

NORTHERN PONCA HOUSING AUTHORITY

ADMISSIONS & OCCUPANCY POLICY

GENERAL PURPOSE:

The Mission of the Northern Ponca Housing Authority is to identify, develop and provide housing, community, development and associated services to members of the Ponca Tribe and other enrolled Indians; to be served, in the decisions that affect their lives and assure that services are provided in a manner considerate of cultural diversity and in a manner which produces quality products and services.

APPLICATION OF POLICY:

This policy is applicable to all Housing Authority clientele, including, but not limited to, applicants, residents and rental housing program participants including NAHASDA funded or subsidized units.

EXCEPTION: Admission and occupancy of any housing or apartment units which are financed in whole or in part with Low Income Housing Tax Credits, or with money other than NAHASDA funds, shall be governed by any and all applicable laws pertaining to such funding.

DEFINITIONS: ELDERLY FAMILY: Is a family whose head or spouse or (sole member) is a person who is 62 years of age, disabled or handicapped person. It may include two or more elderly, disabled or handicapped persons living together, or one or more such persons living with another person who is determined to be essential to their care or well-being.

NEAR ELDER: Is a family whose head of household or spouse or (sole member) is a person who is 55 years of age, disabled or handicapped person. It may include two or more elderly, disabled or handicapped persons living together, or one or more such persons living with another person who is determined to be essential to their care or well-being.

FAMILY: Is defined as two or more persons who are related by blood, marriage or who have evidenced a stable family relationship.

SINGLE PERSON: A single person who lives alone, who is elderly or near-elderly, handicapped, disabled, displaced, residing in substandard housing, homeless, or the remaining member of a tenant family.

VERIFICATION: Confirmation by a 3rd party of earned or unearned income, landlord history, credit history, and criminal history. Other verifications may be required to determine qualification, as needed by the IHA.

ELIGIBLE: A primary threshold wherein a family, single person, elderly family or near elderly family, who meet the eligibility criteria as set forth by the IHA are placed in the waiting list. However, eligibility does not mean or guarantee qualification of a household.

QUALIFIED: A secondary threshold wherein a family, single person, elderly family or near elderly family, who meets the specific requirements set forth by the IHA to be considered qualified, and are considered for unit award. See Section A-2 for qualification criteria.

SECTION A Low Rent

SECTION A-1: ELIGIBILITY FOR HOUSING:

1. GENERAL - The purpose of this section is to determine who is eligible to participate in the Northern Ponca Housing Authority Rental Housing Program. The Housing Authority will accept applications for admission from applicants who, at the time of application meet **ALL** of the following eligibility criteria:
 - a. Family Composition (24 CFR Part 1000.104 and Section 201(b) of NAHASDA).
 1. An applicant must qualify as a family, defined by the Housing Authority as:
 - a. Two or more persons who are related by blood, marriage or who have evidenced a stable family relationship; or
 - b. A single person who lives alone or intends to live alone who is elderly, or near-elderly, handicapped, disabled, displaced, residing in substandard housing, homeless person or person paying 50% or more of gross income for rent, or the remaining member of a tenant family.
 2. An applicant must qualify as an Native American family defined by the Housing Authority as a family whose head of household or Spouse is an enrolled member of a federally recognized tribe.
 3. An applicants whose annual household income falls within 80% of the National median income limits.
2. APPLICATIONS FROM PREVIOUS TENANTS - Applications from previous tenants and homebuyers who owe money to the Housing Authority will not be placed on the waiting list until the money owed is paid in full.

SECTION A-2: QUALIFICATIONS:

1. Applicants must generate the following positive criteria in order to be considered a qualified household:
 - a. Credit check
 - b. Landlord reference
 - c. Criminal back ground check (The NPHA shall convert to a finger-print card system for conducting this check).
 - d. Income Verification
 - e. Tribal Enrollment
 - f. Social Security cards for all household members
 - g. Verifiable legal guardianship documents for ALL dependants (i.e. birth certificates, legal power of attorney, foster care etc.)

