

**SELECTION, ADMISSION AND CONTINUED OCCUPANCY POLICY**  
For The  
HOMEOWNERSHIP PROGRAM & RENTAL HOUSING PROGRAM

SILETZ TRIBAL HOUSING DEPARTMENT

I. PROGRAMS OVERVIEW

The goal of the Siletz Tribal Housing Department is to provide affordable housing to qualified low-income families in a safe and healthy environment. Towards that end this policy outlines eligibility, the application process, criteria for admission, criteria for ineligible applicants, the waiting list, and assignment to units managed by the Siletz Tribal Housing Department.

\*\*\*

The Siletz Tribal Housing Department (STHD) will be operated in accordance with the Indian Civil Rights Act, NAHASDA, HUD and Tribal regulations.

**1. Homeownership Program**

The Housing Department currently offers the Home Ownership Opportunity Program "HOOP" under a lease/purchase program. This is a lease-to-own-program whereby low-income Indian families who qualify may be eligible to own a home subject to the lease/purchase agreement. To be eligible for the HOOP, the family must qualify as low income pursuant to 25 USC 4101, Eligibility, **AND** family income must be at least \$20,000 anticipated annual income. After selection for the program, homebuyers must meet financial and maintenance obligations under the lease. Homebuyers who do not meet their lease obligations may be transferred to a Low Rent unit or their lease may be terminated. In no event shall the required monthly payment be more than the maximum payment as determined by STHD for each project to cover the administration charge and monthly debt service amount.

The minimum homebuyer monthly payment will be \$125.00 to cover operating expenses of STHD. Homebuyer payments, including any administrative fee, will not exceed 30% of a family's adjusted annual income.

**2. Rental Housing Program (LR)**

The intent of this program is to provide rental housing to low-income Indian families. Rent payments will be 15% of a low income family's annual adjusted income. All households will pay a security deposit prior to occupancy as follows:

<b>Bedroom Size</b>	<b>Security Deposit</b>
<b>1</b>	<b>100.00</b>
<b>2</b>	<b>200.00</b>
<b>3</b>	<b>300.00</b>
<b>4</b>	<b>400.00</b>

## **Serving Non-Low and Over-Income Families**

A family who is purchasing a house under a lease purchase agreement and who was low income at the time the lease was signed continues to be eligible to participate in the homeownership program without further conditions.

A non-low income family may not enter into a rental program. However, a non-low income family may continue to reside in a rental unit if at entrance into the rental program, the family met the low-income requirement.

## **II. DEFINITIONS**

### **1. Annual Income:**

“Annual Income” is used to determine eligibility for the program.

Annual income has one of the following meanings:

- A. “Annual Income” as defined for HUD’s Section 8 programs in 24 CFR part 5, subpart F (except when determining the income of a homebuyer for an owner-occupied rehabilitation project, the value of the homeowner’s principal residence may be excluded from the calculation of Net Family assets); or
- B. Adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) form 1040 series for individual Federal annual income tax purposes.

### **The following is not counted as income for eligibility:**

1. Gifts
2. Lump-sum inheritances
3. Veterans Benefits received by a family for service-related disability pursuant to Paragraph (9) of Section 4 of the Native American Housing Assistance and Self-Determination Act of 1996 (25 USC 4103(9)).

## 2. Adjusted Income:

“Adjusted Income” is used to determine monthly payments that STHD will charge.

For purposes of computing rents or homebuyer payments, “adjusted income” means annual income remaining after excluding the following:

- A. \$480.00 for each family member, other than the head or spouse, who is under age eighteen (18), disabled, handicapped, or a full-time student, (except foster children;
- B. Amount paid directly by the family for child care for family members under age twelve (12) which is necessary for employment or education;
- C. Excessive travel expenses for employment or education, not to exceed twenty-five dollars (\$25.00) per family per week; Excessive travel shall be considered more than thirty (30) miles between the family's home and place of work or education and will be allowed only if the person is using their own vehicle;
- D. The amount of social security tax that is deducted from the wages of any member of the tenant's or homebuyer's household, who is 18 or over and whose wages are being counted in determining the amount of rent or house payment;
- E. \$400.00 for an elderly or disabled family, where the head or spouse is either sixty-two (62) years of age or older, disabled, or handicapped;
- F. The amount by which three percent of the annual income of the family is exceeded by the aggregate of:
- G. Medical expenses, in the case of an elderly or disabled family; and
- H. Reasonable attendant care and auxiliary apparatus expenses for each family member who is a person with disabilities, to the extent necessary to enable any member of the family (including a member who is a person with disabilities) to be employed.
- I. The amount of any earned income of any member of the family who is less than 18 years of age; or

- J. The amount of child support directly paid by the family for children residing outside the household as confirmed through third-party verification.

### **3. Drug Related Criminal Activity:**

The term "drug related criminal activity" means the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug as defined in 24 CFR §5.100.

### **4. Elderly Family and Near Elderly Family:**

The term Elderly Family means a family whose head of household is an enrolled member of the Confederated Tribes of Siletz Indians and is at least 62 years of age.

The term Near-Elderly Family means a family whose head of household is an enrolled member of the Confederated Tribes of Siletz Indians and is at least 55 years of age.

### **5. Family:**

The term "family" includes a family with or without children, an elderly family, a near elderly family, a disabled family, and a single person.

