

Rent Calculation will be based on 15% of adjusted gross income of the household. **Rent calculation for NAHASDA rentals will not exceed 30% of adjusted gross income.**

Gross Annual income will be adjusted by the following deductions:

- (1) Dependents \$480
- (2) Documented child care up to \$1,200
- (3) Utility deduction of \$1,000 per year.
- (4) Elderly deduction of \$400 per elderly occupant using the home as their principal residence.

- (5) Per capita payments of Coeur d'Alene tribal members as long as there is sufficient income to meet the minimum payment of the administrative charge and to maintain the home.

4. RENTAL PAYMENTS FOR MUTUAL HELP SENIORS

- a. Rent Calculation will be based on 15% of adjusted gross income of the household. **Rent calculation for NAHASDA rentals will not exceed 30% of adjusted gross income.**
 - b. Gross Annual income will be adjusted by the following deductions:
 - (1) Dependents \$480
 - (2) Documented child care up to \$1,200
 - (3) Utility deduction of \$1,000 per year.
 - (4) Elderly deduction of \$400 per elderly occupant using the home as their principal residence.
 - (5) Per capita payments of Coeur d'Alene tribal members as long as there is sufficient income to meet the minimum payment of the administrative charge and to maintain the home.
 - (6) The admin fee is the only payment required of Mutual Help Lessees who are senior citizens. Payments made in excess of the administrative fee will be applied as follows:
 - (i) Payments made in excess of the admin fee will be applied towards the purchase price of the house (MEPA account)
 - (ii) Nonpayment of the difference will accrue to the Senior Assistance Program (SAP) account, **which is to be paid by the Tribe.**
5. Ceiling rents for Mutual Help families: Mutual Help ceiling limits represent the debt service which is based on the total development cost for a specific project. The admin fee is a management fee that is in addition to the ceiling rent which is the maximum gross rent. Other factors may be considered by the CDTHA to adjust the ceiling rent such as delinquency or home improvement costs.
 6. Mutual Help participants are responsible for maintaining a minimum of \$10,000 annual income sufficient to pay the admin fee and maintenance costs for the home. Failure to meet the minimum costs may be grounds for termination of assistance. In the case of CDT members, the CDTHA reserves the right to include per capita in the rent calculation in order to maintain eligibility.

7. The admin fee will be reevaluated by the Executive Director at least annually to reflect the costs required to operate the Mutual Help program. Factors to be considered include, but not limited to, insurance, accounts receivables, work orders, pest control, vacated units, rehab of vacated units, collection loss, recertification, common area costs, and administrative costs.
8. Moderate-income and above families who have been participating in the Mutual Help program since 1997 are not subject to the non-low income requirements of NAHASDA.

G. Minimum Rent Requirements:

Pursuant to Resolution 2007-33, adopted by the Board of Commissioners, minimum rents are established effective September 20, 2007 as follows:

1. The minimum rent for all newly rehabbed homes will be \$125.00 per month.
2. Existing tenants whose homes have not been rehabbed will be subject to a minimum rent of \$100.
3. CDT Seniors in existing rentals who are the only head of household in the home will not be subject to an increase in the minimum rent.
4. CDT Seniors occupying low-rent homes with other adults will be subject to 15% of their income and all other non-senior adults will be subject to 25% of all their income for purposes of calculating rental payments.

SECTION 11: RECERTIFICATION PROCESS

Procedures for recertification will be in accordance with the recertification guidelines outlined in HUD Handbook 4350.3 Rev. 1 as it now exists or is hereafter amended.

- A. Purpose: Recertification is conducted to assist tenant in meeting the obligations of the Client Action Plan. It is not for the purpose of rent reduction anytime a tenant's income is reduced. Income is anticipated annual income; consequently, monthly recertifications are not to be performed. Staff is to counsel tenants frequently about the family's responsibility to budget personal finances.
- B. Frequency: All tenants must complete an annual recertification or whenever a change in income of \$200 or more per month or a change in family composition occurs until such time they either terminate, or in the case of a homeownership opportunity program until such time as they obtain ownership or exercise their option to purchase. Recertification is scheduled to occur on an annual basis in the quarter in which the initial move-in occurred.

- C. Interim Redetermination of Family Income: No rent adjustments are to be offered between dates of periodic reexaminations or pre-scheduled reexaminations (as set forth above), except as provided in Subparagraphs 1 and 2 below.
1. In addition to submitting such information as may be required at time of periodic reexaminations (or special reexamination) of eligibility and redetermination of family income, tenants are required to report the loss of lessee or renter through death, divorce or other continuing circumstances, or addition of a family member. Any new additions to the household must apply for occupancy and meet the requirements of the program.
 2. Any tenant who reports a significant continuing change in family circumstances (such as a permanent loss of employment, death of the applicant, income increases) shall be given an interim income redetermination. In the event the rent is decreased in accordance with this provision, the tenant family must meet with the CDTHA staff on a monthly basis until such time as the family can achieve the income level reported at the time of application.
 3. Interim redeterminations may be conducted as required by the CDTHA.
 4. Failure to report the occurrences of changes and complete the required forms will result in retroactive rent charges or other action appropriate to the violation.
- D. Process: To assure that the data upon which the determination of eligibility for continued occupancy, rent to be paid, and size of dwelling required are to be based are full, true and complete, the information submitted by each tenant is to be verified before any changes can take effect. Complete and accurate verification records are to be maintained in the tenant's folder.
- E. Release of Information: When verifying and certifying income for eligibility, all adult family members shall provide appropriate authorizations for release of information, so staff can obtain third party verification. Each family must furnish information about the amounts and sources of all income to the household and may be required to produce tax returns, paycheck stubs and any other evidence of income. Failure to provide the authorizations is grounds for denial and/or termination of assistance or rent charges based on the fair market rent.
- F. Adjustments: Adjustments will be made only after a thorough review of the household's anticipated income and will be made on a case-by-case basis.
- G. Verification of Data: Verification of data is to be reviewed and evaluated as they are received for completeness, adequacy, and conclusiveness. Where the information received is not completely adequate in all respects, follow-ups or new efforts to obtain such information are to be made and carried through to conclusion. The CDTHA has the right to ask for any information from the applicant that the CDTHA deems necessary to completing the process. See SECTION 8, Verification.
- H. Verification Summary: See SECTION 8, Verification.

