

HOUSING DEPARTMENT POLICY

ADMISSIONS

ADOPTION

The ADMISSIONS Policy for the Red Cliff Housing Authority was developed by the Director and staff, reviewed by the Tribal Administrator, Housing Authority's Attorney and the Board of Commissioners on Housing. It was subsequently adopted by the Red Cliff Tribal Legislature (by Motion / Resolution - See Appendix 1) on April 21, 2006 and goes into effect on _____

This policy supersedes the Red Cliff Housing Authority (RCHA) ADMISSIONS POLICIES for the Low-Income Rental program and Mutual Help Homeownership program, dated February 15, 1985 and August 13, 1985 respectively.

INTRODUCTION

The goal of the Red Cliff Tribe of Wisconsin is to provide affordable housing opportunities for qualified families, in a safe and healthy environment. Towards that end, this policy outlines eligibility, the application process, criteria for admission, criteria for rejection of applicants, the waiting lists, and assignment to units managed by the Housing Authority.

This policy is also designed to:

- Comply with Federal Housing Statutes and Regulations.
- Provide for consistent, fair, equitable, and uniform treatment of clients.
- Provide a basis for decision-making by Housing Authority management, staff, Members of the Board of Commissioners on Housing and Members of the Tribal Council.
- Serve as a guide for Housing Authority staff and Housing Board members to use in determining eligibility, admission and selection criteria.
- Serve as a training and orientation manual for newly-hired staff and appointed Housing Board members.

- Educate Housing Authority Clients and the public on the basis for Housing Authority Decisions.

This policy is applicable to all Red Cliff Tribal Housing Authority clientele, including but not limited to, applicants, residents, renters, homebuyers, and program participants.

PROGRAMS COVERED BY THIS POLICY ARE:

RENTAL PROGRAM. The Rental Program replaces what was previously known as the Department of Housing and Urban Developments (HUD) “Low-Income Rental Program” or “Low Rent Program”. The intent of this program is to provide families, with low incomes, affordable housing. This program offers a wide variety of single-family homes (2BR, 3BR, 4BR, 5BR, 6BR) to qualified families/individuals* on a month-to-month lease basis.

ELDERLY APARTMENTS RENTAL PROGRAM. Elderly apartments are available to the tribe’s qualified elderly population on a month-to-month lease basis. Built under the 1937 Housing Act, we have one building with eight one-bedroom apartments available.

MARKET BASED RENTAL PROGRAM. This program is NOT restricted to low-income families or individuals. However, to obtain these units, the individual / family must be able to demonstrate that it can make the monthly payments. This program is based on the use of the 6 apartment building that the Tribe has built and turned over to the Housing Authority for the purpose of management / maintenance as “rental property”. For ease of administration, the Housing Authority set fixed rates (annual adjustments not withstanding) rather than the fluctuating rents mandated by Federal Law for the typical HUD programs.

MUTUAL HELP - HOMEOWNERSHIP PROGRAM. The Housing Authority currently offers Homeownership under a program commonly known as “Mutual Help”. Under this program, homes were totally financed and built by HUD with the Housing Authority serving as the Mortgage Holder per se. With the advent of Public Law 104-330 (Native American Housing Assistance and Self-Determination Act of 1996), HUD no longer funds the construction of new homes under the Mutual Help program. The intent of the program was to provide families, with low incomes, an opportunity to OWN a home rather than RENT a home. The Housing Authority shall continue to offer qualified individuals, a lease with an option to buy; any of the remaining single family homes in the Mutual Help inventory (as they become available).

FEDERAL TAX CREDIT - HOMEOWNERSHIP PROGRAM. The Housing Authority currently does not operate any units funded under this program,

policies governing admissions and operations will be made part of any tax credit funded projects.

INTERPRETATION

This Admissions Policy has been designed to achieve consistency between Federal Statutes, Federal Laws, Rental Lease Agreements and Homebuyer Agreements and to fulfill the overall program goals of the Red Cliff Tribe of Wisconsin.

Should any portion of this Admissions Policy conflict with the Federal Statute (PL 104-330) or Regulation (24 CFR Part 1000), the Federal Statute / Regulation shall prevail.

SECTION 1

DEFINITIONS

1.1 **Abandonment** – Means the absence of the residents from the dwelling unit, without notice to RCHA, for a period of time that is in excess of seven calendar days.

1.2 **ADJUSTED INCOME** - (From PL 104-330) - The term "**adjusted income**" means the annual income that remains after **excluding** the following amounts:

A. **YOUTHS, STUDENTS, AND PERSONS WITH DISABILITIES.** - **\$1000** for each member of the family residing in the household (other than the lessee his/her spouse) -

(1) who is under **18** years of age; or

(2) who is -

(a) **18** years of age or older; and

(b) a person with disabilities or a full-time student.

B. **ELDERLY AND DISABLED FAMILIES.** - **\$1000** for an elderly or disabled family.

(1) Each elderly person shall receive a \$1000.00 deduction from their annual income.

- (2) Each Handicapped person shall receive a \$1000.00 deduction from their annual income
- (3) If a member of the household is elderly and handicapped that member shall receive \$2000.00 deduction from their annual income.

C. **MEDICAL AND ATTENDANT EXPENSES.** – The amount by which 3 percent of the annual income of the family is exceeded by the aggregate of -

- (1) Medical expenses, in the case of an elderly or disabled family; and
- (2) Reasonable attendant care and auxiliary apparatus expense for each family member who is a person with disabilities, to the extent necessary to enable any member of the family (including a member who is a person with disabilities) to be employed.

D. **CHILD CARE EXPENSES.** - Childcare expenses, to the extent necessary to enable another member of the family to be employed or to further his or her education.

E. **EARNED INCOME OF MINORS.** - The amount of any earned income of any member of the family who is less than 18 years of age.

F. **TRAVEL EXPENSES.** - Excessive travel expense, not to exceed \$25 per family per week, for employment - or education-related travel.

G. **OTHER AMOUNTS.** - Such other amounts as may be provided in the Indian Housing Plan for an Indian Tribe.

1.3. **AFFORDABLE HOUSING** - (From PL 104-330) - The term “**affordable housing**” means housing that complies with the requirements for affordable housing under Title II. The term includes permanent housing for homeless persons who are persons with disabilities, transitional housing, and single room occupancy housing.

1.4. **ANNUAL INCOME** - (From 24 CFR Part 1000) - The term “**Annual income**” includes:

- A. Wages, salaries, tips, commissions, etc.;
- B. Self-employment income;
- C. Farm self-employment income;
- D. Interest, dividends, net rental income, or income from estates or trusts;

- E. Social Security or railroad retirement;
- F. Supplemental Security Income (SSI);
- G. W-2, G.A.P., or other public assistance or public welfare programs;
- H. Retirement, survivor, or disability pensions; and
- I. Any other sources of income received regularly, including Veterans' (VA) payments, unemployment compensation and alimony.

NAHASDA requires tribes to use one (1) of three (3) methods for determining a families ANNUAL INCOME. HUD allows tribes the option of selecting just one as their "standard", or "the one that best fits the needs of the family". In other words, one family could use one set of guidelines while a second family used a different set of guidelines. Details on all three (3) that are allowable by HUD are spelled out in HUD/ONAP "NAHASDA Guidance Bulletin 99-02".

See Appendix **2** for a Copy of HUD/ONAP's "**NAHASDA Guidance Bulletin 99-02**".

- 1.5. **CHILD** - The term "**Child**" means a member of the family, other than the Lessee(s) or spouse, who is under eighteen (**18**) years of age.
- 1.6. **CHILD CARE PAYMENTS** - (*Tribal Interpretation*) - The term "**Child Care Payments**" is broken down two ways.
 - A. **INCOME.** Child care payments *RECEIVED* are considered to be income for the purposes of determining ANNUAL INCOME.
 - B. **EXPENSE.** Child care payments *PAID OUT* are considered to be an eligible expense for the purposes of determining ADJUSTED ANNUAL INCOME.
- 1.7. **CLIENT** - (*Tribal Interpretation*) - The term "**Client**" means, an individual receiving affordable housing services from the **Housing Authority**
- 1.8. **DRUG - RELATED CRIMINAL ACTIVITY** - (*From PL 104-330*) - The term "**drug-related criminal activity**" means, the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as such term is defined in Section 102 of the Controlled Substances Act).
- 1.9. **ELDERLY FAMILIES AND NEAR - ELDERLY FAMILIES** - (*From PL 104-330*) - The terms "**elderly family**" and "**near-elderly family**" mean a family whose head (or his or her spouse), or whose sole member, is an elderly person or a near-elderly person, respectively. Such terms include **2** or more elderly persons or near-elderly persons living together, and **1** or more such persons

living with **1** or more persons determined under the Indian Housing Plan for the agency to be essential to their care or well being.