SECTION A-3: RIGHT TO REJECT APPLICATIONS:

1. The Executive Director has the right to reject applicants for housing in cases where it has been determined that admission of the applicant would be damaging to the health, safety or welfare of other tenants, or the financial stability or physical environment of the project.
2. In order to determine whether the admission of an applicant would be damaging to the health, safety or welfare of tenants, the Authority will take into account the following considerations:
 - a. The applicants past performance in meeting financial Obligations.
 - b. Any record of disturbances of neighbors, destruction Of property or living or housekeeping habits which may be damaging to the health, safety or welfare of other tenants.
3. In the event of the receipt of the unfavorable information about an applicant, consideration will be given to the time, nature and seriousness of the applicant's behavior and to factors, which might show a reasonable chance of favorable future behavior or financial prospects, as;
 - a. Evidence of successful rehabilitation;
 - b. Evidence of the applicant family's willingness to Participate in social service or other appropriate Counseling programs;
 - c. Evidence of the applicant family's willingness to attempt to Increase family income and the availability of training or Employment programs in the locality.
4. Rejected applicants will be notified in writing and may appeal the determination. Applicants will be informed in writing by the Executive Director of the reasons for ineligibility and will be given an opportunity to appeal the decision within a fifteen (15) day period from the date of receipt of notice.

(Note: applicant can file through the appeal policy section Q)

SECTION A-4: APPLICATION PROCEDURES:

1. Applicants wishing to apply for the Rental Housing Program must submit an application to the Authority. Applicants may apply for both programs, using a separate application for each program. Each applicant will be required to provide all information requested on the application and to sign all necessary forms, documents and certifications. All information or any statements made by the applicant are subject to verification.

2. Applications shall be received at the Housing Authority office located in Norfolk. All applications are to be fully completed and signed using permanent ink. Immediately upon receipt, the application will be date/time stamped and initiated by the Authority staff. Completed applications may be mailed or delivered in person.
3. It is the Authority's responsibility to maintain the completed applications.
4. IT IS THE APPLICANTS RESPONSIBILITY TO NOTIIFY THE AUTHORITY OF ANY CHANGES IN ADDRESS, INCOME, AND FAMILY COMPOSITION.

SECTION A-5: MAINTAINING THE WAITING LIST:

1. NPHA shall maintain a waiting list, which includes applicants for both the low income rental and tax credit programs, which shall fall into the Rental Housing Program and Affordable Housing.
2. All applications shall be filed in the waiting list filing system.
3. The waiting list shall be titled by Districts and divided by County according to date of certification, bedroom size (family size) needed, and points accumulated according to the preference system.
4. On a monthly basis, the NPHA Housing Award committee will review all new cases for housing assistance. Priority assignments for previous applicants may be changed at this time and the waiting list updated. (Resolution 03-05) The NPHA Housing Award Committee shall provide the written recommendation for all units to the BOC. The NPHA BOC will approve or deny the NPHA Housing Award Committee recommendation.
5. Determination of the number of bedrooms required by an applicant shall be made according to the Occupancy Standards. The NPHA may utilize a family of 2 that qualifies for a 1 bedroom toward qualification for a 2 bedroom unit.
6. Applicant's can only be on the waiting list in one District area.
7. Applicant's transferring to a different District area will go to the bottom of the waiting list for the new area.
8. After three (3) months, the applicant shall be required to update their application. If the waiting list applicant does not reply within 30 days after paperwork and a self-addressed-stamped envelope is sent; they will be placed in the inactive file and their name taken off the waiting list.

9. If your application is placed inactive, and you contact the Housing Authority to update your information, the applicant will be placed back on the waiting list, per the new certification date at the bottom of the list.