### **6. Immediate Family:**

For purposes of this policy, immediate family includes father, mother, son, daughter, husband, wife, brother, sister, or any other person living in the household.

### **7. Tribal Member:**

An enrolled member of the Confederated Tribes of Siletz Indians.

### **8. Dependent Children:**

Minor or dependent children who are enrolled Siletz Tribal members.

### **9. Other-Tribal Member:**

At least one (1) member of applicant household is an enrolled member of another federally recognized tribe as defined in Title II of the NAHASDA.

#### **10. Non-Tribal Member:**

Applicants not enrolled in a federally recognized tribe.

#### **11. Low Income Family:**

“Low income family” means a family whose “Annual Income” (as defined above) does not exceed 80 percent of the median income as determined by the Secretary.

### **III. APPLICATIONS**

Applications may be obtained by e-mail, mail, or by coming to the STHD office. The application consists of the Mutual Help & Rental Housing Program application(s) with attachments, including an Authorization to Release Information. Social Security numbers for all family members aged six (6) and older must be disclosed and documented by submission of a Social Security card or other documents. All documents must be signed by all adult members of the household and returned to the STHD office either by mail or personally, where they will be date/time stamped.

The STHD will send a letter within 14 days that acknowledges receipt of application and asks the applicant to address any problems identified by the Housing Department staff. The applicant will be given fourteen (14) days from the date of the letter to respond and correct the deficiencies.

### **IV. ELIGIBILITY**

**Income.** Eligibility to participate in rental or homebuyer activities is limited to low-income Indian families. Eligible applicants will be placed on an active waiting list by the date/time of application once all required documents are received.

For the purpose of determining whether a family is eligible for STHD programs, STHD will determine “Annual income” as defined in §II.1, above, using one of two methods (IRS or Section 8), choosing the one method most conducive to the goal of providing affordable housing for tribal members.

### **V. Waiting List**

The waiting list will be prioritized as follows:

1. The Head of Household is an enrolled member of the Confederated Tribes of Siletz Indians or the family includes minor or dependant children who are enrolled Siletz Tribal members (non tribal Head of Household and/or Spouse sign lease as guardians on behalf of a minor enrolled Siletz Tribal child/children until they reach age of majority and can sign new lease as homebuyer).
2. Applicant is an enrolled member of another federally recognized tribe.
3. All other applicants.
- 4.** With regard to Rental Units **only**, Tribal Member Elderly and near elderly families will be given preference in accordance with category 1. Applicants who are 55 years of age and older will have preference for rental units designated for elders. In areas not designated for elders, staff will alternate filling vacancies on lists between elder and non-elder families.
5. Household composition. If both parents of any child are not included in the applicant household, then the applicant must provide proof of custody and support. If court records are not available to document custody and support, then notarized statements from the absent parent(s) or letters from agencies such as Services to Children & Families (SCF) or Indian Child Welfare (ICW) or from an attorney may be provided.

## **VI. INELIGIBLE APPLICANTS**

The CTSI Housing Department will promptly notify any rejected applicant in writing of the grounds for any rejection. Notification shall be made within 30 working days of application date.

### **Disqualifications for eligibility:**

#### **An applicant will be considered ineligible:**

1. If any member of the family has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program. It is not necessary that the act result in a criminal conviction;
2. If any member of the family has engaged in drug related criminal activity or violent criminal activity, whether or not such activity has resulted in a conviction. Except that assistance cannot be denied to an applicant or family member who is recovering or has recovered from an addiction and submits evidence including but not limited to, 6 months participation in or

- successful completion of a treatment program. A definition of drug related criminal activity shall be given the applicant upon request;
3. If any member of the family has made a material misrepresentation in connection with any application or occupancy of any assisted housing program;
  4. If any member of the family has engaged in or threatened abusive or violent behavior toward CTSI personnel or other residents of an assisted housing project, unless they can provide documentation that they have completed an anger management counseling program;
  5. If any member of the family has severely damaged any property in any assisted housing program and cannot provide documentation that they have paid for the damages. ; or
  6. If an applicant or any member of his/her household owes funds to STHD or another Housing Authority in connection with their participation in any assisted housing program, STHD will consider them to be ineligible until they have taken care of their obligation to STHD or other Housing Authority. Applicants complying with the terms of a payback agreement (as evidenced by a minimum six consecutive-months payment history) will be considered eligible.

## **BACKGROUND CHECKS**

A Criminal History Background check will be conducted on all applicants and household occupants 18 years of age and older, going back for a 5 year period prior to date of application. Each applicant will be screened by checking references from previous landlords. This will help STHD to determine if the applicant has a history of meeting financial responsibilities, will take proper care of the housing unit, will adequately supervise their children and has not engaged in criminal or illegal activities that would have a detrimental effect on other residents in the housing project. STHD will have discretion to determine the suitability of applicants and household members and in the event of an adverse decision, will document the reason(s) for the determination and provide notice and opportunity for appeal.

If the background check shows substantial, material, questions regarding whether the applicant's history of meeting financial obligations, care of housing units, supervision of children and/or criminal or illegal activities would have a detrimental effect on other residents or the housing community.