- I. Certification: As part of the record of each family reexamined, a designated staff member is to complete and sign an eligibility certification which is to be filed in the tenant's folder.
- J. Action Required Following Reexamination: Within 30 days after the tenant has submitted all the information required of the tenant to comply with continued occupancy, he is to be informed concerning:
 - a. Eligibility status and, if ineligible, the action to be taken;
 - b. An adjustment(s) with instructions for making changes if necessary (e.g., executing a new lease or amendment if required; payment arrangements, fair market rent charge, etc.) and
 - c. Any instances of misrepresentation or non-compliance with the terms of the Use and Occupancy Agreement or program policy revealed through reexamination and any corrective action which is to be taken.
- K. Retroactive: If the reexamination discloses that the tenant, at the time of admission or at any previous reexamination, made misrepresentations, intentional or unintentional, which have resulted in the paying of a lower rent and fee than he should have paid, the tenant is required to pay the differences between what was paid and what should have been paid.
 - 1. If it is found at the time of reexamination or at any other time that the tenant has failed to report other changes in family circumstances and such changes would have required the tenant to pay a higher rent, the increased rent is to be made retroactive to the month following the date on which the change of circumstances occurred.
- L. Concerns: In the event there are concerns regarding the information obtained, the staff will report the concerns to the Executive Director. The Executive Director will review the information and make a determination.
- M. Quality Control: After reviewing the application data, the Housing Counselor will make a written recommendation for action and submit the file to a second Housing Counselor. The Housing Counselor will provide a second review of the file and document in the file the action to be taken. If there is no agreement regarding the action to be taken, the information will be forwarded to the Executive Director for review and action. All recommendations and actions are to be in the form of written documentation.
- N. Notices: The tenant will be notified in writing when they are required to recertify.
- O. Reporting: A monthly report of the status of recertifications will be completed by the Housing Counselors to the Executive Director.

SECTION 12: INCOME

- E. Policy: It is the policy of the CDTHA to use the definition of income (e.g., IRS, Census, SECTION 8) most advantageous to the family or to the housing entity as provided by NAHASDA.
- F. Applicable Definition: The CDTHA will use the meaning of annual income as defined for HUD's SECTION 8 programs in 24 CFR part 5, subpart F. In using the HUD's SECTION 8 program definition of annual income the CDTHA will exclude from annual income any amounts that are on the list of Federally Mandated Exclusions as amended time to time in the Federal Register. Household income will be used as the basis for calculating the house payment for all programs.
- G. Meaning of Annual Income: Annual income is defined in accordance with SECTION 8 and 24 CFR Part 5, subpart F (SECTION 5.609). The implementing handbook, HUD Handbook 4350.3 Rev. 1 will apply and is included as Attachment C.
- H. Calculation of Income: Income will be calculated in accordance with the procedures outlined in HUD 4350.3 Rev.1 as it now exists or is hereafter amended (Attachment C). Household income will be used as the basis for calculating the house payment for all programs.
- I. Verification: SECTION 1000.128 of NAHASDA requires the CDTHA to verify that the family is income eligible based on anticipated annual income. The family household's annual income may not exceed the applicable income limits (NAHASDA Guidance No. 2004-03, Income Limits, dated February 10, 2004). Each year these guidance numbers are revised and supersede the previous year's guidance.
- J. Documentation: The family is required to provide verifiable income documentation to verify income and to qualify for deductions. The CDTHA is required to maintain the documentation on which the determination of eligibility and income are based. The CDTHA will require a family to periodically verify its income in order to determine housing payments, fees, household composition, or continued occupancy.
- K. Income Limits: Whenever NAHASDA funds are used to assist a family, the CDTHA will utilize the HUD National Median Income Limits as amended annually as the applicable income limits, unless otherwise required by other program policy or regulations. For example, the county area median income limits are required to be used by the LIHTC program. The applicability of gross or adjusted gross income is specified by the applicable program.
- L. Applicable Definition: The CDTHA will use the meaning of annual income as defined for HUD's SECTION 8 programs in 24 CFR part 5, subpart F. in using the HUD's SECTION 8 program definition of annual income the CDTHA will exclude from annual income any amounts that are on the list of Federally Mandated Exclusions as amended form time to time in the Federal Register.

SECTION 13: SECURITY, DAMAGE AND CLEANING DEPOSIT

- A. Condition of Premises: Participants in the CDTHA Program must stipulate that they have examined the premises, including the grounds, buildings, improvements and appliances (if any), and that they are, at the time of move-in, in good order, good repair, safe, clean and enable condition, and tenant accepts the same as is and with all faults. A Move-In Inspection form will be used to determine the condition and cleanliness of the premises at the beginning of tenancy and a Move-Out Inspection form will be used at the termination of tenancy.
- B. Deposit: Participants are required to provide a deposit of Five Hundred Dollars (\$500.00) as a security, damage and cleaning deposit. The deposit is to be paid in full prior to move-in. Arrangements for payment of the deposit for rentals are subject to pre-approval of the Executive Director but can not exceed three months unless otherwise stated in the specific program rules. Release of said deposit is subject to the following terms and conditions:
1. At the expiration of the term of the Use & Occupancy Agreement or other termination, except for a termination by the tenant's exercise of the option to purchase, there is no damage to the property beyond ordinary wear and tear, no parts or household fixtures require replacement, and the property is in the same condition of cleanliness;
 2. The Move-In Inspection form will be used to determine the condition and cleanliness of the premises at the beginning and termination of the tenancy;
 3. There are no unpaid late charges, delinquent rents, or any other unpaid charges;
 4. All keys are returned (Rental charges will continue until all keys are returned or a written, signed letter from the lessee(s) stating that the keys are lost is received at the CDTHA office);
 5. All debris, rubbish and discards are placed in proper disposal containers;
 6. Forwarding address is left with CDTHA;
 7. The deposit or remainder thereof, if any, after any required cleaning and repair, will be refunded within ninety (90) days by check made payable to each person signing the Use & Occupancy Agreement **as the lessee(s)**, and mailed to the forwarding address.
- C. When an option to purchase is exercised, the deposit will be applied to the purchase price.