- 1.10. **ELDERLY PERSON** - (From PL 104-330) - The term “**elderly person**” means a person who is at least **62 years of age**.
- 1.11. **EXTENDED FAMILY MEMBER** - (Tribal Interpretation) - The term “**extended family member**” means, a family that includes in one household, near relatives, in addition to a nuclear family. More specifically, an Aunt, Uncle, Son-in-Law, Daughter-in-Law, Sister-in-Law, Brother-in-Law, Niece, Nephew, Grandparent, Grandchildren, Stepsister, Stepbrother, and First Cousin who live with a nuclear family.
- 1.12. **FAMILY** - (From PL 104-330 & 24 CFR Part 1000) - The term “**family**” includes a family with or without children, an elderly family, a near-elderly family, a disabled family, and a single person as determined by the Indian tribe.
- 1.13. **HOMEBUYER** - (NAIHC Working Aid) - The term “**Homebuyer**” means, a member or members of a lower income family who have executed a Homebuyer agreement with the **Housing Authority** and who has **NOT** yet achieved homeownership.
- 1.14. **HOMEBUYER AGREEMENT** - (NAIHC Working Aid) - The term “**Homebuyer Agreement**” means the **Mutual Help and Occupancy Agreement**. See MHOA below.
- 1.15. **HOMEBUYER PAYMENT** - (From 24 CFR Part 1000) - The term “**homebuyer payment**” means, the payment of a family purchasing a home pursuant to a *lease purchase* agreement.
- 1.16. **HUD** - (Abbreviation) - The abbreviation “**HUD**” means, The United States Department of **Housing and Urban Development**.
- 1.17. **INCOME** - (From PL 104-330) - The term “**income**” means income from all sources of **each member** of the household, as determined in accordance with criteria prescribed by the Secretary, except that the following amounts **may not** be considered as income under this paragraph:
 - A. Any amounts not actually received by the family.
 - B. Any amounts that would be eligible for exclusion under Section 1613(a)(7) of the Social Security Act.
- 1.18. **INDIAN** - (From PL 104-330) - The term “**Indian**” means, any person who is a member of an Indian tribe.

- 1.19. **INDIAN AREA** - (From 24 CFR Part 1000) - The term “**Indian area**” means the area within which an Indian tribe operates affordable housing programs or the area in which a Tribally Designated Housing Entity (TDHE) is authorized by one or more Indian tribes to operate affordable housing programs.

Locally this has been defined in the IHP as the boundaries of the Red Cliff Indian Reservation for the purposes of providing housing assistance, as Bayfield County.

- 1.20. **INDIAN TRIBE** - (From PL 104-330) - The term “**Indian Tribe**” means, a tribe that is a federally recognized tribe or state recognized tribe.

- 1.21. **LEASE HOLDER** – (Tribal Interpretation) - The term “**Lease Holder**” means, the individual who executes the dwelling lease. This can be a Rental Lease Agreement or a Homebuyer (MHOA) Lease Agreement.

- 1.22. **LIVE-IN AIDE** - (Tribal Interpretation) - The term “**Live-in Aide**” shall mean, a person who resides with an elderly, disabled or handicapped person or persons and who:

- A. Is determined by the **Housing Authority** to be essential to the care and well-being of person(s);
- B. Is **NOT** obligated for support of the person(s); and
- C. Would **NOT** be living in the unit except to provide necessary supportive services.

A relative may qualify as a “**Live-in Aide**” if **ALL** of these conditions are met. An elderly, disabled or handicapped person needing the “**Live-in Aide**” does **NOT** have to be the head, spouse, or sole member of the family. Therefore it is **NOT** necessary to qualify as an elderly family in order to have a “**Live-in Aide**”. It should also be noted that a “**Live-in Aide**” does **NOT** qualify for continued occupancy as a remaining family member.

- 1.23. **LOW - INCOME FAMILY** - (From PL 104-330) - The term “**low-income family**” means, a family whose income does not exceed **80** percent of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may, for purposes of this paragraph, establish income ceilings higher or lower than **80** percent of the median for the area on the basis of the findings of the Secretary or the agency that such variations are necessary because of prevailing levels of construction costs or unusually high or low family incomes.

- 1.24. **MEDIAN INCOME** - (From PL 104-330) - The term “**median income**” means, with respect to an area that is an Indian area, the greater of -

- A. The median income for the Indian area, which the Secretary shall determine; or
 - B. The median income for the United States.
- 1.25. **MHOA** - (*Abbreviation*) - The abbreviation “**MHOA**” means, **Mutual Help and Occupancy Agreement**. This is a legally binding contract, set up between the **Housing Authority** and participants of the Mutual Help (Homeownership program), that governs the terms and conditions of Occupancy in a home financed through the Mutual Help program.
- 1.26. **NAHASDA** - (*From PL 104-330*) - The abbreviation “**NAHASDA**” means, the **Native American Housing Assistance and Self-Determination Act** of 1996.
- 1.27. **NEAR - ELDERLY PERSON** - (*From PL 104-330*) - The term “**near-elderly person**” means, a person who is at **least 55 years of age** and **less than 62 years of age**.
- 1.28. **NONPROFIT** - (*From PL 104-330*) - The term “**nonprofit**” means, with respect to an organization, association, corporations, or other entity, that no part of the net earnings of the entity inures to the benefit of any member, founder, contributor or individual.
- 1.29. **NUCLEAR FAMILY** - The term nuclear family for the purpose of this policy Generally means Lease holder, spouse or significant other, and dependent children. The Nuclear Family may also include a dependent parent.
- 1.30. **PERMANENT STAYS** - The term “**permanent stay**” means, a stay that exceeds 15 calendar days. After obtaining housing, leaseholders often seek permission for others to live in their leased home. If that stay is going to be PERMANENT, then permission to do so must first be sought, from the **Housing Authority**, by the leaseholder. Such requests require additional **Housing Authority** processing, review and approval as outlined within the **Housing Authority’s** ADMISSIONS Policy.
- 1.31. **PERSON WITH DISABILITIES** - (*From 24 CFR Part 1000*) - The term “**person with disabilities**” means, a person who -
- A. Has a disability as defined in Section 223 of the Social Security Act;
 - B. Has a developmental disability as defined in Section 102 of the Developmental Disabilities Assistance and Bill of Rights Act;
 - C. Has a physical, mental, or emotional impairment which -
 - (1) Is expected to be of long-continued and indefinite duration;

- (2) Substantially impedes his or her ability to live independently; and
 - (3) Is of such a nature that such ability could be improved by more suitable housing conditions.
- D. The term “**person with disabilities**” includes persons who have the disease of acquired immunodeficiency syndrome (AID’s) or any condition arising from the etiologic agent for acquired immunodeficiency syndrome.
- E. Notwithstanding any other provision of law, no individual shall be considered a person with disabilities, for purposes of eligibility for housing assisted under this part, solely on the basis of any drug or alcohol dependence. The Secretary shall consult with Indian tribes and appropriate Federal agencies to implement this paragraph.
- F. For purposes of this definition, the term “**physical, mental or emotional impairment**” includes, but is not limited to:
- (1) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems:
 - (a) Neurological;
 - (b) Musculoskeletal;
 - (c) Special sense organs;
 - (d) Respiratory;
 - (e) Speech organs;
 - (f) Cardiovascular;
 - (g) Reproductive;
 - (h) Digestive;
 - (i) Genito-urinary;
 - (j) Hemic and lymphatic;
 - (k) Skin;
 - (l) Endocrine; or
 - (2) Any mental or psychological condition, such as:
 - (a) Mental retardation;

- (b) Organic brain syndrome;
 - (c) Emotional or mental illness; and
 - (d) Specific learning disabilities.
- (3) The term “***physical, mental, or emotional impairment***” includes, but is not limited to, such diseases and conditions as:
- (a) Orthopedic, visual, speech, and hearing impairments;
 - (b) Cerebral palsy;
 - (c) Autism;
 - (d) Epilepsy;
 - (e) Muscular dystrophy;
 - (f) Multiple sclerosis;
 - (g) Cancer;
 - (h) Heart disease;
 - (i) Diabetes;
 - (j) Human Immunodeficiency Virus infection;
 - (k) Mental retardation;
 - (l) Emotional illness;

1.32. **SERVICE AREA** - See “*Indian Area*” above.