<b>Offense</b>	<b>Ineligibility Period</b>	<b>Alternate</b>
Violent Felon Assault I, II, and III	10 years from date of conviction	Release for 1 year w/o further arrests and successful completion of anger abatement course
Misdemeanors 3 in five year period	1 year from date of most recent arrest	Successful completion of probation
Sex Offenders Sex Abuse I, II Rape	Not Eligible Not Eligible	

In the event of unfavorable information regarding an applicant, STHD shall take into consideration the time, nature and extent of the past occurrences and the reasonable probability of future favorable performance. If it is determined that an applicant is ineligible because of criminal history (see above), they will be placed on voucher waiting list.

### **Determination Of Eligibility**

A preliminary determination of eligibility or non-eligibility will be made within 14 working days of the date the application is received in the STHD office. Eligible applicants will be placed on an active waiting list by date/time of application. Applicants can be on more than one program waiting list, but cannot be on more than one waiting list within the same program. Ineligible applicants will be placed in an inactive file and will be notified of the reason for their ineligibility and shall be entitled to an opportunity for appeal.

### **VII. SELECTION**

A. Selected families will be notified in writing. The offer must be signed by the applicant and returned to STHD within 15 days. Failure to respond within the 15 day time period will result in offer being rescinded. If an offer is rescinded, applicants will be notified in writing and given an opportunity to appeal

B. If the selected family decides not to accept the home or rental unit offered, STHD will keep their application on the waiting list if they have shown good cause for the refusal of the offer. Otherwise the applicant will be moved to the bottom of the list with a new date/time stamp. If a family declines twice the application will receive a new date/time stamp indicating the last offer. In this circumstance applicants will not retain their original application date or place on the list.

C. Applicants will be selected from the approved waiting list by date/time of application and bedroom size. Selection will proceed in the following order:

1. The Head of Household is an enrolled member of the Confederated Tribes of Siletz Indians or the Head of Household is not an enrolled Siletz Tribal member but the family includes a minor or dependant child who is an enrolled Siletz Tribal member (non tribal Head of Household sign lease as guardian on behalf of minor enrolled Siletz Tribal child/children until they reach age of majority and can sign new lease as homebuyer).
2. No member of applicant's household is an enrolled Siletz Tribal member, but at least one (1) member of applicant household is an enrolled member of another federally recognized tribe.
3. Applicants who are 55 years of age and older will have preference for Elder units as designated by the Housing Department. In areas not designated for elders, staff will alternate filling rental unit vacancies on lists between elder and non-elder families.

**VIII. CONFLICTS OF INTEREST**

No person who participates in the decision making process or who gains inside information with regard to NAHASDA may obtain a personal or financial interest. This provision does not, however, apply where a person is low-income and is selected for assistance in accordance with written policies for eligibility, admissions, and occupancy. However, if a STHD employee or his/her immediate family member is on the waiting list for housing assistance, that employee may not be involved in the selection process.

If a STHD employee is provided assistance with NAHASDA funds, STHD will make a public disclosure of the nature of assistance to be provided and the specific basis for the selection of the person. STHD will provide ONAP with a copy of the disclosure before assistance is provided.

**IX. OCCUPANCY STANDARDS**

When assigning families to units, STHD will follow the following standard:

<b>Size of Unit</b>	<b>Minimum Persons</b>	<b>Maximum Persons</b>
1-Bedroom	1	2
2-Bedroom	*1	4
3-Bedroom	3	6
4-Bedroom	4	8
5-Bedroom	5	10

Variations from the above standards will be considered by the STHD for temporary housing situations.

\*Elder/Handicap families consisting of one will be considered for two bedroom unit if it is determined that caregiver accommodations is necessary. Determination of need will be determined by Social Services Assessment of Need.

Families consisting of one will be considered for two bedroom unit if one bedroom units do not exist in the community in which they currently reside; or if placement in a specific community will allow retention of employment.

## **X. COUNSELING PROGRAM**

The Siletz Tribal Housing Department staff shall provide counseling to homebuyers & renters. The purpose of the counseling program is three fold:

1. To ensure homebuyers & renters completely understand their responsibilities before & after occupancy.
2. To ensure homebuyers & renters understand their requirement to carry out financial responsibilities.
3. Establish a cooperative relationship between occupants & STHD.

Homebuyers & renters shall be required to participate in the following phases of the Counseling Program:

### **Pre-Occupancy:**

Leases shall be explained to each homebuyer & renters in detail so that he/she understands the responsibilities and obligations that accompany participation in our housing program. This phase should result in the avoidance of many future management/resident conflicts. It is crucial that counseling staff make it clear to residents that housing is a business & at the same time establish and set that tone for a pleasant & cooperative relationship.

### **Move-In:**

This will involve an inspection of the home or apartment, with Housing Department staff, tenants & residents, to identify deficiencies. An explanation and demonstration of all equipment and systems in the unit will be provided.

### **Move-Out:**

This will involve an inspection of the home or apartment with the Housing Department staff to identify deficiencies. Tenants shall be responsible for deficiencies identified by the Housing staff other than ordinary wear and tear. Homebuyers will be responsible for any clean-up and other similar costs associated with the move-out. Both renters and homebuyers are responsible for damages.

**Post-Occupancy:**

This phase will continue counseling with regard to responsibilities of the MH & LR housing programs. Specifically included will be maintenance & financial obligations, the sharing of community and county resources available and the requirements to attend mandatory money management or other classes & workshops as determined by STHD.