SECTION 14: CLIENT ACTION PLAN & HOUSING COUNSELING

- A. Completion of Required Actions: All tenants and each occupant of the premises will complete all "Required Actions" as described in the Client Action Plan (CAP), which shall become a part of the Use & Occupancy Agreement. The tenants must agree that all actions will be completed in a period of time stated in the Client Action Plan.

- B. Condition of Participation: As a condition of participation in the CDTHA housing programs, the tenant will attend and satisfactorily complete Housing Counseling and Education provided by the CDTHA in accordance with the CDTHA Housing Counseling Policy.
- C. One-on-One Housing Counseling: If CDTHA deems it advisable or necessary, the tenant will attend as many one-on-one Housing Counseling sessions as needed to meet the requirements with respect to property maintenance, financial management, compliance with the Client Action Plan, and such other matters as may be appropriate.
- D. Failure to Comply with the Housing Counseling requirements or the Client Action Plan is a matter of non-compliance which will result in termination of participation in the CDTHA Programs.

SECTION 15: INSPECTION

- A. Right of Inspection: CDTHA has the right to inspect any of its units at any time without notice. Generally, CDTHA may attempt to provide reasonable prior notice to enter the premises for the purposes of inspecting the premises and all buildings and improvements thereon to verify that the tenant is in compliance with his lease/use and occupancy agreement, program requirements, and to provide counseling.
- B. Purpose: CDTHA shall have the right to enter the tenant's premise without prior notice at any time during the term of tenancy to **verify that the maintenance and housekeeping of the home is consistent with, but not limited to, the standards identified in SECTION 21 of this policy or that the tenant is in compliance with program requirements AND THE PROVISIONS OF THIS POLICY.** CDTHA will conduct unscheduled inspections with a member of the CDTHA staff and at least one other CDTHA staff or other agent of its choosing. CDTHA will promptly provide a follow-up notification to the tenant in writing of the date, time and findings of such entry and any corrective action plan.
- C. Frequency: Inspections will be conducted ***at least*** annually to ensure that the tenant is meeting his responsibility for providing routine and non-routine maintenance.

1. New Tenants

- a. Schedule monthly inspections for at least the next three months and mandatory attendance at the maintenance counseling class.
- b. Upon a satisfactory determination that the tenant is meeting his maintenance obligations, schedule inspections every 3 months.
- c. Upon a satisfactory determination that the tenant is meeting his maintenance obligations, schedule inspections every 6 months.
- d. Upon a satisfactory determination that the tenant is meeting his maintenance obligations, schedule inspections every year.

2. Existing Tenants

- a. Schedule a regular inspection at least annually. Upon a satisfactory determination that the tenant is meeting his maintenance obligations and is in compliance with the terms of the lease, schedule the next inspection for next year.
- b. Upon a dissatisfactory determination, apply appropriate level of scheduled inspections to ensure that corrected action has been taken. Depending on the severity, the CDTHA will prescribe a schedule accordingly.
- c. Upon a serious finding of non-compliance, terminate or follow procedure for new tenants.

D. Corrective Action: Non-compliance issues may warrant immediate termination of assistance and a notice to vacate. Any item that is found to be missing or in need of repair, whether intentional or unintentional, is to be repaired or replaced at the tenant's expense. The following procedures will be followed for correcting housekeeping or tenant damage issues:

- 1. A letter will be sent to the tenant indicating the corrective action the resident needs to make within a set time frame. The tenant will also be notified that the CDTHA will make the repair and charge the resident directly.
- 2. The CDTHA reinspects and verifies that repair has been made and no further action may be necessary. If the resident fails to make the repair, then the CDTHA will proceed to the next step.
- 3. A work order is issued and the CDTHA proceeds to make arrangements for the repairs to be made with labor and materials charged to the resident. Inspections of the unit are then scheduled in accordance with the need as determined by the CDTHA.

E. Non-compliance: Participant's refusal to allow CDTHA to enter the premises and all buildings as described in the CDTHA policies is serious violation of the CDTHA Housing Programs and action to terminate program participation will be initiated by the appropriate staff.

SECTION 16: UTILITIES

- A. Tenant Responsibility:** The tenant shall be responsible for arranging and paying for all utility services required on the premises, including water, sewer, solid waste assessment, and gas and electric charges. Promptly upon execution of the Use & Occupancy Agreement, the tenant shall furnish to the CDTHA evidence that all arrangements with the proper utility companies for commencing services in the tenant's name have been completed.
- B. Non-compliance:** Failure on the part of the tenant to provide all necessary utility services, including payment for utilities or deposits for utility services, during any part of the term of this Use & Occupancy Agreement is grounds for immediate termination of the Use & Occupancy Agreement. Tenants will have three (3) business days to provide evidence to the CDTHA that any or all of the services have been fully restored. Failure to comply will initiate a notice to vacate.