1.33. **SIGNIFICANT OTHER** - The term “***Significant Other***” means, someone who is **NOT** married to, but is residing with another person, and is treated equally on lease documents executed with the **Housing Authority**.

1.34. **TEMPORARY STAYS** - (*Tribal Interpretation*) - The term “***temporary stay***” means, one that does **NOT** exceed fifteen calendar days. After obtaining housing, leaseholders often seek permission for others to live in their leased home. If the length of that stay is going to exceed fifteen calendar days, then permission for continued occupancy must be sought, from the **Housing Authority**, by the leaseholders.

Note: Stays beyond fifteen calendar days are deemed “*permanent*” and require additional **Housing Authority** processing. Review and approval will be in accordance with the procedures outlined in the **Housing Authority’s ADMISSIONS Policy**.

SECTION 2

ELIGIBILITY FOR ADMISSION

- 2.1. **General.** The SINGLE FAMILY RENTAL, ELDERLY APARTMENT RENTAL, , and HOMEOWNERSHIP programs, managed by the Housing Authority are all funded by the Department of Housing and Urban Development (HUD). Under FEDERAL LAW (NAHASDA), these programs are intended to serve those “families” who are classified as “low-income at the time of initial occupancy” (see Section 1, Para 1.25. of this document for HUD definition of low-income).
- 2.2. **Age Requirements.** The applicant must be at least eighteen (18) years of age on the date the application is filed.
- A. Leases, rental agreements, MHOA’s and other legal documents must be executed by an adult.
 - B. The Red Cliff Band of Lake Superior Chippewa recognizes those who are eighteen (18) years of age and older as “adults”.
- 2.3. **Adding Additional Individuals to the Household Composition After Move-In.**
- A. From time-to-time, clients desire to add additional individuals to their Household Composition after they have moved into a unit.
 - (1) Stays of over thirty days require Housing Authority permission.
 - B. The following procedures apply to those clients who want to add additional individuals to their household following assignment of a leased unit, move-in, and execution of the Rental Lease / Homebuyer (MHOA) Agreement.
 - (1) If a leaseholder should later desire to have a friend or family member reside in his / her leased home, they may do so if they first seek permission from the Housing Authority.
 - (a) The leaseholder must submit his / her written request to the Housing Authority and identify whom they want to stay in the home, why, and for how long.
 - (b) The Housing Authority shall review the request.
 - 1. If it is determined that the individual is ineligible for housing because of a criminal background problem,

they owe the Housing Authority any money (outstanding debts) and do not have a payback agreement in place for their debt, or other similar REJECTION Criteria (as defined in Section 5 of this document), then the request shall be denied.

2. If it is determined that the individual is eligible for housing, under **ALL** other criteria outlined in the Admissions Policy, then the request for a “*temporary*” stay may be approved.

(2) **Permanent.** If a leaseholder should later desire to have a friend or family member reside in his / her leased home, they may do so if they first seek permission from the Housing Authority.

- (a) The leaseholder(s) must submit a written request to the Housing Authority and identify whom they want to stay in the home and why.
- (b) If there is more than one (1) signatory to the Rental Lease / Homebuyer (MHOA) Agreement, then both must sign the request letter.
- (c) The leaseholders must complete new “Household Composition / Income” forms and submit them to the Housing Authority.

See Appendix 3 for a Sample of the Housing Authority’s “Household Composition” form.

See Appendix 4 for a Sample of the Housing Authority’s “Household Income” form.

- (d) The individual(s) to be added to the household, if over eighteen (18) years of age, must sign the “Authorization for Release of Information” forms and submit them to the Housing Authority.

See Appendix 5 for a Sample of the Housing Authority’s “Authorization for Release of Information” form.

See Appendix 6 for a Sample of HUD’s “Authorization for Release of Information” form.

- (e) The individual to be added to the household, if over eighteen (18) years of age, must also complete a State of Wisconsin

“Criminal History Record Request” form and return it to the Housing Authority.

See Appendix 7 for a Sample of the State of Wisconsin “Criminal History Record Request” form.

- (f) The staff shall review all of the information on this individual(s) in a timely manner (not to exceed fourteen (14) calendar days from date of receipt of all required information). If they are found to be in compliance with the requirements of this Policy, then they shall be approved for residence in the home.
- (g) The staff shall prepare the necessary addendum to the Rental Lease / Homebuyer (MHA) Agreement and have the leaseholder(s) sign / initial / date the changes on the lease (as applicable).

C. Impact on Rent / Homebuyer Payment calculations.

- (1) Incomes for these individuals shall be verified in accordance with standard Housing Authority verification procedures.
- (2) The incomes of these individuals shall be added to the TOTAL HOUSEHOLD INCOME used in the Rent / Homebuyer payment calculation process.
- (3) Rents / Homebuyer payments shall be adjusted accordingly.
- (4) In the event the individuals added are “minors”, the \$1000 per child deduction shall only be applicable when proof of “legal custody” can be shown.
 - (a) Legal custody means a “court order” assigning the child to the leaseholder.
 - (b) A hand written or typed note / letter that has been notarized, and passed from one adult to another assigning custody of a minor, DOES NOT constitute “legal custody”.

2.4. Discrimination.

- A. Because the programs managed by the Housing Authority are publicly funded, the Housing Authority shall NOT deny anyone the opportunity to apply for these Federally assisted housing programs.

- B. By law (NAHASDA), eligibility shall be focused on qualified “Indian” families with “low-incomes”.
- C. Specific criteria, as outlined within this document, shall be used as the basis for assigning units managed by the Housing Authority.

2.5. **Enrollment Status.**

- A. Housing assistance programs managed by the Housing Authority provide housing assistance as a first priority to enrolled members of the Red Cliff Band.
- B. Applicants may prove “enrollment” status by providing the Housing Authority with:
 - (1) A copy of their Red Cliff Tribal “Enrollment Card”.
 - or
 - (2) A letter from the Red Cliff Tribal Enrollment office attesting to their enrollment status. The letter must include their name, date of birth, and enrollment number. Additionally, the letter must be signed by a Tribal Enrollment Office staff member in order to be valid.
- C. In the event the applicant fails to provide proof of “enrollment” status, the Housing Authority staff is equipped to verify “enrollment” status. This shall be done by use of the Tribal Enrollment computer database provided by the Tribal Enrollment Office.

2.6 **Family.** An applicant must qualify as a Family and within one of three family categories, which is defined by the Housing Authority, as:

A. **Red Cliff Family**

- (1) Two (2) or more persons who are related by blood, marriage, or operation of law and who have evidenced a stable family relationship; or
- (2) A single person who lives alone and intends to live alone and does **NOT** qualify as an elderly family, displaced person, or remaining member of a tenant family; or
- (3) A single person who is elderly or near-elderly, handicapped, disabled, displaced, or the remaining member of a tenant family.

And;

- (4) A family which has legal custody of children who are enrollees of the Red Cliff Band of Lake Superior Chippewa

- (5) Enrollment in the Red Cliff Band of Lake Superior Chippewa by an applicant or spouse.
- B. **Indian Family.** An Indian Family is defined by the Housing Authority, as a family where either spouse or significant other is an enrolled member of a federally recognized Indian Tribe, other than Red Cliff.
- C. **Non-Indian Families.**
- (1) If an applicant qualifies as a Family but does NOT qualify as a Red Cliff Family or Indian Family, the Housing Authority will place the family on the “Other Families” wait list, all Indian Families shall be served before non-Indian families are served.
 - (2) ***Non-Indian Families*** shall **NOT** be allowed to participate in any tribally sponsored Homeownership programs.