SECTION A-6: NOTIFICATION OF APPLICANTS:

1. Eligible Applicants.
 - a. Each applicant determined to be eligible will be promptly notified in writing of eligibility. (Within 10 working days.)
 - b. Applicants placed on the waiting list will be informed of their status once qualified, and at least annually. Initial notice shall be sent within 10 working days.
 - c. The Authority shall keep a copy of the notification in the appropriate file.
 - d. The Authority shall post locally the updated eligible waiting list on a monthly basis.
2. Unqualified Applicants:
 - a. Each applicant determined to be unqualified will be promptly notified in writing of the determination. The notice shall state the reasons for the determination, and inform the applicants of his/her right to a hearing, within fifteen (15) days of the notice.

SECTION B SELECTION POLICIES

SECTION B-1: **SELECTION PROCEDURE and REQUIREMENTS: (Per NAHASDA Section 207 (b))**

1. The waiting lists shall be maintained chronologically as set forth in this policy in accordance with selection preferences used by the NPHA Housing Award Committee in selecting tenants for vacant or new units. Preferences shall be as follows:
 - a. Applicant family whose head of household or spouse is an enrolled Tribal member, near elderly (55) and/or 62 years of age or older. Near elderly residents shall receive 3 points. Elderly applicants shall receive 6 points.
 - b. Applicant family whose head of household or spouse is 19 years of age and a member of the Ponca Tribe of Nebraska. Ponca Tribal members shall receive 10 preference points. Large families will receive no preference over smaller families.
 - c. Applicant family whose head of household or spouse is an enrolled member of the Ponca Tribe and is a person with disabilities per Section 223 of the Social Security Act or has a developmental disability per Section 102 of the Developmental Disabilities Assistance and Bill of Rights Act. Shall receive 4 points.
 - d. Applicant family who's family is involuntarily displaced. Involuntarily displaced families shall receive 2 preference points.
 - e. Applicant families who are paying 50% or more of their gross monthly income for rent. Families paying more than 50% of their gross income for rent shall receive 1 preference point.
 - f. Preference will not be provided to those tenants who are pregnant or expecting. (Resolution 04-08).
 - g. Preference points of 1per six month shall be awarded for those applicants that remain eligible on the waiting list.

2. Income Limitations - Per Section 205 of the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA); applicants must qualify as a low-income family, defined as a family whose income does not exceed 80% of the median income for the area or the United States,

whichever is greater. Income limits shall be adjusted for family size and updated on an annual basis by HUD.

3. Under the Authority's housing program, participants are required to show proof of income sufficient to comply with program requirements. Participants are required to satisfy obligations such as administration fees, user fees, utilities, maintenance, etc. The applicant must demonstrate the ability to meet these requirements.

INCOME LIMITS

SCHEDULE OF MAXIMUM INCOME LIMITS, FOR ADMISSION TO RENTAL UNITS LOWER INCOME

SECTION B-2: SELECTION OF FAMILIES:

1. The Occupancy Specialist shall recommend from the waiting list as prepared, those applicants meeting the qualification criteria as defined in Section B-1. This list will be presented to the NPHA Housing Award Committee on a monthly basis.

SECTION B-3: VERIFICATION OF INFORMATION.

1. All information provided by the selected occupant must be 3rd party verified prior to move-in. (Certification by the head of household is insufficient) .
2. Earned income shall be verified through employers or appropriate forms at the time of admission and again at least annually at each re-certification. The Housing Authority will require a yearly copy of each working household members Income Taxes on an annual. Unearned income shall be verified by appropriate documentation. Applicants claiming self-employment shall show proof of self-employment with Form 1099, Schedule C and Federal Income Tax Returns.
4. Doctor's certification - A doctor's certification as to the degree and length of disability is required for disabled heads of households.
5. Release of Information – All household members 19 and older shall sign the appropriate form for release of information relating to their income.
6. If the Authority is not allowed or permitted to secure the appropriate information relating to the applicants qualification requirements, the applicant shall not be allowed to occupy the designated unit until such required information is provided.

7. It is the Authority's responsibility to maintain all applicants files. The applicant's are responsible to report any and all changes.