SECTION 17: MOVE-IN PROCESS

- A. Move-In Inspection: A Move-In Inspection will be conducted on the date of admission into the Program by a Housing Counselor and the tenant to verify the unit is in standard condition, is ready for occupancy, and to note any needed repairs or deficiencies. The Move-In Inspection provides the information that is used to compare to the information gathered during the Move-Out Inspection process. A comparison of both inspection forms provide the basis for determining whether or not the unit is in the same condition as it was when it was first rented.
- B. Documentation Requirements: A CDTHA Move-In Inspection Form must be used to document the move-in process. The tenant must sign and date the Move-In Inspection Form to verify the tenant's acceptance of occupancy and the condition of the premises. The Housing Counselor must also sign the Move-In Inspection form. Minor deficiencies that are readily repairable must be noted and a work order issued to make the repairs at the CDTHA expense. Any major deficiency must be corrected before occupancy can be permitted.
- C. Punch List Items: Minor deficiencies that are readily repairable must be noted and a work order issued to make the repairs. The tenant is not responsible for any charges related to the repair of noted punch list items. Any major deficiency must be corrected before occupancy can be permitted.
- D. Warranty Period: The CDTHA has a one-year warranty period for items which have been replaced or repaired by the CDTHA maintenance staff. The one-year warranty period commences on the date of acceptance of the repair work. Tenants occupying rental units are not responsible for the costs associated with repairing warranty items, unless the need for the repair is a result of tenant damage. Tenant responsibility for maintenance in homeownership opportunity programs can be found in the specific program policy or in the applicable agreement.
- E. Warranty Information: Copies of suppliers' names and addresses and other relevant information for which there are warranty certificates (i.e., warranty certificates cover specific time periods or specific parts of an item) are to be provided to the tenants of homeownership opportunity programs. The CDTHA maintenance staff is to maintain this information in the unit file for all tenants until a tenant terminates or purchases the unit.

SECTION 18: MOVE-OUT PROCESS

- A. Move-Out Inspection: A Move-Out Inspection will be conducted within 24 hours of obtaining legal possession of the unit. The Move-Out Inspection provides the information that is used to compare to the information gathered during the Move-In Inspection process. A comparison of both inspection forms provide the basis for determining whether or not the unit is in the same condition as it was when it was first rented except for normal wear and tear.

- B. Documentation Requirements:** A CDTHA Move-Out Checklist and an Inspection Form must be used to document the move-out process. The tenant must sign and date the Move-Out Inspection Form to verify any tenant damage, document any needed routine repairs, etc. The Housing staff must also sign the Move-Out Inspection form. Any deficiencies are noted, an estimate of all costs, and a work order issued to make the repairs.
- C. Punch List Items:** Minor deficiencies that are readily repairable must be noted and a work order issued to make the repairs. The tenant is not responsible for any charges related to the repair of noted punch list items. Any major deficiency must be corrected before occupancy can be permitted.
- D.** Executive Director shall prepare and implement procedures to ensure a smooth transition from the move-out process to the move-in process. Below is an outline of essential procedures which may be amended by the Executive Director as needed.
1. Move out checklist prepared and distributed.
 2. Work Order prepared.
 3. Move out inspection completed within 24
 4. Maintenance Department changes locks.
 5. Cost estimate prepared
 6. Cost estimate reviewed and approved.
 7. Order appraisal if applicable.
 8. Schedule.
 9. Inspect and prepare punch list.
 10. Conduct final inspection.
 11. Complete processing and forward applicable information to appropriate departments/staff and document approvals.
 12. Process for billing.

SECTION 19: OCCUPANCY

- A.** Only the persons listed on the Use & Occupancy Agreement will be permitted to occupy the unit. The CDTHA must be immediately notified if changes to the household occur. Occupancy by any persons is subject to the eligibility requirements of the relevant CDTHA Program. Eligibility must be certified prior to any additional persons taking occupancy.

- B. Exclusive Use:** The premises are intended for the exclusive use and occupancy of those on the Admissions and Occupancy Agreement. Guests or visitors of the tenant may be accommodated no longer than a period of two (2) weeks. “Guest” means a person in the unit with the consent of the tenant. If any visit will extend beyond two (2) weeks, the tenant must notify the CDTHA, stating the reasons for the extended visit and the duration of the visit. Based on the circumstances, the CDTHA will determine if there is an occupancy change warranting an application and an interim recertification.
- C. Occupancy Standards:** In order to prevent overcrowded conditions and wasted space, homes shall be assigned in accordance with the following schedule. The CDTHA may make exceptions due to unusual circumstances which will be assessed on a case by case basis. Factors to be considered include age and sex of children, potential changes in family composition, availability of unit sizes, etc.

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

- D.** Dwellings will be assigned so as not to require use of the living room for sleeping purposes.
- E.** Every family member regardless of age is to be counted as a person. An unborn child will be counted as a person.
- F. Use of the Home**
1. The tenant and the CDTHA are jointly responsible to the Tribe and future generations for ensuring that homes are used properly and are well maintained.
 2. It is the responsibility of each tenant to take pride in their home by keeping it and the grounds in a decent, safe and sanitary condition at all times.
 3. Tenant is responsible for all home repairs and is expected to perform necessary maintenance in a timely manner.
 4. Instances of serious abuse or misuse of a home by a tenant, or failure by the tenant to provide basic routine or non-routine maintenance are causes for termination from the housing program.
 5. A condition for selection is that the family agrees to use the home as their principal residence during the term of the Admissions and Occupancy Agreement or for at least nine months of the year.
- G. Home Business Use:** A tenant must request prior written approval from the Executive Director to operate a small home business in their unit. The request is subject to the conditions specified in the CDTHA Home Business Use Policy.