**XI. COLLECTION OF HOMEBUYER AND RENTAL PAYMENTS**

A. "Adjusted Income" as defined in §II.2. will be used to determine homebuyer/rental payment amounts:

1. HOMEBUYER PAYMENTS

- A. Homebuyer payments shall not exceed 30% of a household's monthly adjusted income and shall not include a utility allowance deduction.
- B. Maximum Homebuyer payments shall be:

<b>Bedroom Size</b>	<b>Minimum Payment (Admin. Fee)</b>	<b>Maximum Payment</b>	<b>Current Maximum (Includes Admin. Fee)</b>
2	125.00	425.00 (300.00 + 125.00)	309.00/320.00
3	125.00	525.00 (400.00 + 125.00)	347.00/364.00
4	125.00	625.00 (500.00 + 125.00)	392.00/404.00
5	125.00	725.00 (600.00 + 125.00)	422.00

- C. Homebuyer payments are due and payable on or before the first (1<sup>st</sup>) day of each month. When a lease agreement begins on a day other than the first, a pro-rated payment shall be made that month.
- D. Payments may be made in cash or by check or money order payable to Siletz Tribal Housing Department and delivered to the STHD office in Siletz, Oregon.

E. Payments not received at the STHD office by the end of the tenth (10<sup>th</sup>) day of the month shall be considered delinquent. On the next working day after the tenth of the month, STHD shall serve delinquency notices by regular mail to the homebuyer's mailing address.

F. The Notice of Delinquency shall include the following:

1) A statement that payment in full is required within 10 days for continued occupancy. Non-payment shall prompt STHD to proceed with eviction.

2. RENT PAYMENTS

A. Rent shall not exceed 30% of a household's monthly adjusted income and shall not include a utility allowance deduction.

B. Maximum rent shall be:

<b>Bedroom Size</b>	<b>Maximum Rent</b>
<b>1</b>	<b>300.00</b>
<b>2</b>	<b>400.00</b>
<b>3</b>	<b>550.00</b>
<b>4</b>	<b>650.00</b>
<b>5</b>	<b>Does not exist</b>

C. Rent payments are due and payable on or before the (1st) day of each month. When a lease begins on a day other than the first, a pro-rated payment shall be made that month.

D. Payments may be made in cash or by check or money order payable to Siletz Tribal Housing Department and delivered to the STHD office in Siletz, Oregon.

E. Payments not received at the Office by the end of the tenth day of the month shall be considered delinquent. On the next working day after the 10<sup>th</sup> of the month, STHD shall serve delinquency by regular mail to the tenant's mailing address.

F. The Notice of Delinquency shall include the following:

1) A statement that payment in full is required within 10 days for continued occupancy. Non-payment shall prompt STHD to proceed with eviction.

3. If two consecutive payments made by personal check are returned for non sufficient funds, the STHD will no longer accept checks as a form of payment from the homebuyer/tenant.
4. Payments returned for insufficient funds will result in a "NSF" charge to the Homebuyer/Tenant as provided by CTSI Accounting policy.

## **XII. EQUITY POLICIES FOR THE MUTUAL HELP HOUSING PROGRAM**

The term "equity funds" refer to funds in the Monthly Equity Payments Account (MEPA), which are that portion of the homebuyer's monthly payment in excess of the \$125.00 administration charge.

1. Request for use of equity funds, which are initiated by the homebuyer, must be presented in writing to STHD.
  - A. All requests for the use of equity funds shall then come before the STHD Director.
  - B. If the homebuyer is in compliance with the terms of the Homeownership lease/purchase agreement, STHD may agree to allow the homebuyer to use a portion of the funds in their equity account for betterment and additions to their home.
  - C. The following betterment and additions will be allowable:
    - 1) Items required for maintaining a home as stated in section 8.5(a.4); 8.3(a) of the MHOA.
    - 2) Items covered under the Fence, Shed, Garage, Carport and Deck Policy.
    - 3) Repairs to the dwelling to correct existing structural damage and/or defect.
    - 4) Replace or repair mechanical equipment (i.e. heat pumps; water heater; furnaces) .
  - D. The amount that may be allowed for such use is as follows:
    - 1) Up to 50% of the amount of equity in the homebuyer's account provided the debt will be repaid prior to conveyance eligibility date.
    - 2) If a project exceeds the amount of available equity funds in the homebuyer's account, the homebuyer will be required to pay the difference.
    - 3) MEPA loans will not be processed for units that are conveyance eligible.

- E. At the time STHD agrees to such use, it will require the homebuyer to enter into a payback agreement to replenish their equity account. A standard of using a base amount of 5% on Mepa Loans to figure the amount of the new Mepa Loan payment. Example loan amount request of \$2000.00 X 5% = \$100.00 monthly payment, this amount would be in addition to any agreement already in place.
2. All agreements relating to the use of equity funds shall be in writing and signed by the homebuyer & Housing Director prior to release of funds.
3. A STHD representative shall use its normal procurement methods and act as the contracting officer for all contracts involving equity funds in excess of five thousand dollars \$5000.
4. The STHD will serve as technical advisor to the homebuyer for all work contracted. The homebuyers may recommend a contractor they would like to use. For all work that is structural or technical in nature the STHD will require the work to be performed by a responsible licensed contractor. In instances where the work is not structural or technical in nature, a family may elect to do the work themselves. All work must be inspected by the STHD and completed to code.
5. STHD may use a homebuyer's equity account, with or without the homebuyer's request or consent in the following circumstances and under the following conditions:

If STHD determines that a homebuyer's failure to perform maintenance obligations to the property has created a hazard to the life, health, or safety of the occupants, or if there is a risk of damage to the property. The corrective work shall be done promptly by STHD with such use of the homebuyer's equity account.