SECTION B-4: NOTIFICATION OF SELECTED FAMILIES:

1. The Authority shall notify in writing those applicants selected for occupancy. The notice shall include the following statements:
 - a. The family has been selected to participate in the rental or tax credit program.
 - b. The family will be required to participate in a mandatory orientation prior to occupancy.
 - c. The address, location, legal description, project number, unit number, number of bedrooms and/or types of services to be received.
 - d. A statement that the family has 14 days in which to respond to the notice either by accepting or rejecting the service/assistance/unit offered.
 - e. A statement that failure to respond within that time period shall be regarded as a rejection of the offer. The date of formal rejection shall be 14 days after the notification of selection.
 - f. A statement that a rejection of the offer without good cause will result in the family receiving a new date and that their application will be placed at the bottom of their priority group on the waiting list.
 - g. The tenant shall have 45 day from the date of the award letter to move-in. At the time of the move-in all necessary paperwork will be reviewed & signed by all parties.
 - h. A security deposit will be required at the time of the move-in.
 - i. Notice that applicant must be in attendance for move-in inspection.
 - j. Written notification from all utility companies transfer of bill to tenants home. (See section C-1 (5))

SECTION C OCCUPANCY POLICIES

SECTION C-1: DETERMINATION OF RENT: (Per NAHASDA Section 3 (8) and 24 CFR 1000.10)

1. Income and other information provided by the selected applicant during the occupancy interview, and verified as required, is used to determine family rent payments.
2. The following definitions of income shall be used in calculating rent payments:

ANNUAL INCOME - The anticipated total income from all sources received by the Family (all family member residing in household), including income derived from assets. The Housing Authority will request copies of yearly Income Tax reports from each working individual in the household. The anticipated income includes the twelve-month period following the date of initial determination or reexamination of income. Annual income includes, but is not limited to;

- a. The full amount, before any payroll deductions, of wages and salary, overtime pay, commissions, fees, tips, bonuses, social service payments, and other compensation for personal services or allotments.
- b. The net income from operation of a business or profession. Expenditures for business expansion amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business of profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue regulation. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets in the operation by the family.
- c. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. All allowances for depreciation is permitted only as authorized in paragraph 2 of Section A, Annual Income. Any withdrawal of cash or assets from an investment will be included in income except to the extent the withdrawal is a reimbursement of cash

or assets in excess of \$5,000, Annual Income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.

- d. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including a lump-sum payment for the delayed start of a periodic payment;
- e. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (but see paragraph 3 of this section);
- f. Welfare assistance: If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:

The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities;

The maximum amount that the welfare assistance agency would allow the family for shelter and utilities. If the family's welfare assistance is reduced from the standard on need by applying a percentage, the amount calculated under this paragraph shall be in the amount resulting from one application of the percentage;

- g. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling.
- h. All regular pay, special pay allowances of a member of the Armed Forces (whether or not living in the dwelling) who is head of the family, spouse, or other family, member who dependents are residing in the unit; and
- i. Any earned income tax credit to the extent it exceeds income tax liability.

3. ANNUAL INCOME DOES NOT INCLUDE:

- a) Income from employment of children (including foster Children) under the age of 18 years.
- b) Payments received for the care of foster children; this will apply and include child(ren) placed through the state or PTN Tribal Court as “Relative Placement” that receives payments through the state assistance for the care of the child(ren). This Relative Placement of child(ren) through the PTN Social Service Department must have supporting court documentation to qualify. All documentation must be current and updated as necessary.
- c) Lump-sum additions to family assets, such as Inheritances, insurance payments, (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;
- d) Amounts received by the Family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- e) Income of a Live-In Aide; verified by third party.
- f) The special pay to a Family member serving in the Armed forces who is exposed to hostile fire;
- g) Amounts received under training programs funded by HUD;
- h) Amounts received by a Disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
- i) Amounts received by a participant in other publicly assisted programs, which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
- j) Temporary, nonrecurring or sporadic income (including gifts),

NOTE: Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the 1937 Act. The following types of income are subject to such exclusion:

- k) Relocation payments made under Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970;
- l) The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977;
- m) Payments to volunteers under the Domestic Volunteer Service Act of 1973; (42 U.S.C. 5044 (g) 5058)
- n) Payments received under the Alaska Native Settlement Act;
- o) Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes.
- p) Payments or allowances made under the Department of Health and Human Services Low Income Home Energy Assistance Program;
- q) Payments received under programs funded in whole in part under the Job Training Partnership Act;
- r) The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims, or from funds held in trust for an Indian Tribe by the Secretary of the Interior.
- s) Payments received from programs funded under Title V of the Older Americans Act of 1965.