SECTION 20: MAINTENANCE AND REPAIR

- A. **Responsibility**: Specific responsibility and procedures for maintenance and repair depends on the specific housing assistance requirements outlined by the specific program policy and/or the applicable use and occupancy agreement. General responsibilities are described according to two categories of assistance:
- B. **Homebuyer Responsibility**: Participants in homeownership opportunity programs (i.e., lease with option to purchase, Mutual Help, etc.) shall be responsible for the routine and non-routine care and maintenance of the home, including all repairs and replacements (including repairs and replacements necessitated by damage from any cause) and code changes. The CDTHA shall not be obligated to pay for or to provide any maintenance of the home other than the correction of warranty items reported during the applicable warranty period, which is one year from move-in. Warranty obligations not met by the manufacture will be made by the CDTHA and added to the Total Development Cost, which will increase the amortization schedule, unless funding from non-NAHASDA funds are secured by the CDTHA.
1. Any unallowable items left out may be removed by CDTHA at the resident's expense after complying with any notice requirements.
- C. **Renter Responsibility**: The CDTHA is responsible for providing maintenance for all rental units resulting from normal wear and tear. Renters are responsible for any tenant damage, including damage resulting from failure to report maintenance problems or from poor housekeeping practices.
- D. **Notification**: Tenants shall notify the CDTHA promptly of all known need for repairs and of any known unsafe conditions on the premises or grounds, which may either lead to damage or injury. The CDTHA staff can assist the tenant through inspection and counseling. Any non-covered repairs made by the CDTHA are to be charged directly to the tenant as additional rent.
- E. Failure of the tenant to perform his maintenance obligations constitutes a breach of this policy and is grounds for termination of program assistance. Upon a determination by the CDTHA that a breach has occurred, the CDTHA shall require the tenant to agree to a specific plan of action to cure the breach and to assure future compliance. The plan shall provide for maintenance work to be done within a reasonable time by the tenant in a good workmanlike manner in accordance with the Uniform Building Code or the International Building Code as determined by the CDTHA. If the tenant fails to carry out the plan, the CDTHA shall have the work done and charge the cost to the tenant thereof. Such charges will be billed by the CDTHA to the tenant as additional rent.
- F. If the condition of the property creates a threat to the life, health or safety of the occupants or a situation which will lead to damage of the unit, and the tenant fails to correct the deficiency in an expeditious manner or in a time period specified by the CDTHA, the CDTHA shall have the work done, and charge the cost thereof to the tenant as additional rent.

- G. Work Order: Any work performed by the CDTHA shall be documented by a work order or equivalent process stating the nature of and the charge, if any, for the work.
- H. Charges: The tenant will be charged for any non-covered work performed by the CDTHA.

SECTION 21: HOUSKEEPING STANDARDS

In an effort to improve the livability and conditions of the units owned and managed by the CDTHA, uniform standards for resident housekeeping have been developed for all resident families.

- A. CDTHA Responsibility: The standards that follow will be applied fairly and uniformly to all tenants. The CDTHA will inspect each unit at least annually, to determine compliance with the standards. Upon completion of an inspection, the CDTHA will notify the tenant in writing if he/she fails to comply with the standards. The CDTHA will advise the tenant of the specific correction(s) that the tenant will be required to perform to establish compliance, and indicate whether or not mandatory counseling is required. Within a reasonable period of time, the CDTHA will schedule a second inspection. Failure to comply with (3) three requests for unit inspection within 30 days will constitute a violation of the Policy terms and is grounds for termination of the Use & Occupancy Agreement and may result in eviction. Training will be available at no cost to the tenant requesting or needing assistance in complying with the Housekeeping Standards.
- B. Participant Responsibility: The tenant is required to abide by the standards set forth below. Failure to abide by the Housekeeping Standards is a violation that can result in eviction when it is chronic or results in any of the following:
1. the creation or maintenance of a threat to health or safety,
 2. the potential for damage to the premises is a violation of the Use & Occupancy Agreement terms and can result in eviction.

C. Housekeeping Standards: Inside the Unit

General---

- Walls should be clean, free of dirt, grease, holes, cobwebs and fingerprints.
- Floors should be clean, clear, dry and free of hazards
- Ceiling should be clean and free of cobwebs
- Windows should be clean and not nailed shut with shades or blinds intact.
- Woodwork should be clean, free of dust, gouges, or scratches.
- Doors should be clean, free of grease and fingerprints, with functional locks.
- Heating units should be dusted and access uncluttered.
- Trash shall be disposed of properly and not left in the unit.

- Entire unit should be free of rodent or insect infestation.

Kitchen---

- Stove should be clean and free of food and grease.
- Refrigerator should be clean. Freezer door should close properly and gaskets should be clean.
- Cabinets should be clean and neat. Cabinet surfaces and counter tops should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs.
- Exhaust fan filters should be free of grease and dust.
- Sink should be clean, free of grease and garbage. Dirty dishes should be washed and not stored in the sink.
- Food storage areas should be neat and clean without spilled food.
- Trash/garbage should be stored in a covered container until removed to the disposal area.

Bathroom---

- Toilet and tank should be clean and odor free. Condensation should be wiped regularly.
- Tub and shower should be clean and free of mold and mildew. Where applicable, shower curtains should be in place, and of adequate length to prevent spillage.
- Sink should be clean.
- Vanities should be kept clean and free of water leakage.
- Exhaust fan should be free of dust.
- Floor should be clean and dry.

Storage Areas---

- Linen closet should be clean.
- Other closets should be clean.
- No highly flammable materials should be stored in the unit.

- Other storage areas should be clean and free of hazards.

D. Housekeeping Standards: Outside the Unit

- Yards are to be free of debris, trash, and inoperable vehicle and vehicle parts.
- Exterior walls should be free of graffiti.
- Porches (front and rear) should be clean and free of hazards. No items are to be stored on the porch. Outdoor porch furnishings shall not impede access to the unit.
- Steps (front and rear) should be clean and free of hazards.
- Sidewalks should be clean and free of hazards.
- Storm doors should be clean, with glass or screens intact.
- Hallways should be clean and free of hazards
- Yards are to be maintained at the tenant's expense.
- Laundry areas should be clean and neat. Lint should be removed from dryers after use.
- Utility room should be free of debris, motor vehicle parts, and flammable materials.
- Garbage cans, gardening tools, equipment, bicycles and other personal belongings must be stored in the Resident's carport, garage, or storage shed.
- Furniture left outside a home shall be limited to outdoor or patio furniture. No household appliance or upholstered furniture can be placed outside of the home. Storage of any type beneath the home, including any material of an illegal or explosive nature, is prohibited.
- Dead animals or dead animal parts are not to be stored outside the premises.