2.7. Home / Trailer Home Ownership

- A. From time-to-time, and families apply for Federally Subsidized Housing Assistance. The **Housing Authority** will accept applications in this instance provided the applicant can demonstrate one of the following:
- (1) The home / trailer home **NO** longer meets their needs (i.e. family has grown and it now **OVERCROWED**).
 - (2) The home / trailer home has been determined to be **SUB-STANDARD**.
 - (3) The home / trailer home has deteriorated and is no longer safe and sanitary.
- B. If one of those three (3) criteria are met, then the applicant can be eligible for Housing Assistance programs. Before award of a unit and move-in, however, the applicant must provide the Housing Authority proof that the home / trailer home has been disposed of and that they NO LONGER hold title to or an interest in it.
- (1) To prove this, the applicant must present proof, in the form of a “legally” executed document (i.e., bill of sale for the property, deed transfer, etc.), clearly showing that the home / trailer home has been disposed of.
 - (2) Said “original” legal documents must be provided to the Housing Authority staff so that they can be verified, copied, and then attached to the Housing Assistance application.

- (3) This provides the back-up necessary should the Housing Authority staff be questioned about providing Housing Assistance to a family who already owns a home / trailer home.

2.8 Homeownership Training / Counseling.

As we rely on the private sector more and more to help finance new home construction for our HOMEOWNERSHIP programs, we have found that many lending institutions now require potential homebuyers to attend HOMEBUYERS TRAINING CLASSES. Where applicants have been accepted into any type of homeownership program which requires homebuyer training, the Housing Authority shall assist in providing such training, and the Homebuyer shall participate to meet program requirements.

2.9. Income Eligibility Criteria / Guidelines.

A. Eligibility for Housing Assistance (Based on Income). HUD and NAHASDA require that Tribes / TDHE's utilize the most advantageous of three published methods for determining "**income eligibility**". Those three are:

- (1) Annual Income, as defined for HUD's Section 8 Program (24 CFR Part 5).
- (2) Annual Income, as reported under the Census Long- Form for the most recent available decennial Census.
- (3) Adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 Series for Individual Federal Annual Income Tax purposes.

See Appendix 2 for a Sample of all three (3), as published by HUD, in NAHASDA Guidance Bulletin 99-02.

- (4) The Housing Authority has elected to utilize the Census Long Form and Internal Revenue Service Form 1040 as the basis for determining income eligibility for Housing Assistance programs managed by the Red Cliff Tribal Housing Authority.

B. Annual income includes, but is **NOT limited to:**

- (a) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
- (b) The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall **NOT** be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. 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 invested 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. An allowance for depreciation is permitted only as authorized in Section **2**, Para **2.10.B.(2)(b)** of this document. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family 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 amounts 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 amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in Section **2**, Para **2.10.B.(3)(n)** of this document);
- (e) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in Section **2**, Para **2.10.B.(3)(c)** of this document);
- (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:

1. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
 2. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under Section **2**, Para **2.10.B.(2)(f)2/** of this document shall be 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 organizations or from persons not residing in the dwelling;
- (h) All regular pay, special pay and allowances of a member of the Armed Forces (except as provided in Section **2**, Para **2.10.B.(3)(g)** of this document).
- (3) **Annual Income** does NOT include the following:
- (a) Income from employment of children (including foster children) under the age of **18 years**;
 - (b) Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
 - (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 (except as provided in Section **2**, Para **2.10.B.(2)(e)** of this document);
 - (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, as defined in 24 CFR Part 5, Sec. 5.403;
- (f) The full amount of student financial assistance paid directly to the student or to the educational institution;
- (g) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- (h)
 - 1. Amounts received under training programs funded by HUD;
 - 2. Amounts received by a person with a disability 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);
 - 3. 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;
 - 4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (**NOT** to exceed **\$200** per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are **NOT** limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. **NO** resident may receive more than one such stipend during the same period of time;
 - 5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program;

- (i) Temporary, nonrecurring or sporadic income (including gifts);
- (j) Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
- (k) Earnings in excess of **\$1000** for each full-time student **18 years old** or older (excluding the Leasee and spouse);
- (l) Adoption assistance payments in excess of **\$1000** per adopted child;
- (m) Does **NOT** apply to Tribes / TDHE's.
- (n) Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.
- (o) Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
- (p) Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
- (q) 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 any program to which the exclusions set forth in 24 CFR 5.609(c) apply. A notice will be published in the Federal Register and distributed to PHA's and housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.

C. Estimating Income.

- (1) In some cases, an applicant (or his / her spouse, significant other, or other family member) may have only been working for a short period of time and has yet to establish a full twelve (**12**) month salary history.

(2) In those cases, the applicants' annual Household Income shall be determined by **estimating** the **anticipated** total income from **ALL** sources to be received by the head of household, spouse, and additional members of the family over the next twelve (12) months.

(3) For example:

(a) Only one in the family who is employed. He / she has only been working for the past three (3) months.

Earnings for the first month were	\$1,525
Earnings for the second month were	\$1,250 and
Earnings for the third month were	\$1,800

(c) Total income for that three (3) month period was **\$4,575**.

(d) The three (3) month total (**\$4,550**) shall be divided by three (3) to yield a monthly average of **\$1,525**.

(e) The monthly average (**\$1,525**) is then multiplied by twelve (12) to get an **estimated annual income** of **\$18,300**.

D. **No Reported Income.** When an applicant reports no income, see minimum income requirements.

E. **Maximum Allowable Income.** The applicant must qualify as a low income family. That being, a family whose income does NOT exceed 80% of the median income for the area (i.e., State / County) or the National Average (for the United States), whichever is greater.

(1) Before an applicant can be considered for any HUD funded Housing Assistance programs, the Housing Authority staff must verify that the applicant's Household Income does NOT exceed the limits established by HUD.

(1) The Housing Authority staff shall consult the HUD income tables to help them determine if the family meets the "low income" threshold established by HUD.

(3) For purposes of determining "low-income", HUD publishes income limits on an annual basis.

See Appendix 8 for a complete listing of "Median Area Income Tables", as published by HUD, for Bayfield County, and surrounding Counties.

- (4) The incomes, reflected in *Appendix 8* of this document, reflect **GROSS** Household income. HUD allows adjustments to that GROSS amount (which yields the “*adjusted*” income), for purposes of determining the applicants monthly payment.
- (5) The table (below) compares the MAXIMUM allowable income limits set by HUD, for **Old Housing** County, against the National Average (established on **4/6/01**).
 - (a) This table illustrates what is current, as of the publication date, of this document.
 - (b) Because the HUD income tables are updated annually, it is imperative that the **Housing Authority** staff utilize the most current table available. They can be found by clicking on ***INCOME LIMITS***, on HUD’s WEB site, at the following address:

<http://www.huduser.org/datasets/il.html>
- (6) Because the National Average is higher than Old Housing County, HUD mandates that the Red Cliff Tribal Housing Authority utilizes the “National Average”. That is also illustrated on the table below.
- (7) To be eligible for Housing Assistance programs funded by HUD, and managed by the Red Cliff Tribal Housing Authority, applicants CAN NOT exceed the “National Average” income limits.

F. **Maximum Allowable Income Limits (Exception)**. The Housing Authority may waive the maximum allowable income limit requirement under the following circumstances:

If ALL conditions outlined in the federal regulations are met, and the Board of Commissioners has approved the applicant’s request for a waiver, the Housing Authority may move forward to provide the following types of assistance to non-low-income tribal families:

- (a) **Homeownership Activities** under Section 202(2) of NAHASDA, which may include assistance in conjunction with loan guarantees under the Section 184 program (24 CFR part 1005).
- (b) **Model Activities** under Section 202(6) of NAHASDA.

(c) **Loan Guarantee Activities** under Title VI of NAHASDA.

G. **Minimum Allowable Income.**

- (1) In addition to qualifying as a “*low-income*” family (as defined in this document), applicants must also have Income sufficient to comply with the basic program requirements for which they are applying.
- (2) Housing Assistance program participants are required to satisfy obligations such as Minimum Rent, User Fees, Utilities, Maintenance, etc.
- (3) Before an applicant will be considered for any Housing Assistance programs operated by the Red Cliff Housing Authority, the applicant must demonstrate that he / she has a minimum monthly income of \$250/month.

H. ***Minimum Allowable Income Limits (Exception)***. Under certain humanitarian circumstances, the “*minimum income*” requirement may be waived.

- (1) Such waivers shall be handled on a case-by-case basis (through the standard **Housing Authority** Appeal Process).
- (2) Such waivers require approval by the Board of Commissioners.
- (3) If selected, under a waiver, such applicants shall be required to sign a statement verifying that they are aware that they are below income and that they feel they are able to meet and maintain their monthly payment obligations.
- (4) Such applicants shall also be advised that failure, on their part, to maintain their monthly payment obligations is grounds for removal from the program and / or eviction (as applicable).