If it is not feasible to anticipate a level of income over a 12-month period, the income anticipated for a shorter period may be annualized, subject to a predetermination at the end of the shorter period.

4. ADJUSTED INCOME (FAMILY INCOME) is the income on which rent is based. This is the total family income for the following year minus all exemptions and deductions for which the family is eligible.

MONTHLY ADJUSTED INCOME is the family income divided by twelve (12).

The NPHA shall apply charges not to exceed 20% of gross income, which is subject to:

THE SPECIFIC DEDUCTIONS ALLOWED ARE AS FOLLOWS:

- a) Applicable utility allowances
- b) \$480 for youths, students and/or dependants with disabilities;
- c) \$400 For any Elderly or disabled family;

5. TOTAL TENANT PAYMENT Total tenant payment for families whose initial lease is effective on or after August 1, 1982. The total tenant payment shall be the highest of the following, rounded to the nearest dollar, less a utility credit based on bedroom size, of which credit will stop when the total rent amount is \$50.00 {minimum rent}. In cases of Elders/Handicapped {62 or over} a utility credit will not be given monthly. The NPHA will pay the Elders/Handicapped utilities, and on a monthly basis monitor the utility charges.

- a) For handicapped/disabled or elderly residents the NPHA will pay for the utilities/ maintenance only in the event that the handicapped/disabled or elder resident is the sole income source for the household. (Resolution 04-20)

If the family receives welfare assistance from a public agency and a part of such payments adjusted in accordance with family's actual housing costs is specifically designated by such agency to meet the family's housing costs, the monthly portion of such payments which is so designated.

b). ADDITIONAL CHARGES

- 1) 20 percent of Monthly Adjusted Income;
- 2) Fair Market rents as issued annually by HUD are applicable as of June 1, 2006 as ceiling rents.

- 3) The Authority will charge the tenant for any damages to the rental housing unit which is the result of the tenant's negligence or abuse of the property. (See Maintenance Policy 6-04)
- 4) The Authority may charge the tenant penalty fees for rent payments which are late in accordance with the rent collection policy of the Authority.

6. OCCUPANCY STANDARDS

- 1) The following standards will determine the number of bedrooms required to accommodate a family of a given size:

Number of Persons

<u>Number of Bedrooms</u>	<u>Minimum</u>	<u>Maximum</u>
0	1	1
1	1	2
2	1	4
3	3	6
4	6	8
5	8	10
6	10	12

- 2) Two (2) persons shall normally occupy each bedroom except in the following circumstances:
 - a) A child of less than two (2) years of age may occupy the same bedroom as the parents.
- 3) Persons of the opposite sex (except for husband and wife and children age 5 and under) will not occupy the same bedroom. (Two children of the opposite sex will not be required to share a bedroom except at the request of the family.)
- 4) In determining the number of bedrooms needed, the Authority will give consideration to sex and age of family members, and to health problems of family members.
- 5) Occupancy standards may be waived: when a vacancy problem exists. Waiving the standard is necessary to maintain full occupancy; however, the Authority will not exceed the HUD occupancy guidelines without reason.

G) LEASE CHANGES

If lease provisions must be changed:

- a. The existing lease may be canceled and a new lease executed.
- b. An appropriate rider may be added to the existing lease; or
- c. Appropriate insertions may be made within the existing lease. Riders and insertions (except regarding rent changes) must be dated and signed or initiated by the Authority. Outdated leases will be kept in the tenant's master file folder.
- d. In the event that the lease and this policy are conflicting, this policy will supersede.