SECTION 22: RESIDENTIAL RULES AND RESTRICTIONS

A. Parking Vehicles

1. No vehicle or equipment over 10,000 pounds gross vehicle weight is allowed to be parked on the street other than for service to the Resident. Inoperable vehicles or vehicle parts may not be stored or left on driveway's homesite, or anywhere in a

CDTHA subdivision. Inoperable vehicles will be impounded or towed after issuance of a 14-day written notice. The expense of such removal shall be assessed against the Resident. Resident parking is restricted to the Resident's driveway, carport, or garage.

2. Vehicles may not be parked on the street or parked in such a way as to extend into the street. Vehicles may not be parked in yards or on the lawns of common areas. Guests may park their vehicles in a Resident's driveway, carport, or garage or other designated parking areas when visiting a Resident but must ensure that they are parked in a location so as not to block any neighbor's access, or restrict traffic flow within the subdivision.
3. Three wheelers, all terrain vehicles, dirt bikes or the like are not allowed to operate in the subdivisions.

B. Pets

1. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any homesite.
2. Common household pets require the written consent of the CDTHA and a nonrefundable pet deposit in an amount determined by the CDTHA. The CDTHA may remove (or request that animal control officials remove) any pet, which in the sole discretion of the Housing Authority, endangers safety or health, makes objectionable noise, constitutes a nuisance or inconvenience to the other Residents, or is neglected.
3. No pets shall be kept, bred or maintained for any commercial purpose.
4. Dogs that are household pets shall at all times whenever they are outside a Residence be on a leash or otherwise confined in an acceptable manner. All pets shall be registered, licensed and inoculated as required by law.

C. Landscaping

1. Residents are responsible for keeping all landscaping mowed, trimmed, watered, and due to fire hazard, weeded and well maintained within their leased premises. If landscaping is not properly maintained and has reached 6 inches, the CDTHA or the Tribe reserves the right to perform whatever landscape maintenance may be required and charge the Resident. Prior notice is not required.
2. Each Resident shall install a sufficient amount of landscaping to prevent erosion and run off onto neighboring homesites, as well as to provide a pleasant environment.
3. The installation of fencing is subject to approval by the CDTHA. A request with sufficient information must be made to the CDTHA before a decision can be made by the CDTHA. Fencing is not permitted between the street and the front of the home if it blocks visibility for auto traffic. All homes will be fenced in a similar design upon CDTHA approval.

4. Barbed wire, electrical fencing or any type that could be hazardous is prohibited.
5. The CDTHA is responsible for landscaping of common areas.

D. Utilities

1. Payment for electrical, telephone, cable TV, natural gas, propane and kerosene is the responsibility of each Resident. However, a utility deduction will be provided at the discretion of the CDTHA which will be deducted from the gross annual income.
2. Garbage, water and sewer will be paid by the Resident including any deposits.
3. Each Resident is required to provide their garbage cans. These cans are to be in a form acceptable to the local trash collection agency. If the Resident fails to remove trash on a regular basis, arrangements will be made to have the trash picked up at the Resident's expense.
4. Each RESIDENT shall be responsible for ensuring that there be no obstructions to access to any water meter, water shut off valve, sewer clean-out, electrical/telephone/cable TV pedestal which may be located on the leased premises.

E. Preserve Land Corners

1. The CDTHA has expended funds to place pins marking the corners of the lots. Land corners are to be preserved and maintained by the resident of the leased premises.
2. Disturbance of land corners is subject to prosecution and penalties.

SECTION 23: ALTERATIONS AND IMPROVEMENTS

- A. The tenant shall make no alterations to the buildings on the premises, or construct any building or make other improvements on the premises, including painting of the interior or exterior, without the prior, express and written consent of the CDTHA.
- B. All approved alterations, changes, and improvements built, constructed or placed on the premises by the tenant, with the exception of fixtures removable without damage to the premises, and removable personal property, shall, unless otherwise provided by written agreement between CDTHA and the tenant, be the property of the CDTHA and remain on the premises at the expiration or earlier termination of the program agreement.

SECTION 24: ASSIGNMENT AND SUBLETTING

Subletting and assignment of the home are not permitted.

SECTION 25: TRANSFERS

Transfers will not be permitted.

SECTION 26: CDTHA POLICIES

Tenants are subject to the policies of the CDTHA as they now exist or as they may hereafter be revised by the CDTHA. The CDTHA Client Action Plan, the CDTHA Housing Counseling Policy, the CDTHA Collection & Eviction Policy, the CDTHA Non-Low Income Assistance Policy, and the CDTHA Maintenance Policy which are attached hereto, or as they may hereafter be amended, are by this reference made a part hereof. Violation of the same is grounds for termination of the applicable lease or agreement.

SECTION 27: RISK OF LOSS/INSURANCE

Responsibility for the provision of fire and other peril insurance on the premises is as follows:

- A. CDTHA shall provide fire and other peril insurance on the premises during the rental phase of specific homeownership opportunity programs. In the event of any loss, the tenant shall pay the insurance deductible. The CDTHA shall not be responsible for the loss of any of the tenant's personal property by fire, theft, or any other reason.
- B. It shall be the sole responsibility of the tenant during the rental phase to obtain fire and other peril insurance covering their personal property.
- C. Staff responsibility for educating tenants about Hazard Insurance will include discussions during housing counseling meetings or classes as well as a Written Requirements Letter provided to the tenant detailing their responsibilities.
- D. Evidence of the tenant's understanding of the requirements for insurance shall be documented by a statement signed by the tenant attesting to the receipt of information from the CDTHA staff regarding insurance requirements.