2.10. **Primary Residence.** The applicant shall utilize the home, acquired through or assisted by the Housing Authority as his / her “*primary*” residence.

2.11. **Priorities for the Assignment of Housing.**

- A. Other criteria notwithstanding (i.e., local laws regarding the leasing of Trust Land for HOMEOWNERSHIP Programs), NAHASDA legally allows for "**LOW - INCOME INDIAN FAMILIES**" to be given priority in housing funded under the NAHASDA Indian Housing Block Grant (IHBG).
- B. Locally, that has been further defined as "ENROLLED MEMBERS OF THE RED CLIFF BAND OF LAKE SUPERIOR CHIPPEWA". Assignment of units shall be based on the following priority order (as outlined in our Indian Housing Plan).
 - (1) Enrolled Red Cliff Tribal Members, whose enrollment status has been verified. If there are NO other Enrolled Red Cliff Tribal Members waiting for housing, then units can be awarded to:
 - (2) Other Native Americans, whose enrollment status can be verified. If there are NO other Enrolled Native Americans waiting for housing, then units can be awarded to:
 - (3) All Other families.
- C. **Impact on Enrolled Tribal Members who are Minors.**
 - (1) Eligibility for housing assistance, using the "*ENROLLED RED CLIFF TRIBAL MEMBER*" preference criteria, can be extended to minors under certain circumstances.
 - (2) Typically, this would involve children (under **18**) who are recognized as "*ENROLLED RED CLIFF TRIBAL MEMBERS*" but reside with a non-enrolled parent / guardian who can show proof of parenthood, proof of legal custody or proof of legal guardianship.
 - (3) The non-enrolled parent / guardian would be the "*temporary*" or "*interim*" leaseholder thereby assuring the underage "*tribal member*" has access to housing.

2.12. **Special Consideration for Elderly Units.**

- A. **Age.** For the most part, age (**62**) is used as the primary eligibility factor in assigning individuals to Elderly apartments managed by the **Housing Authority**. (See Section **1**, Para **1.8. & 1.9.** of this document for definitions).
- B. **Near-Elderly.** In the event that the **Housing Authority** is experiencing vacancies within the elderly housing program, and all efforts to fill the unit (i.e., advertising, outreach, etc.) with an **ELDERLY** individual (**62** years of age or older) have failed, then a **NEAR-ELDERLY** applicant (**55** years of age or older) may be considered for placement in an elderly unit.

- C. **Disabled / Handicapped.** In the event that the **Housing Authority** is experiencing vacancies within the elderly housing program, and all efforts to fill the unit (i.e., advertising, outreach, etc.) with an ELDERLY or NEAR-ELDERLY have failed, then a DISABLED / HANDICAPPED applicant may be considered for placement in an elderly unit.
- (1) Before award of an elderly unit, under these circumstances, the **Office Manager** shall place an ad on the public access channel to document the effort done in an effort to fill the vacant unit with an ELDERLY or NEAR-ELDERLY tenant.
 - (2) The applicant must provide proof of “*disability*” and / or “*handicap*” as defined in Section 1, Para 1.32. of this document. Said proof must be in writing and from a State / Federal agency or Medical Doctor (MD) who is in a position to make such determinations.
 - (3) That letter / document must be on Doctor / Clinic / Hospital / Agency letterhead.
 - (4) All of these shall be used to provide back-up, should the **Housing Authority** staff be questioned about putting a younger person with disabilities into an elderly unit.

2.13. **Market Based Rental Program.**

- A. The **Housing Authority** also offers Housing Assistance (apartments) for rent to qualified individuals through our Market Based Rental Program.
- B. Other admissions criteria notwithstanding, any individual who can demonstrate the ability to pay, can apply for and rent a home or apartment under this program.
- C. Applicants utilizing this program should be aware that there are **NO** UTILITY ALLOWANCES factored in as there are under the typical HUD Low Income Rental Programs.
- D. The rents that are established for this program are set by the Housing Authority and at the time of the approval of these policies, are set at:
1 bedroom apartment: \$400
2 bedroom apartment \$425

SECTION 3

APPLICATION PROCESS

3.1. **General.** The application is the basic record of each family / person applying for Housing Assistance. Each applicant shall be required to provide **ALL** information requested on the application and to sign **ALL** necessary forms, documents, and certifications. Information and statements made by the applicant are subject to verification.

3.2. **Applications.** Families who desire to participate in a Housing Assistance program, managed by the Housing Authority, must begin the process with an application. A standard "Housing Assistance Application" form has been designed to gather enough information to allow a full assessment of the family's eligibility, consistent with Federal and Red Cliff Tribal requirements at the time of submission.

See Appendix 9 for a Sample of the Housing Authority's standard "Housing Assistance Application" form.

The Housing Authority staff shall prepare Application Packages and make them available to individuals interested in Red Cliff Tribal Housing Authority programs. The standard Application Package includes a variety of forms & documents as show in Appendix's: 3, 4, 5, 6, 7, 9, 12

3.3. **Availability of Applications.** Applications are available during regular business hours of the Housing Authority.

3.4. **Completing the Application.**

A. Applicants can take the application home with them to fill out, or they may request assistance from the Office Manager (or other Housing Authority staff) if so desired.

B. The applicant is responsible for completing the application and signing it, using ink. The applicant is also responsible for providing **ALL** of the information requested and accurately completing the application.

C. The applicant is required to respond to a variety of questions on the application. The responses to those questions are used to evaluate the applicant's eligibility and assignment to one of several waiting lists. When filling out the application, applicants are encouraged to:

(1) Print Neatly and Legibly;

(2) Answer all questions by filling in the desired response(s);

(3) Mark appropriate block(s);

and

(4) Provide narrative response(s) where requested.

- D. Applicants are required to provide **ALL** documentation requested in a timely manner. Failure to do so will delay processing of the application and placement on the appropriate waiting list(s).
- 3.5. **Supporting Documents.** When required to provide **supporting documentation**, applicants have two (2) options.
- A. **Originals.** They may hand deliver the originals to the Housing Authority. Housing Authority staff shall make copies, attach them to the application, and return the originals to the applicant.
- B. **Copies.** Copies are acceptable and they may be hand delivered or mailed (first class) to the Housing Authority office. The Housing Authority staff shall attach the copies to the application,
- 3.6 **Examples of Information / Documents Required.** Examples, of the types of typical information and / or documentation required to support an application, are as follows:
- A. **Assets.** Applicants are required to list any home or trailer home they own.
- B. **Credit Card / Loan Payment History (Mutual Help Program).**
- (1) ALL applicants, applying for Homeownership Programs, must have a satisfactory credit history.
 - (2) To help the Housing Authority staff evaluate that, applicants are required to provide general information on CREDIT CARD and LOAN payment histories. This can be accomplished by providing the Housing Authority with copies of paid receipts, bank statements, etc.
 - (3) Formalized Credit Bureau type CREDIT CHECKS shall NOT be done by the Housing Authority for rental programs, however, they are required for ALL Homeownership programs.
 - (4) Lack of a credit history (as opposed to a poor history) shall NOT be sufficient justification to reject an applicant.
- C. **Criminal Background Checks.** Criminal Background Checks will be done on each applicant and adult (listed on the Household Composition form) who is / are seeking Tribal and / or Federal Housing Assistance through the Red Cliff Tribal Housing Authority. The paperwork (State Form DJ-LE-250 – Criminal History Record Request) required to initiate the Criminal Background Check shall be completed at the time the application for Housing Assistance is filed. The original shall be submitted to the State.

See Appendix **7** for a Sample of State of Wisconsin “Criminal History Record Request” form.

- (1) **Authority.** The authority to do Criminal Background Checks is stipulated in NAHASDA (Public Law 104-330 and Federal Regulation 24 CFR Part 1000).
- (2) **Purpose.** The purpose for the Criminal Background Check is to provide a means by which the Housing Authority staff can verify statements made by the applicant on his / her application for Tribal and / or Federal Housing Assistance. They are also used to ensure that the applicant, and / or his / her family members who intend to reside in the home, are NOT disqualified for Housing Assistance by one or more of the "rejection criteria" outlined in Section 5 of this document.
- (3) **Right of Refusal.**
 - (a) While the Housing Authority can NOT force an applicant, or any member of his / her family who intends to reside in the unit, to submit to a Criminal Background Check - it is a required part of the screening process.
 - (b) In the event an applicant or any member of his / her family who intends to reside in the unit, refuses to submit to the State of Wisconsin Criminal History Record Request, then the application screening process shall be halted. Without it, the Housing Authority staff will NOT be able to further process the application. In effect, this renders the application “incomplete”.
 - (c) “Incomplete” applications result in the applicant NOT being placed on the waiting list for any Tribal and / or Federal Housing Assistance program managed by the Red Cliff Housing Authority.
- (4) **Validity Period.** Criminal Background Checks shall be valid for a period of twelve months. If an applicant has NOT been placed in a home within that twelve month period, the Housing Authority staff shall resubmit the Criminal Background Check during annual recertification of waiting list applicants.