H) SECURITY DEPOSIT

- 1) A security deposit of \$100 must be paid by Rental Housing tenants at the time of admission. In hardship cases, incremental monthly payments over a period of time not to exceed three (3) months from the date of occupancy may be approved by the Executive Director.
- 2) The security deposit will be deposited to an appropriate account and will not be used except when the tenant vacates the unit and leaves with unpaid delinquent rent charges associated with move-out.
- 3) The security deposit will be returned to the tenant when the tenant vacates the unit, if:
 - a. There is no unpaid rent or other charges owed to the Authority by the tenant.
 - b. The move-out inspection shows that the unit is reasonably clean with no damages except those resulting from normal wear and tear.
 - c. The keys are returned to Authority office. A charge against the security deposit will be made for tenants who fail to return the keys.
- 4) Within 30 days, the Authority will forward to the vacating tenant a written accounting of the use of the security deposit, plus a check for the unused amount.

I. RE-CERTIFICATION OF RENT

1) Regularly Scheduled Re-determination

- a. Rent adjustments are determined at an annual re-certification interview in accordance with the established reexamination schedule. The Housing Authority will require copies of all working family members Income Tax Forms each year during tax season.
- b. Rent is predetermined at least annually for all tenants. New tenants reexamination may not be extended more than twelve (12) months from the time they are admitted.
- c. Annual Inspections: The Authority will conduct annual inspections of all rental and home-ownership units. The tenants will be notified at least forty-eight (48) hours in advance of this inspection. Residents of said units must give a 24 hour notice of cancellation of inspection to the NPHA. If the tenant does not give the 24 hour notice of cancellation; NPHA will complete the inspection without the resident present. After the second cancellation the NPHA will coordinate a date and time to inspect the unit without the resident being present, with the exception of an emergency.

2) Interim Re-determinations.

- a. Rent will be adjusted (increased or decreased) when there is a change in family composition or an increase or decrease in a tenant family's gross income.
- b. Tenants are required to report all changes in income and/or family composition to the Authority within ten (10) days of occurrence of such changes.
- c. If the rent was established pending an expected change in a family composition or income at some time in the future, rent shall be re-determined when the change occurs.
- d. From time to time, it is not possible to accurately determine annual family income at the time of admission, regular re-examination of interim re-determination. In such cases, a temporary determination of income shall be made and a special re-determination of income shall be made and a special re-

examination shall be scheduled in thirty, sixty or ninety days depending on the family's circumstances. The family is to be notified in writing of the date of the special re-examination.

- 1) If annual family income can reasonably be estimated at the time of the special re-examination, the re-examination is to be completed and action taken as appropriate.
 - 2) If a reasonable anticipation of annual family income cannot be made, another special re-examination is to be scheduled.
- e. Tenants will be notified in writing of any rent adjustments, and the notice will state the effective date of the adjustment.
 - f. For rent decreases resulting from interim re-determinations, the adjustment will become effective on the first day of the month following the report of a change in circumstances, to the housing authority.
 - g. For rent increases resulting from interim re-determinations, the adjustment will become effective not less than 30 days following the report of a change in circumstances, to the housing authority.
 - h. If the Authority determines that the tenant has willfully misrepresented or withheld the facts upon which the rent is based, an increase in rent will be retroactive (to a date which the Authority will determine). The housing authority may also utilize the willful misrepresentation as constitution of a lease default.
 - i. All information provided by tenants during rent re-determinations will be 3rd party verified.
 - j. After 3rd party verification if the NPHA feels that income is not being fully reported, NPHA staff will request a copy of resident/applicants most recent income tax return.
 - k. The housing authority will maintain an internal quality control spread sheet as a mechanism to ensure completion of re-certifications.