SECTION 28: FIRE

In the event the leased premises shall become untenable by reason of fire or other casualty, participation under the applicable lease or agreement shall terminate and each party shall be relieved of all future liabilities hereunder.

SECTION 29: PERSONAL PROPERTY

Any appliances provided with the unit will remain the property of the CDTHA until and unless homeownership is achieved in a homeownership opportunity program.

SECTION 30: ABANDONMENT OF PERSONAL PROPERTY

Upon termination of a rental lease or use & occupancy agreement, the CDTHA may dispose of any item of personal property abandoned by the tenant in any manner deemed suitable by the CDTHA. Proceeds, if any, after such disposition, may be applied to the payment of amounts owed by the tenant to CDTHA.

SECTION 31: ABANDONMENT

- A.** If at any time during the term of the lease or use & occupancy agreement, the tenant abandons the premises or any part of the premises, CDTHA may, at its option, enter the premises by any means without being liable for any prosecution for such entering, and without becoming liable to the tenant for damages or for any payment of any kind whatever, and may, at CDTHA's discretion, as agent for the tenant, relet the premises, or any part of the premises, for the whole or any part of the unexpired term, and may receive and collect all rent payable by virtue of such reletting, and at CDTHA's option, hold the tenant liable for any difference between the rent that would have been payable under the applicable lease or agreement during the balance of the unexpired term, if the applicable lease or agreement had continued in force, and the net rent for such period realized by CDTHA by means of such reletting; or terminate the lease or agreement by sending Notice of Termination to the tenant as required by the lease or Use & Occupancy Agreement.

- B.** If CDTHA's right of re-entry is exercised following abandonment of the premises by the tenant, then CDTHA may consider any personal property belonging to the tenant and left on the premises to also have been abandoned, in which case CDTHA may dispose of all such personal property in any manner CDTHA shall deem proper and is hereby relieved of all liability for doing so.

SECTION 32: SUCCESSION

- A.** Applicability of Succession Policy: The Succession Policy only applies to those participating in a qualifying lease with an option to purchase program, and does not apply to those participating in a low-rent type program. The HUD 4350.3 Rev. 1 SECTION regarding remaining family members in a rental situation will apply.

- B.** Beneficiary: A beneficiary is only applicable when the tenant in a lease purchase program designates a qualifying beneficiary in writing with the CDTHA, is current in meeting all his obligations, and has lived in the home for at least two (2) years. The only circumstance upon which a beneficiary is considered is upon the death of the tenant.

- C. Death of Participant: Upon the death of the eligible tenant the tenant's interest in the Use & Occupancy Agreement may be inherited, pursuant to the Beneficiary Agreement, by the beneficiary of the tenant. Only a beneficiary who is eligible under the laws and customs of the Coeur d' Alene Tribe to enter into a lease purchase agreement shall be eligible to assume the tenant's interest in and obligations under the program.
- D. Beneficiary-Lease Purchase: The CDTHA shall not be responsible for determining or designating who the beneficiary of the tenant may be. The tenant must designate in writing a beneficiary who is a qualifying adult who is:
 - 1. Eligible and willing to assume all the obligations of the Use & Occupancy Agreement and exercise the option to purchase in the allowable time frame.
 - 2. Is not an existing homeowner or a tenant in a CDTHA program.
 - 3. Willing to pay all debt associated with the Use & Occupancy Agreement property.
- E. No Designated Beneficiary-Lease Purchase: When the tenant has died and there is no designated beneficiary and there are no heads of households remaining, the CDTHA shall consider the Lease Purchase Agreement as having been terminated by the tenant and will select another tenant from the waiting list.
- F. Remaining Family: Any person claiming to be an heir of the tenant who seeks to remove personal property from the deceased's home must present a court order authorizing the person to enter and remove personal property from the premises.

SECTION 33: TERMINATION

- A. In the event of the default of any material provision of this Policy and the applicable lease/agreement by the tenant (and each covenant, provision, term and condition herein is considered a material provision and a consideration for the execution of a lease agreement or Use & Occupancy Agreement, and time is of the essence of each and every of the foregoing), the lease/agreement and any exclusive option, shall terminate, at the option of the CDTHA, and be forfeited and CDTHA shall be entitled to possession of the premises. **The tenant shall be given thirty (30) days notice of any default or breach, and shall have thirty (30) days from service of said notice within which to cure or correct said breach or vacate as determined by the CDTHA, except for a breach as described in SECTION 33, B.**
- B. **In the following circumstances, the CDTHA Executive Director may implement immediate eviction proceedings under Coeur d'Alene Tribal Code, Eviction Procedures, without any notice required:**
 - 1. **There is clear and evident danger to the surrounding community.**
 - 2. **There is a life-threatening situation to the surrounding community.**

- 3. The breach is related to drug activity as prohibited by the CDTHA lease agreements, CDTHA drug policy, and the Coeur d'Alene Tribal Code.**
 - 4. The breach violates Tribal Policy regarding the use of illegal substances.**
- C. With respect to Notices issued pursuant to SECTION 32, A, the tenant is entitled prior to any court hearing or trial to examine any relevant documents, records, or regulations directly related to the termination or eviction.
 - D. Grounds for termination include any violation of applicable CDTHA policies, CDA code, unlawful conduct, etc.
 - E. **Eviction due to repeat vandalism will include a ban on leasing or buying Tribal housing. Ban duration will be 6 months, 1 year, 2 years, 4 years, and perpetual for successive evictions.**
 - F. Eviction due to alcohol inebriation or the selling or distribution to a minor are ineligible for admission to any CDTHA program for a 1-year period beginning on the date of such eviction or termination. Ban duration will be 1 year, 2 years, 4 years, and perpetual for successive evictions.
 - G. Evictions due to delinquency and bad debt will include a ban on leasing or buying Tribal housing. Ban duration will be until account balance has been repaid in full.
 - H. For any tenant with a total housing debt of 6 times their monthly rent or greater, or \$1,000 or greater, any per capita payment by the Tribe can be garnished 50% until the debt is cleared.