- (5) **Maintaining Confidentiality and Disposition.** Federal laws limit how the Housing Authority staff may use this information. The local guidelines, listed here, shall be adhered to.
- (a) ALL Criminal Background Checks are reviewed as part of the application screening process.
 - (b) Criminal Background Checks, that are returned by the State with NEGATIVE criminal background information, shall be marked "OK", dated and filed in the background check file. A note indicating the completion of background check is included in the applicants file. This allows the application screening process to move forward.
 - (c) Criminal Background Checks, that are returned by the State with POSITIVE criminal background information, shall be retained by the Housing staff in a secure file. The Occupancy Staff shall review the report and decide if there are grounds (See Rejection Criteria in Section 5 of this document) for denying Housing Assistance to the applicant.
 - 1. While there may be "criminal activity" noted on the report, it may be such that it does NOT warrant disqualifying the applicant. In that case, the Occupancy Staff shall mark the report "OK". A copy of the cover sheet would then be forwarded to the Office Manager for inclusion in the applicants file. This allows the application screening process to move forward.
 - 2. If the "criminal activity" were such that it warranted disqualifying the applicant, the Occupancy Staff would mark the report "NOT ELIGIBLE FOR HOUSING ASSISTANCE" and denote the applicable Rejection Criteria listed in Section 5 of this document. The Occupancy Staff would then place a copy of the cover sheet in the applicants file. The application screening process would be halted at that time.
 - 3. In those cases where the applicant is going to be denied Housing Assistance, staff shall complete the applicant notification letter in accordance with Section 5, Para 5.7. of this document.
 - 4. The details of POSITIVE Criminal Background Reports shall NOT be reproduced.

5. The details of POSITIVE Criminal Background Reports shall NOT be placed in the applicants file.
6. the details of POSITIVE Criminal Background Reports SHALL be retained by staff in a securable file drawer.
7. The details of POSITIVE Criminal Background Reports shall be retained for a period of one (1) year or until no longer needed (which ever comes sooner). Reports shall then be destroyed (shredded) when NO longer needed.

D. **Custody of Minors** (in case of Divorce, Legal Separation, other). Applicants who are divorced, legally separated, or have someone else's children must be able to provide proof that they have LEGAL CUSTODY per court order of ALL minor children listed on their application.

- (1) Divorce. Those who are divorced, must be able to show that they have legal custody of their children.
- (2) Legal Separation. Those who are legally separated, must be able to show that they have legal custody of their children.
- (3) Other. Those who have children, other than their own living with them, must be able to show that they have legal custody of those children.

NOTE: Generally speaking, the proof that is required shall be a court order that shows who has been awarded "legal" custody.

E. **Employment Data.** Applicants (their Spouse / Significant Other and those over 18 who are employed) are required to list their current employer, status (full time / part time / temporary), employers name and address, applicant's position / job title, and length of employment.

F. **Expenses.** Applicants are required to list ALL expenses (rent, child care, child support, medical, educational, etc.). This information is used to determine monthly rent / homebuyer payments.

G. **Extended Family Members.** Extended family member(s) listed on the application shall **NOT** be taken into consideration when determining dwelling unit size eligibility. See Section 1, Para 1.10. of this document for a definition of "***Extended Family Members***".

NOTE: This policy has been necessitated due to persistent fraudulent claims by applicants seeking larger dwelling units. After assignment of a dwelling unit, the extended family members either do **NOT** move in or move out in short order. In so doing, they deprive those families, who really need larger units, from obtaining them.

- H. **Household Composition.** Applicants are required to complete a "Household Composition" form (as included with the Application Package) that lists the names of ALL household members intending to reside in the unit. The relationship (to the applicant) of each person listed, along with Date(s) of Birth and Social Security Number(s) are required.

See Appendix 3 for a Sample of the Housing Authority's "Household Composition" form.

- I. **Household Income.** Applicants are required to disclose ALL sources of income for ALL Household members listed on the "Household Income" form (as included with the Application Package). This information is required because it is one of the KEY criteria used for determining eligibility and subsequent rent / homebuyer payments.

See Appendix 4 for a Sample of the Housing Authority's "Household Income" form.

- J. **Income ((Supporting Documents for Income Verification)).**

(1) **Self Employed.**

- (a) If an applicant is **self-employed**, the Applicants should submit a copy (as applicable) of IRS Form 1040: Including Schedule C Profit or Loss from Business, Schedule E Supplemental Income and Loss, and Schedule F Profit or Loss from Farming.

(2) **Employed by Private, Tribal, State, Federal or Other Employers.**

- (a) Applicants who are employed by Private, Tribal, State, Federal or Other Employers in the local or surrounding communities can have their employment verified by using the Housing Authority's "**Verification of Income**" form.

See Appendix 10 for a Sample of the Housing Authority's "**Verification of Income**" form.

- (3) **ALL** applicants, must sign two (2) "**Authorization for the Release of Information**" forms which authorize the **Housing Authority** to submit an INCOME VERIFICATION check, on the

applicants behalf. See Section **3**, Para **3.6.O.** of this document for further details on “**Authorization for the Release of Information**” forms.

- (4) The Income Verification check is done as part of the screening process to determine the eligibility of new applicants. It is also done for annual re-examinations and periodic (interim) reviews.
- (5) Applicants must meet the “**low-income**” criteria outlined in Public Law 104-330, the NAHASDA Final Rule (24 CFR Part 1000) and Section **1**, Para **1.25.** of this document, to be eligible for those Housing Programs managed by the **Housing Authority**.

NOTE: Applicants must meet this “income” threshold criteria at “time of entry” into the program.

Preference Areas

- K. **Pregnancy Status.** Applicants seeking Housing Assistance may present a written statement from their Doctor to verify that they are pregnant which will be taken into consideration when assigning the applicant to the appropriate wait list.
- L. **References.** Applicants are encouraged to provide references who are willing to attest to an applicant’s character as well as his / her previous rental and / or credit payment history.
- M. **Release of Information Forms.**
 - (1) Applicants are required to sign and date two (2) forms that authorize the **Housing Authority** staff to request information concerning eligibility for Tribal and / or Federal Housing Assistance.
 - (2) The first of these is a **Housing Authority** form titled “**Authorization for the Release of Information**”.
See Appendix **5** for a Sample of the **Housing Authority’s** “**Authorization for the Release of Information**” form.
 - (3) The second is HUD Form 9886 titled “**Authorization for the Release of Information / Privacy Act Notice**”.
See Appendix **6** for a Sample of HUD’s “**Authorization for the Release of Information / Privacy Act Notice**” form.
 - (4) Applicants must also agree to let the **Housing Authority** make copies of said authorizations (as needed). This form shall **only** be

used to verify information pertinent to determining eligibility for Tribal and / or Federal Housing Assistance.

- (5) Failure, on the part of the applicant (or any member of the household who is over eighteen (**18**) years of age), to sign these release forms shall preclude the **Housing Authority** from being able to process an application and thus render the application "*incomplete*".
 - (a) "*Incomplete*" applications result in the applicant **NOT** being placed on the waiting list(s) for the Tribal and / or Federal Housing Assistance Program(s) that they are seeking with the **Housing Authority**.

P. **Rental History.** Applicants are required to provide general information on past / present Rentals. This includes the name of the person / agency from whom they rented, the dates (to and from) that they rented, the landlords / agencies address and phone number. If UNKNOWN, so state.