J. CONTINUING OCCUPANCY

- 1) A family occupying a rental-housing unit shall not be required to vacate the rental unit because gross family income has increased and exceeds the income limits for eligibility. Provided the family qualified initially and pays Fair Market Rent as ceiling rent.
- 2) If the head of the household dies, or is removed by court action, or is removed by circumstances outside of their control, his/her family may continue to participate in the program as if the qualifying member were still present. However, a new lease must be signed by the senior member of the household. If no senior members are at or above the age of 19 years, the family must vacate the unit. If there are court appointed senior members of the household the family may occupy that unit. Rent or homebuyer payments, and utility allowances will be based on the new income status of the household.
- 3) If the loss of the original qualifying member results in a change of unit designation (i.e. elder/handicapped unit, etc.) the NPHA will offer the next available unit based upon NPHA priority listings in that service area. If the resident declines the unit, they must vacate the unit.

K. VOLUNTARY MOVE-OUT

- 1) Tenants who wish to move out of rental housing units are required to provide the Authority with thirty (30) days written notice of their intention to vacate.
- 2) Tenants who fail to provide any notice prior to moving out will be charged the equivalent of thirty (30) days additional rent. Tenants who provide less than thirty (30) days notice will be charged on a prorated basis.

L. INSPECTION AND DAMAGE CHARGES

- 1) Move-in inspections: The Authority and the tenant will conduct a joint pre-occupancy inspection prior to move-in.
- 2) Tenants shall report in writing any missed damages from the inspection within ten (10) days of the move-in inspection.
- 3) Move-out inspections: The Authority staff will conduct a move-out inspection within seventy-two (72) hours after voluntary move-out or eviction.

- a. Any damage determined to have been caused through the fault or neglect of the tenant family rather than through normal wear and tear shall be charged against the tenant's security deposit.
- b. If damage charges exceed the security deposit, the tenant shall be billed for the excess amount. Failure to pay damage charge will result in court action to collect.
- c. Vacating tenants who fail to pay any damage or other charges owed to the Authority shall be ineligible for any further assistance from the Authority until balance is paid in full.
- d. Any personal property or household goods and furnishings belonging to tenant or homeowner which are left on premises after voluntary or involuntary vacation due to termination of lease, eviction or abandonment of unit shall be removed after twenty-four (24) hours by the Housing Authority Maintenance personnel.

Said property or household goods and furnishings shall be placed in a storage facility for no more than thirty (30) days.

The owners of said property shall be notified by registered mail and shall be asked to remove said property immediately or notify the Authority as to when such removal will take place. The notification shall state a deadline date for removal and the consequences if such deadline is disregarded. Owners of said property will also be responsible for payment of storage facilities and moving of items.

After all of the above measures have been taken and the property has not been claimed, the NPHA shall determine whether said property shall be disposed of. The disposal method shall be removal of said property to the closest dumping facility or sale to pay damages or other expenses due on the vacated property by tenant or homeowner.

P. EVICCTIONS

In the event that eviction action is taken, the Ponca Tribal Court has jurisdiction over all NPHA rental units as a result of Resolution 04-34, which incorporated Lease Addendum 04-01 as part of the NPHA low rent lease.

- 1) Eviction action resulting from non-payment of rent shall follow the procedures described in the Authority's Rent Collection Policy.
- 2) Eviction action for non-payment of rent and for reasons other than non-payment of rent shall be initiated by the Authority by giving the tenant a "Notice of Lease Termination" which states:
 - a. The cause(s) for lease termination.
 - b. That the tenant has fourteen (14) days to correct the stated problem or vacate the unit.
 - c. That if the tenant has neither corrected the problem nor vacated the unit within the fourteen (14) day period, the Authority will initiate eviction action.
- 3) In accordance with the Authority's Appeal Provision (Section P), the tenant will be given an opportunity to make any reply or explanation he/she may wish concerning the Authority's reason for lease termination.
- 4) A written record of every eviction will be maintained by the Authority and will contain the following information:
 - a. Name of tenant and identification of unit occupied;
 - b. Date of "Notice of Lease Termination";
 - c. Specific reason(s) for termination. For example, if a tenant is being evicted because of undesirable actions, the record should state the actions which caused the determination that the tenant should be evicted.
 - d. Date and method of notifying the tenant with a summary of any conferences with the tenant, including names of all persons at the conference;
 - e. A statement that the tenant has been informed of this right to discuss and resolve any appeal with management through the Authority's Appeal Procedure.