SECTION 34: NOTICES

Any notices or demand to be given, served, or made shall be validly and sufficiently given, served, or made, if from the CDTHA to the tenant, if the same is deposited in the United States mail, by certified mail, return receipt, postage prepaid, addressed to the tenant at address of the leased premises; and, if from the tenant to the CDTHA, if the same is deposited in the United States Mail, by certified mail, return receipt, postage prepaid, addressed to the CDTHA at: 1005 8th Street, P. O. Box 267, Plummer, Idaho 83851. The service of such notice shall be deemed complete by the said deposit thereof in the United States Mail as aforesaid. Either party may, by notice to the other in writing, designate a different place to which notices shall be sent.

SECTION 35: WAIVERS

- A. No waiver by the CDTHA of any term, covenant, or condition of these policies shall be construed as a continuing waiver thereof, nor a waiver of any other term, covenant, or condition of this policy. Each and every default on the part of the tenant shall be considered a separate and a new breach of the policy, irrespective of whether or not other defaults exist at that time.

- B. The Executive Director will have the authority to waive this policy as it relates to income eligibility and collections.

SECTION 36: MODIFICATION

Modification of the Admissions & Occupancy Policy is subject to approval by the Board. Matters incorporated in the Policy by reference shall be publicly posted in a conspicuous manner in the CDTHA's office and a copy shall be furnished to the tenant on request. If such schedules, rules and regulations are modified, the CDTHA shall give at least 30-days written notice to each affected tenant through a mass mailing setting forth the proposed modification, the reasons therefore, and provide the tenant an opportunity to present written comments which shall be considered by the CDTHA prior to the effective date of the proposed modification.

SECTION 37: NUMBER AND GENDER

Whenever used throughout this policy, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

ATTACHMENTS

Sample Scoring Sheets

SELECTION CRITERIA SCORE SHEET

Rental Application

NAME:

Date of Application:

Local Area:

Enrolled Coeur d' Alene Family living on the CDA reservation.

Priority 1 _____

1. Head of Household (Select 1)

- a. Enrolled Coeur d' Alene 25 pts _____
- b. Coeur d'Alene descendant 20 pts _____
- c. Enrolled in Other Federally Recognized Tribe 10 pts _____

2. Child/children (Select 1)

- a. Enrolled Coeur d' Alene 15 pts _____
- b. Coeur d'Alene descendant 10 pts _____
- c. Enrolled in Other Federally Recognized Tribe 5 pts _____

TOTAL FAMILY POINTS _____

TOTAL ANNUAL INCOME \$ _____

SELECTION CRITERIA SCORE SHEET

SHP Application

NAME:

Date of Application:

Local Area:

Enrolled Coeur d’ Alene Family living on the CDA reservation.

15 pts _____

1. Head of Household (Select 1)

a. Enrolled Coeur d’ Alene **15 pts** _____

b. Enrolled in Other Federally Recognized Tribe **6 pts** _____

2. Spouse (Select 1)

a. Enrolled Coeur d’ Alene **10 pts** _____

b. Enrolled in Other Federally Recognized Tribe **5 pts** _____

3. Child/children (Select 1)

a. Enrolled Coeur d’ Alene **12 pts** _____

b. Enrolled in Other Federally Recognized Tribe **5 pts** _____

4. Income Limits

a. Meets minimum Income guidelines **5 pts** _____

b. Exceeds maximum Income guidelines **-5 pts** _____

c. First Time Homebuyer in the SHP Program **10 pts** _____

TOTAL FAMILY POINTS _____

TOTAL ANNUAL INCOME **\$** _____

Sample Applicant Scoring Sheet
for
Low-rent Placement on Waiting List

Name:	Date:
Income:	Bed Size:
Proposed Pmt:	

1.	Income Category (circle)	30%	40%	50%	60%	Over
2.	Landlord Reference indicates the following (check all that apply):					
9	Excellent Landlord Reference					-10 Points
9	No Landlord Reference Available					30 Points
9	History of Poor Housekeeping					10 Points
9	History of Tenant damage					10 Points
9	History of Late payments.					10 Points
9	Outstanding Balance					10 Points
	History of Neighbor Disturbances					10 Points
9	Landlord states they would not rent to them in the future					15 Points
Total Points for SECTION:						
INCOME CATEGORY						
9	current employment > 24 months					-5 Points
9	current employment > 12 months					0 Points
9	current employment < 12 months					10 Points
9	current employment < 6 months					20 Points
9	> 15% increase in rental payment					15 Points
9	Proposed rent ratio > or < 20% but <30%					-5 Points
9	Proposed rent ratio >30%<40%					0 Points
9	Proposed rent ratio >40%<50%					15 Points
9	Proposed rental ratio >50%					30 Points
Total Points for SECTION:						
CREDIT (Check just one)						
9	12 Month History of All Accounts Paid as Agreed					-5 Points
9	All Accounts Current but history of slow pays					5 Points
9	No Credit History					0 Points
9	History of Slow Pays and currently late on one or more accounts					10 Points
9	1-3 Collection Accounts (do not count medical), no public records					10 Points
9	> 4 Collection Accounts (do not count medical), no public records					15 Points
9	Public records, History of Collections, Charge off accounts, Judgments, Liens, Repos					25 Points
Total Points for SECTION:						
CRIMINAL BACKGROUND						
9	Client references no criminal background					0 Points
9	Minor non violent criminal background reported					5 Points
9	Violent Offence Reported					25 Points
9	Non violent Felony reported					10 Points
9	Violent endangering Felony Reported					50 Points
Total Points for SECTION:						
Total Points:						

INTAKE

ATTACHMENTS

CLIENT ACTION PLAN