Q. **Social Security Number.**

- (1) SSN's are required to verify a vast range of information relative to the processing of an application for Housing Assistance. The following is a list of some examples of how ones SSN can be used, but is **NOT ALL** inclusive.
 - (a) Identifying the validity of the person in automated records.
 - (b) Identifying the person in debt collection efforts.
 - (c) Identifying the person in Criminal Record Check efforts.
 - (d) Cross checking the identity of the person for participation in other housing programs.
 - (e) Identifying the person in Social Security Records.
 - (f) Identifying the person in Internal Revenue Service Records.
- (2) The applicant must furnish the Housing Authority with original Social Security Cards for himself / herself and each family member or person listed on the application.
- (4) **NO SSN Card.**

- (a) **Adults.** Those **adult** family members who do **NOT** have a SSN assigned to them, shall certify to that fact, and then immediately apply for an SSN.
 - (b) **Minors.** The Head of Household (or Spouse / Significant Other) must execute a certification that a family member, under eighteen (**18**) years of age either does **NOT** have an SSN Card or that they are going to apply for one immediately.
- (5) **Continued Need for Verification of the SSN.**
- (a) Once a particular family member has documented his SSN, re-verification or re-documentation of the SSN is NOT required unless:
 - (b) The family adds a new member to the Household Composition. The new member must then disclose and document his / her SSN, certify that NO SSN has been assigned, or initiate the process to obtain one.
 - (c) If a family member is assigned a “new” SSN, then that family member must disclose and document his / her new SSN to the Housing Authority staff.
 - (d) If a family member, who previously certified that NO SSN had been assigned to him, is subsequently assigned an SSN, then that new SSN must be disclosed and documented with the Housing Authority immediately.

R. Tribal Enrollment.

Applicants who are enrolled members of the Red Cliff Band or other Indian Tribes must provide proof of enrollment.

- S. Wage Assignment Form.** Applicants, who are employed, are encouraged to execute a “Wage Assignment” form to facilitate monthly Rent / Homebuyer payments. It is NOT mandatory to fill one of these out, however, it is to the applicant’s advantage to do so. “Wage Assignment” forms that are filled out at time of application filing, shall NOT be sent to the applicant’s employer until such time as the applicant is processed for a MOVE-IN and re-affirm that he / she still wants to utilize that payment method.

See Appendix 11 for a Sample of the Housing Authority's "Wage Assignment" form.

3.7. **Certification.** Prior to turning in the completed application, the applicant must certify that **ALL** information contained in the application is true and accurate to the best of his / her knowledge.

3.8. **Filing Applications.**

A. Completed applications should be turned in to the Housing Authority. This can be accomplished by:

(1) Hand delivering them in person

or

(2) Mailing them to the Red Cliff Housing Authority office at 37645 New Housing Road, Bayfield, Wisconsin 54814.

B. Immediately upon receipt, the date and time the application was filed (by using the Housing Authority "received" date stamp) shall be affixed to the application.

C. Applicants should ensure that their application is properly receipted for by the Housing Authority staff as this shall determine a ranking spot on the waiting list(s).

D. After an application has been receipted for, staff shall start a file on the applicant.

3.9. **Completed Applications.**

A. Completed applications shall be reviewed and processed to determine eligibility and subsequent placement on the appropriate waiting list(s). This process is discussed in more detail in Section 4 of this document.

B. Staff shall verify **ALL** information on the application (as submitted by the applicant) that affects eligibility, Household Composition, selection, priority or preferences, annual income, unit size, determination of affordable rent / homebuyer payments, and housing need. This is also discussed in more detail in Section 4 of this document.

3.10. **Confidentiality.**

- A. As with any public housing program, families are required to reveal personal information about themselves and their finances that most citizens are allowed to keep private, and usually choose to keep private.
- B. In many ways, housing clients become vulnerable to harm through others' gossip and ridicule if information about them is NOT kept confidential by Housing Authority staff.
- C. Applicants do NOT give up their right to privacy, simply because they are participating in a Red Cliff Tribal Housing Authority program.
- D. Housing Authority staff shall respect applicants and residents by holding ALL information about them in the strictest of confidence.
 - (1) Client information shall be used, by Housing Authority staff and Housing Board members, ONLY when necessary to “conduct their work” and on a “need to know” basis.
 - (2) Client information shall NOT be released to any individual Housing Authority staff member, EXCEPT as is necessary to “conduct their work” and on a “need to know” basis.
 - (3) Client information shall NOT be released to any individual Housing Board member, EXCEPT as is necessary in the conduct of their work and on a “need to know” basis. Furthermore, such release of client information, to Housing Board members, shall be LIMITED to release at duly called Housing Board meetings.
- E. The violation of a clients confidentiality is grounds for immediate dismissal of the offending Housing Authority staff member and / or removal from office by the offending Housing Board member(s).

SECTION 4

APPLICATION REVIEW / SCREENING PROCESS

- 4.1. **General.** After applications are receipted for; they shall receive a thorough review and screening by staff to ensure eligibility and compliance with the application process.
 - A. This review shall be initiated within five (5) business days of receipt of the application.

- B. A preliminary determination of “**eligibility**” or “**non-eligibility**” shall be made as soon as possible, but **NO** later than thirty (**30**) calendar days after the date when all required information is received by Housing staff.
- 4.2. **Verification Accountability.** The Office Manager shall use the "Application Verification Checklist" when reviewing applications. This checklist is used to ensure that action is taken on ALL required verifications.

See Appendix 13 for a Sample of the Housing Authority’s “**Application Verification Checklist**”.

- 4.3. **Verifications.** The verification of **ALL** information that affects eligibility, household composition, selection, priority or preferences, annual household income, unit size, determination of affordable payments (rent / homebuyer payments), and housing need is required.
- A. **Third Party Sources.** The preferred method of verification shall be written verification by a **Third Party Source**. In the event that third party verification can **NOT** be obtained, the **Housing Authority** may allow the applicant to submit other relevant information, provided that the submission contains a notarized statement, certification, or affidavit signed by the applicant, that states the information submitted is true and accurate.
- B. **Acceptable Types of Records.** Complete and accurate verification records, consisting of, but **NOT** limited to, the following are to be maintained with the application.
- (1) **Certified Statements.** Certified Statements or summary data from a bank account, from self-employed persons, and from persons whose earnings are irregular, such as salesmen, taxi drivers, farmers, fishermen, seasonal workers, etc., setting forth gross receipts, itemized expenses and net income.
 - (2) **Copies.** Copies of documents in the applicant’s possession which substantiate his / her statements, or a brief summary of the pertinent contents of such documents signed and dated by the Housing Authority staff who viewed them.
 - (3) **Letters.** Letters or other statements from employers, and other pertinent sources, giving authoritative information concerning **ALL** amounts of income.
 - (4) **Memo’s.** Memoranda of verification data obtained by personal interviews, telephone, or other means, with source, date reviewed and the person receiving the information clearly indicated.

C. **Sending Out Initial Verification Requests** The staff shall send out a variety of Verification Request letters to help verify the applicant's statements and income.

D. **Common Verification Request Types.** The most common verifications requested, on behalf of the applicant, are:

(1) **Child Care Payments** can be used as an “adjusted income” factor.

(a) A copy of the “Child Care Certification” form is included with the Standard Application Package so that the applicant can “certify” that he / she is paying Child Care, how much he / she is paying, and to whom he / she is paying it to. The Housing Authority staff shall use this to ascertain who the Child Care provider is and then seek verification from that person.

See Appendix 14 for a Sample of the Housing Authority’s “Child Care Certification” form.

(b) The Housing Authority staff shall send a copy of the “Child Care Payment Verification” form letter to the Child Care provider identified by the applicant. The figures reported may then be used as an “adjusted income” factor. A copy of the “Child Care Payment Verification” form letter is included with the Standard Application Package.

See Appendix 15 for a Sample of the Housing Authority’s “Child Care Payment Verification” form letter.

(2) **Child Support Income Payments Certification.**

See Appendix **16** for a Sample of the **Housing Authority’s “Child Support Income Payments Verification”** form letter.

(3) **Current Landlord Inquiry.**

See Appendix **17** for a Sample of the **Housing Authority’s “Current Landlord Verification”** form letter.

(4) **Employer Income Verification.**

See Appendix **10** for a Sample of the **Housing Authority’s “Employer Income Verification”** form letter.

(5) **Social Security Income and / or Supplemental Social Security Income (SSI) Inquiries.**

NOTE: Because the Social Security Administration will NO longer honor Housing Authority's requests for information on clients, it is the responsibility of the applicant to bring in a copy of their SS / SSI award letter(s). To assist clients in obtaining verification information from the Social Security Administration, they can submit an SSA-7004-SM Form (Request for Earnings and Benefit Estimate Statement and have it sent to the Housing Authority).