### **XIII. OCCUPANCY**

#### **1. PRINCIPLE RESIDENCE**

A condition for selection as a homebuyer or renter for continued occupancy is that they must agree to use and continue to use the unit as the principle residence for him/her and members of his/her immediate family during the term of the Rental Dwelling Lease agreement or lease/purchase agreement. Using the home as the principle residence is defined as the homebuyer's or renter actually living in the home for a period of 9 months out of each year. These periods may not be cumulative from year to year. Failure to occupy the home or rental unit

shall constitute grounds for termination of the Lease. The “principle residence” requirement does not apply to approved subleases.

## **2. SUBLEASE**

If there becomes an urgent need for the family to be temporarily absent from the home, they may request approval from STHD to sublease their home. Subleasing will only be approved for absences necessary for the homebuyer to obtain health care, employment, or education for himself/herself. Normally these situations are for a period of one year and may not be cumulative from year to year. Approval for periods over one year are based on individual circumstances and subject to approval by the STHD. Homebuyers must have demonstrated responsibility in fulfilling all lease obligations, including meeting the minimum income requirement. There must be a written request to sublease submitted to the Housing Department and STHD will respond in writing either approving or rejecting it.

The party who will be subleasing must meet NAHASDA income eligibility requirements and agree in writing to abide by all the rules and regulations of the Mutual Help. House payments will be based on the household income of the homebuyer. STHD will require that sublessee’s are removed from the home upon any violations of rules or regulations. Original homebuyers will continue fulfilling all obligations of the lease/purchase agreement during the sublease. Failure to occupy the home at close of the subleasing period shall constitute grounds for termination of the lease/purchase agreement. STHD will provide the sub-lease document.

## **3. GUESTS**

Homebuyers or renters may have guests, however no guest may stay for more than fifteen (15) consecutive days in any twelve (12) month period without the prior written approval of STHD. Guests may not stay at multiple residences, 15 days cumulative in 12 month period is the limit. Households that violate this provision will be subject to termination of their lease.

## **4. DISTURBANCES**

The homebuyer or renter must agree to cause all family members or other persons who are on the premises with his/her consent to conduct themselves in a manner that will not disturb his/her neighbors' peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe and sanitary condition. Disturbances are causes for termination of a lease/purchase agreement or rental dwelling lease.

The homebuyer or renter must agree that he/she and any member of his/her household or guest shall not engage in criminal activity, including drug-related criminal activity. Such criminal activity shall be cause for termination of the lease/purchase agreement or Rental Dwelling Lease.

## **5. FRAUD/MISREPRESENTATION**

Any fraud or material misrepresentation made by a homebuyer/renter to STHD in connection with the admission or continued occupancy shall constitute grounds for termination of the lease/purchase agreement and Rental Dwelling Lease. It is not necessary that such fraud or misrepresentation result in criminal charges or a criminal conviction.

## **6. LOCKS CHANGE**

A homebuyer or renter shall not alter or change the locks on his/her home or apartment. If a lock needs to be replaced, the STHD must be notified so that the lock can be keyed to the master-key system of the STHD. All residents must have prior approval from STHD before changing locks. Failure to obtain prior approval may constitute grounds for termination of the lease agreement. All such changes shall be done at the homebuyer or renters expense.

## **7. INSPECTIONS**

a. Annual Inspections: The homebuyer or renter shall agree to allow Housing Department Staff to inspect the home or rental unit upon initial occupancy and annually thereafter. A 15-day notice will be given to homebuyer and renters before the inspection. The homebuyer or renter shall participate in these inspections and shall be given a written report. Homebuyers are responsible for repairs and renters will be charged for repairs and anything beyond normal wear and tear.

b. 48 Hour Notice Inspections: STHD shall have the right to inspect any home or apartment upon at least forty-eight (48) hours' notice to the homebuyer/renter for the purpose of determining if they are fulfilling their obligations to maintain the unit.

c. Emergency Inspections: The STHD shall have the right to enter the home/rental unit without notice for suspected abandonment, when utility service has been discontinued or when severe damage is evident. The STHD shall leave a written notice on the front door at the time any such entry is made.

## **8. OPERATION OF A HOME BUSINESS**

The STHD shall allow a MH homebuyer family to operate a small business in their home when the following conditions are met:

- A. The unit will remain the homebuyer's principal residence;
- B. The business activity will not disrupt the basic residential nature of the housing project;
- C. The business will not require permanent structural changes to the unit that could adversely affect any future homebuyer's use of the unit.

The homebuyer must obtain the approval of the STHD before starting any business activity in the home. The STHD will rescind approval to operate a business if any of the above requirements are not met. If non-approved business operations are suspected or known, a full report will be made to the Housing Director. Violators will be issued a termination notice.

## **9. RE-EXAMINATIONS AND ADJUSTMENTS IN MONTHLY PAYMENT**

The STHD shall notify each homebuyer & renter when it is time for the annual re-examination of household income and composition. Each family shall be required to complete a personal declaration of household composition and income and have all family members age eighteen (18) and older sign an authorization for release of information. Social security numbers for all family members age six (6) and older must be provided to STHD. The homebuyer shall return all documents required for the re-examination to the STHD office within 30 days of receipt.