N. MISREPRESENTATIONS

The Authority will notify a tenant in writing if any misrepresentations of income, household composition or other stated facts are revealed through scheduled or interim re-determinations or through any other means. The notice will state any corrective action required by the Authority. The Authority may require that the tenant pay the difference between what was collected and what should have been collected during the period in question.

O. RULES OF OCCUPANCY

- 1) The tenant, members of his household and visitors shall comply with all laws affecting the use of occupancy of the premises.
- 2) The tenant shall not create any disturbances, which would cause annoyance or discomfort to other tenants or to the community. Tenants shall exercise extreme care NOT to disturb other residents with excessive noise.
- 3) The tenant shall keep the premises in a clean and sanitary condition and shall take proper care and remove all litter and rubbish.
- 4) The rental tenant shall notify the Authority promptly of the need of any repairs to the premises. The tenant will be charged a labor charge plus materials for damages due to negligence or mistreatment of property. All broken windows will be repaired at the expense of the tenant, unless covered by insurance or is supported by a 3rd party vandalism report.
- 5) Lease holders are responsible for all actions of all household members and children and other invited visitors of the unit.
- 6) Visitors are to be reported to the Authority within seventy-two hours of their arrival or prior thereto. Visits not exceeding 30 calendar days in one year may be permitted by the Authority. Visits of more than 30 calendar days may not be authorized. Visitors remaining beyond this period may be considered permanent, and the head of household may be guilty of breach of lease if not reported.
- 7) Additions being made to the Family Composition must have prior approval of NPHA to prevent the overcrowding of the unit.

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- 8) The rental tenant shall deposit all garbage, trash and rubbish in plastic bags in a suitable metal receptacle provided and owned by the Housing Authority and keep the receptacle in the storage area provided.
- 9) Plumbing, electrical or gas-burning equipment shall not be used for any other purposes than those for which they are intended. Equipment shall not be adjusted or modified by the tenant. The rental tenant shall report faulty equipment to the Authority.
- 10) Rubbish/trash must not be burned.
- 11) The Housing Authority will not be responsible for any articles or any personal property, including mail, left with any employee.
- 12) Flammable items, gasoline, solvents, etc., must not be kept in dwelling unit.
- 13) Cars shall be parked only in designated parking areas. Cars in inoperative condition or without current license plates for thirty (30) days must be removed from the premises. If the tenant fails to remove the car, the Housing Authority will have it removed at the tenant's expense by the local government.
- 14) Tenants may not sublease units, take in boarders or use the house or grounds as a place of business unless otherwise approved by the NPHA Board of Commissioners.

P. REPORTING PROBLEMS

- 1) It is the hope of the NPHA that clients will get along with on another, However when a problem arises between neighbors; the NPHA encourages clients to first discuss the matter with their neighbor(s) in an attempt to resolve the matter.
- 2) Clients who are unsuccessful in resolving problems should feel to turn in a formal complaint/grievance form to the NPHA office. Such complaints must be in writing and signed. Upon receipt they shall be processed in accordance with the NPHA Grievance Procedure.
- 3) Clients who want to report a noise complaint or pass knowledge of something illegal in nature should contact the local police department FIRST. After the proper law enforcement agency had been notified, then clients should contact the NPHA.

Q. REFUSAL TO COMPLY WITH RULES OF OCCUPANCY

- 1) Clients cited three or more times for breaking the rules within a twelve month period are Subject to Termination of their Rental Lease/Homebuyer (MHOA) Agreement and Eviction.

R. APPEALS

If an applicant or tenant family disagrees with Housing Authority staff actions or decisions implementing any of the policies contained in this admission and occupancy policy, an appeal may be filed with the housing authority's Executive Director within ten (10) days of notification. A grievance may be filed within 15-days after receiving the Executive Directors written determination if the applicant disagrees with the Executive Directors decision.