STHD shall verify all sources and amounts of income and assets and shall compute the new house payment & rent payment accordingly. The homebuyer or renter shall be given at least thirty (30) days written notice of any increase in house or rent payments. Decreases shall take effect the first of the month following adjustment. If a family's income is seasonal or unpredictable so that it is difficult to accurately anticipate the income for the coming year, a schedule for review and updating of income shall be agreed upon by the STHD and the family in writing.

The homebuyer & renters are required to notify Siletz Tribal Housing Department immediately of any of the following conditions:

- A. Any change in household composition. Additions of adult members to the household or a person whose sole purpose is to provide live-in

care to a family member, must have the approval of STHD and any such person will be subjected to the same screening procedures as new applicants;

B. Any decrease in household income;

C. Increases in income that exceeds one hundred dollars (\$100.00) per month.

The Siletz Tribal Housing Department shall take appropriate measures to adjust homebuyer & rent payments following reporting of the above conditions and shall notify the homebuyer/renter in writing of the change.

In the event that the homebuyer or renter fails to provide the required information about income in a timely manner, STHD may calculate the monthly payment due as if the family had annual income at 80% of median income.

## **10. TRANSFERS**

**A. STHD Initiated Transfers.** A family may apply for a unit transfer if current unit is not an appropriate size for the household. Conversely, the STHD may require a family occupying a Low Rental unit to transfer when household composition permanently changes. The Housing Department staff will try to ensure that families have a home or apartment that meets the needs of the family.

Reasons for STHD initiated Transfers may include but are not limited to:

1. Annual Re-exam
2. Fire/Natural Disaster
3. Overcrowding
4. Emergency Situation- Temporary
5. Medical Reason
6. Education
7. Employment
8. Inability to Carry Out Homebuyer Obligations: Homebuyers who are unable to carry out the obligations of the lease/purchase agreement may be transferred to a rental unit depending on availability rather than being issued a lease termination.

**B. Low Rental Program Transfers:** Reasons may include any of the above, but except for temporary relocations due to unit rehabilitation, emergency or medical situations, a family must demonstrate that it is income eligible prior to

transferring to another unit. Families may request transfer to another LR unit and be placed on a transfer waiting list. Each transfer will be listed by date and time of request to transfer. Such a request must be approved by the STHD, depending on the availability of units and other factors. Such a transfer will not be approved unless the family is current with all payments owing on their residence and they have complied with all obligations of the Lease. Families who are complying with the terms of a payback agreement (as evidenced by a minimum six-month history of payments) will be considered eligible. If the selected family decides not to accept the home or rental unit offered, STHD will keep their application on the waiting list if they have shown good cause for the refusal of the offer. Otherwise the applicant will be moved to the bottom of the list with a new date/time stamp. If a family declines twice the application will receive a new date/time stamp indicating the last offer. In this circumstance applicants will not retain their original application date or place on the list.

## **11. PLAN OF ACTION TO CORRECT DEFICIENCIES**

As promptly as possible after the violation of the lease or homebuyer agreement, which may include financial, maintenance, or other violations, STHD staff shall refer the household to the Resident Advocate to discuss the matter with the homebuyer or renter and give the homebuyer or renter an opportunity to identify any extenuating circumstances or complaints which may exist. A plan of action may be agreed upon that will specify how the homebuyer or renter will correct the violation and prevent future violations of this kind from occurring, as well as any actions by STHD that may be appropriate. This plan shall be in writing and signed by the resident & STHD. In the event of refusal by the homebuyer or renter to agree to such a plan or failure to comply with the plan, STHD shall issue a Notice of Termination in accordance with STHD policy.

## **XIV. TERMINATIONS**

### **A. TERMINATION BY HOMEBUYER OR RENTER**

The homebuyers or renter must provide at least thirty (30) days notice in writing to STHD of their intent to vacate the unit and terminate their lease agreement. STHD may hold the homebuyer or renter responsible for the required monthly payment for the period the home or apartment is vacant, not to exceed sixty (60) days from the date of the notice or from the date of move-out, if no notice was given. Move-out date shall be determined as the date keys are returned to the STHD office or such date as determined by STHD.

### **B. STHD Initiated Terminations.**

The Notice of Termination shall contain the reasons for termination including the specific provision for the lease violated and the specific action of the individual who violated it. A notice to vacate will be issued to each individual receiving the notice of termination. The following time frames for evictions will be adhered to, however, based on the process involved, these may fluctuate:

1. Homebuyer program
  - A. Thirty (30) days from the date of notification.
  - B. 24-hour notice for behavior that threatens the life, health, or safety of other residents or STHD staff, including drug activity.
  - C. The homebuyer shall turn his/her keys over to the Housing Director upon vacating.
  
2. Rental program
  - A. 14-day notice for non-payment of rent.
  - B. 24-hour notice for behavior that threatens the lives, health, or safety of other residents or STHD staff (includes drug activity).
  - C. 30-day notice for all other violations.
  - D. The renter shall turn his/her keys over to the STHD upon vacating.

If tenant or homebuyer fail or refuse to vacate the premises within these time frames, STHD shall enforce the Termination by filing a Complaint for Eviction in Tribal court.

**3. ONE STRIKE POLICY:** STHD will not offer an opportunity to cure violation of lease or occupancy agreement in the event of serious or repeated or continuing violations.

1. Owner or Manager generally will not terminate the tenancy during the term of the lease, except for serious or repeated violation of the terms or conditions of lease, or of applicable Federal, State, Tribal, or local law, or for good cause.
  
2. A serious violation justifying immediate termination of tenancy without need to offer opportunity to correct, is any activity, engaged in by the resident, any member of the household of the resident, or any guest or other person under the control of the resident, that:
  - A. Threatens the health or safety of, or right to peaceful enjoyment of their premises by, other resident or employees of the owner or manager of the housing.

- B. Threatens the health or safety of, or right to peaceful enjoyment of their premises by, person residing in the immediate vicinity of the premises: or
- C. Is criminal activity (including drug-related criminal activity) on or off the premises.
  
- D. Other violations not promptly cured and kept cured will be grounds for termination.

## **XV. CHANGES DUE TO DEATH OR FAMILY DIVORCE/SEPARATION**

### **1. SUCCESSION UPON DEATH – HOMEOWNERSHIP PROGRAM**

For purposes of succession, “Event” is defined as the death of all of the persons who have executed a lease/purchase agreement as homebuyers. The STHD allows homebuyers to name a successor who is an enrolled Siletz tribal member or is the spouse/co-habitant of the homebuyer. A homebuyer may designate a successor who, at the time of the event would assume the status of homebuyer, provided that at that time he or she meets NAHASDA eligibility. The designation shall be made at the time of execution of this Agreement, and the homebuyer may change the designation at any later time by written and notarized notice to the Siletz Tribal Housing Department.

Upon occurrence of death of the homebuyer(s), the person designated as the successor shall succeed to the former homebuyers rights and responsibilities with the lease/purchase agreement, if the designated successor meets the following conditions:

1. The successor is a family member that is an enrolled member of the Siletz tribe or is the spouse/co-habitant of the deceased homebuyer and will make the home his or her primary residence. A non-Siletz Tribal member shall succeed to a life estate with the right to designate as successor only a lineal descendant of either the deceased homebuyer and/or the life-estate holder who is an enrolled Siletz tribal member.
2. The successor(s) may be a minor child or minor children that are enrolled members of the Siletz Tribe with an approved guardian with the duty to perform the obligations of the lease/purchase agreement in the interest and behalf of the minor child(ren) until all minor children reach the age of majority and the eldest child can enter into a lease agreement as homebuyer.
3. The successor is willing and able to pay the administration charge and to perform the obligations of a homebuyer under this Agreement;

4. The successor satisfies program eligibility requirements; and
5. The successor executes an assumption of the former homebuyer's obligations under this Agreement.
6. If at the time of the event there is no qualified successor designated by the homebuyer, and a minor child or children of the homebuyer are living in the home, the STHD may, in order to protect their continued occupancy and opportunity for acquiring ownership of the home, approve as occupant of the home an appropriate adult who has been appointed legal guardian of the children with a duty to perform the obligations of the lease/purchase agreement in their interest and behalf.

If a successor satisfies the requirements, except for the program eligibility requirement, then the successor may execute an outright purchase of the home.

If at the time of the event there is no successor designated by the homebuyer, or if of the proposed successor does not meet NAHASDA eligibility requirements STHD may designate successor in accordance with this policy any person who meets NAHASDA eligibility requirements.

## **2. Provisions for Surviving Household Members in the RENTAL HOUSING PROGRAM**

STHD will allow a spouse, co-habitant or adult child who is listed on the approved household composition at the time of the event, to continue to reside in the rental dwelling for no more than two years, with the following conditions:

- a. The person will make the apartment his or her primary residence during the transition period; and
- b. The person is able to pay the rent amount and to perform the obligations of a tenant under the lease agreement.

The Siletz Tribal Housing Department staff shall provide counseling to assist the person in seeking out other housing that is suitable to meet their needs.

## **3. PROVISION FOR MORE THAN ONE HOMEBUYER/RENTER AND PROCEDURES IN CASES OF DIVORCE OR FAMILY SEPARATION**

Where there are two (2) or more adult Tribal members in the household, each may be designated as a homebuyer or renter, with the following stipulations:

1. All obligations of the lease/purchase agreement & Rental Dwelling Lease apply to all homebuyers & renters.
2. All homebuyers & renters will be held jointly liable for all damages.
3. The Siletz Tribal Court will decide any issues where one (1) or more designated tribal member homebuyers are in dispute regarding possession of a home, the buyout amount of the non-possessor party, distribution of any equity account or other issues regarding the home or interest in the home. In determining which designated homebuyer is to retain possession of the home, the Tribal Court must award possession to a Tribal member homebuyer who intends to use the home as a primary residence. A non-tribal member who has custody of tribal member children and who intends to use the home as the children's primary residence may be allowed to act as a designated homebuyer on the minor children's behalf with the duty to perform the obligations of the lease/purchase agreement in the interest and behalf of the minor child(ren) until all minor children reach the age of majority and the eldest child can enter into a lease agreement as homebuyer.

In those instances where two (2) married individuals are leaseholders and an arrears balance has incurred, the arrears balance is considered to belong jointly to the married couple. Should there be a divorce or legal separation and one (1) of these individuals seeks housing again, the applicant would only be required to pay his/her half of the arrears balance.

## **PURCHASE OF THE HOME**

The STHD shall furnish to initial and subsequent homebuyers a purchase price schedule showing the amortization of the purchase price over a twenty-five--(25) year period. The purchase price shall be the actual development cost of the home or the current appraised value, or another price as determined by the Tribe. No interest shall be charged. In order to be eligible to purchase the home, a homebuyer must be current with all obligations under the lease/purchase agreement (lease agreement) including the payments of all accounts receivable.

When the balances in the homebuyers Equity Accounts equal the outstanding indebtedness on the home, the STHD will notify the homebuyer that he/she is required to exercise their option to purchase the home. The Siletz Tribal Housing Department shall prepare a resolution for adoption authorizing the

preparation of title documents, the mutual release of obligations under the lease/purchase agreement. The Tribal attorney shall review the materials and shall certify in writing that the documents are adequate to convey all interests of the STHD in the home to the homebuyer.

Upon conveyance of the title, the STHD shall notify the insurance carrier that the unit has been paid off and that coverage should be terminated. The STHD will advise the homebuyer that insurance coverage is now the responsibility of the Homeowner. After conveyance of the property, any funds remaining in the Homeowner's Equity Accounts, after payment of any settlement costs shall come to the Tribe as payment for the housing unit and may be used for purposes identified in the Tribe's Housing Plan.

The homebuyer may also obtain outside financing at any time to pay the remaining purchase price balance on the home. Following payment of this balance to STHD, the above procedures for conveyance of the property will be followed.

Homebuyers who do not make any payments into Equity Accounts shall become the owners of the home at the end of the twenty-five (25) year amortization schedule.

## **XVI. HOUSING DEPARTMENT APPEAL and COMPLAINT PROCESS**

### 1. Right to Appeal:

Any family which is determined not to be eligible to participate in rental or homebuyer activities, any family that is denied admission and any family whose occupancy is terminated shall be advised of the right to appeal such action or decision, and will be advised of the right to examine any relevant documents, records, or regulations directly related to the action prior to a hearing or trial. Such review shall not include documents and records containing confidential information regarding other applicants or occupants.

Upon filing of a written request as provided herein, a complainant shall be entitled to an opportunity for hearing.

### 2. Definitions

- A. "Complainant" means an applicant, tenant or participant in a HUD assisted or NAHASDA assisted Housing Project operated by STHD whose rights, duties, welfare, or status are adversely affected by STHD action or failure

to act and, who files an Appeal or Complaint with respect to such action. ("Complainant" may hereinafter be referred to as "you".)

- B. "Appeal" or "Complaint" means any dispute with respect to STHD action or failure to act pursuant to a lease or Mutual Help and Occupancy Agreement or CTSI Housing Department regulations, policies, or procedures which affects the rights, duties, welfare or status of the complainant.

### 3. Exclusions

Appeals or complaints based upon the following are excluded from the grievance procedure:

- A. Any termination based upon activity that threatens the health or safety of, or right to peaceful enjoyment of the Indian housing development by, other residents or employees of the owner or manager of the housing; or
- B. Any termination based upon criminal activity (including drug-related activity) on or off the premises of the Indian Housing development.

These "24 hour" terminations will proceed to an eviction if the home-buyer/renter does not vacate in the 24 hour period, and will be heard in the Tribal Court.

#### **Informal Dispute Resolution:**

If the STHD makes a decision that would be subject to appeal, the staff member who made the decision will attempt to informally resolve.

While informal resolution is encouraged, it does not affect the time limits to formally complain, grieve and appeal. Appeals must be filed within 10 days from the date of the initial decision. Administrative remedies must be exhausted, and you cannot skip a step in the formal process.

#### **Formal Dispute Resolution:**

##### **1<sup>st</sup> Step: Review by Housing Director**

If STHD staff cannot informally resolve the issue, the Housing Director will review your case and respond in writing within 20 days. No particular form is required to do this as long as the complaint or grievance: (1) is in writing and is signed by the party or his or her spokesperson or attorney; and (2) is actually delivered to the Housing Department within the 20 day time period.

The Housing Director will review your case and respond in writing within 20 days.

## **2<sup>nd</sup> Step: Review by Housing Committee**

If the Housing Director denies your appeal, or if the initial decision was signed by the Housing Director, you have the right to appeal to the Siletz Tribal Housing Committee in writing within 10 days from the date of the Housing Director's decision. The decision of the Housing Committee shall be the final administrative decision of the Tribe.

No particular form is required to do this, as long as the complaint or grievance: (1) is in writing and is signed by the party or his or her spokesperson or attorney; and (2) is actually delivered to the Housing Department within the 10 day time period. Additional information or documentation may be included with your appeal if submitted at least three working days prior to the hearing. If an appeal is filed with the Housing Committee STHD staff will notify complainant of the date and time of the meeting.

If the Housing Director's decision concerns a property management unit, then the General Manager shall conduct this 2<sup>nd</sup> Step review.

Complainant may choose to have Housing Committee review without disclosure of Complainant's name.

## **3<sup>rd</sup> Step: Tribal Court**

If you disagree with the Housing Committee decision on a non-termination action, you have the right to appeal to the Siletz Tribal Court within 20 days from the date of the response from the Siletz Tribal Housing Committee. However, if the Housing Committee decision is to uphold your termination, the STHD will file an eviction action against you in Tribal Court, and you will be able to challenge that decision in your response to the eviction case.