See Appendix **18** for a Sample of **SSA-7004-SM Form "Request for Earnings and Benefit Estimate Statement"**.

(6) **Unemployment Income Verification Inquiry.**

See Appendix **20** for a Sample of the **Housing Authority's "Unemployment Income Verification"** form letter.

- E. **Furnishing Proof.** Applicants shall be required to furnish proof of their statements, when required by the **Housing Authority** staff, to reasonably assure accuracy of the information on the application.
- F. **Certifications.** Certification, by applicant's signature on the application, shall normally be considered sufficient verification of Household Composition, displacement, assets, residence, housing conditions, and need.
- G. **Earned Income.** **ALL earned** income shall be verified at the time of application, through the applicants employer(s), or by reviewing the applicants IRS Form 1040 (Schedule E), IRS Form 4506, W-2 forms, check stubs, or other means to assure accuracy.
- H. **Un-Earned Income.** **Unearned** income shall be certified by reviewing checks, certificates of award, or other means to assure accuracy.
- I. **Disability Claims.** Those claiming disability, as defined in the Social Security Act, must show proof of such disability.
- (1) This would include a statement from the Social Security Administration for SS and SSI claims and from the State of Wisconsin for State disability claims.

- (2) Because neither the Social Security Administration nor the State of Wisconsin will honor Housing Authority requests for copies of AWARD LETTERS, it is the responsibility of the applicant to provide this information.
 - (3) Check stubs from the State are also acceptable.
- J. **Validity Period.** By Law (NAHASDA), applicants must be “*income*” eligible at time of entry into the program for which they are applying. Often times, applicants remain on waiting lists for extended periods of time, before openings are available for them. In those cases, verifications shall be reviewed and re-submitted to ensure they are still eligible.
- (1) **HUD Funded Programs and Tribal Rentals.** Verifications, for HUD Funded programs, as well Tribal Rental Properties, are considered to be valid for a period of twelve months.
 - (a) If an applicant has **NOT** been placed in a HUD Funding Housing Assistance Program or a Tribal Rental within the twelve month period, the staff shall re-submit the verifications to ensure they are still current.
 - (b) Applicants found to be **NO** longer eligible shall be promptly notified. See Para **4.6.B.** below for details.
- K. **Retention of Verification Information.** The Housing Authority is required by Law (NAHASDA) to retain those records, upon which, it made its program “eligibility” determinations. As such, ALL documentation on verifications, shall be filed with the individual’s application and shall become a permanent part of his / her Housing Authority record.

4.4. **Failure to Respond.**

- A. If, after two (2) weeks, applicants and / or agencies have NOT responded to Housing Authority requests for verifications, staff shall attempt to ascertain the cause of the delay.
 - (1) This can be accomplished through a telephone call and / or a follow-up verification letter.
- B. In the event there is still **NO** response,
 - (1) It shall be the responsibility of the applicant to “personally” contact the employer or agency involved and obtain the necessary verification information being sought.

- (2) Until the applicant obtains such verification data, the applicants application shall be rendered “incomplete” and therefore NOT eligible for placement on the waiting list(s).
- (3) staff shall notify the client via certified mail, in accordance with Para 4.5. below.

4.5. **Correcting Problems Found on the Application.**

- A. Any problems, identified during the screening process, shall be documented in a letter entitled “Notification of Non-Compliance”, that is mailed to the applicant.

See Appendix 21 for a Sample of the Housing Authority’s “Notification of Non-Compliance” form letter.

- B. Applicants shall be allowed fourteen (14) calendar days, from the date of the notification letter, to respond to and correct the deficiencies identified during the review process.
- C. Failure of the applicant to properly complete the application and / or respond to the "Notification of Non-Compliance" shall result in the application being labeled “incomplete” and therefore NOT eligible for placement on the waiting list(s).

4.6. **Notifications.**

- A. **Acceptance (Eligible).** Once ALL verifications have been returned to the Housing Authority, and it is determined that there are NO other disqualifying circumstances, the Office Manager shall promptly notify the applicant, in writing, that he / she is “eligible” for Housing Assistance and has been placed on the applicable Waiting List(s). This shall be accomplished by use of the “Notification of Eligibility” form letter.

See Appendix 22 for a Sample of the Housing Authority’s “Notification of Eligibility” form letter.

- B. **Non-Acceptance (Not Eligible).**

- (1) Once **ALL** verifications have been returned to the **Housing Authority**, and it is determined that there are **disqualifying circumstances**, the **Office Manager** shall promptly notify the applicant, in writing, that he / she is “**not eligible**” for housing assistance, including the reasons behind the decision,.

- (a) This action shall be accomplished, in writing, within ten (10) business days of the Housing Authority staff rendering such a decision.
- (b) This shall be accomplished by use of the "Notification of Non-Eligibility" letter.

See Appendix 23 for a Sample of the Housing Authority's "Notification of Non-Eligibility" form letter.

- (2) Applicants who are notified that they are ineligible or have been rejected shall be advised of their right to appeal using the Housing Authority's appeal process.
 - (a) To do this, they may request a private conference with the Housing Authority staff.
 - (b) Such requests must be made within ten (10) business days of the date the notification letter was mailed.
 - (c) An interview date must also be scheduled at the earliest convenience of both parties, NOT to exceed twenty (20) business days from the date the notification letter was mailed.
 - (d) Such requests, by the applicant, must be in writing.
 - (e) Telephone requests, for appeals from applicants, shall NOT be accepted by the Housing Authority.
 - (f) At the appeal interview, the applicant shall be allowed to produce evidence, clarify information, and / or ask questions regarding eligibility.

C. **Correctable Non-Acceptance (Not Eligible) Criteria.** Under some circumstances, applicants may **NOT** be immediately eligible for housing assistance, however, if they take corrective action, they may be.

4.7. **Examples of Incomplete Applications.** The examples listed below reflect conditions under which an application might be deemed "**Incomplete**" and therefore **not eligible** for assignment to a Housing Assistance program waiting list(s).

A. Refusal of the applicant, spouse (significant other), or other adults listed on the "**Household Composition**" portion of the application, to sign the

HUD and / or Housing Authority "**Authorization For Release of Information**" form(s).

- B. Refusal of the applicant, spouse (significant other), or other adults listed on the "**Household Composition**" portion of the application, to submit the "**Criminal Background Check**" form(s).
 - C. Refusal of the applicant, spouse (significant other), or other adults listed on the "**Household Composition**" portion of the application, to submit their "**Social Security Number(s)**".
 - D. Failure of the applicant to indicate **ALL** Household members who will be living in the housing unit.
 - E. Failure of the applicant to list income from **ALL** sources for **ALL** members of the household identified on the Household Composition form.
 - F. Failure of the applicant, spouse (significant other) to sign the application and / or initial off in those areas indicated on the application.
- 4.8. **Criteria for Rejecting an Application.** Certain information provided by the applicant, or determined by the Housing Authority staff during its review and screening process, may be grounds for "rejecting" an application and "denying" access to Housing Assistance programs. Specific criteria for "rejecting" an application are outlined in Section 5 of this document.
- 4.9. **Client Notification of Rejection.** Staff shall promptly notify applicants, determined to be *ineligible* or whose Housing Assistance application has been *rejected*, of those findings and the reason(s) behind the decision. See Section 5 of this document for details.
- 4.10. **Placement on Waiting Lists.** After applications are processed, determined to be complete, and the applicant eligible, the applicant shall be placed on the appropriate waiting list(s). This is explained in more detail in Section 6 of this document.
- 4.11. **Application File Categories.** The Housing Authority shall maintain a file for each family completing an application. The application, along with **ALL** information supplied by the applicant, verification of information, and **ALL** relevant correspondence with the applicant, shall be retained in the file. During the screening / review process, applicants files shall be placed in one (1) of four (4) categories.
- A. **Eligible.** This file contains those applications which have met initial *eligibility* requirements and the applicant has been placed on the waiting list for the Housing Assistance program(s) being applied for.

- B. **Ineligible.** This file contains those applications which have **NOT** met initial eligibility requirements and have been determined to be **ineligible** for the Housing Assistance program(s) being applied for.
- C. **Incomplete / Pending.** This file contains those applications which have **NOT** been sufficiently completed or verified to allow for a determination of eligibility to be made.
- (1) Applicants submitting an incomplete application shall be notified and given time to submit the missing information. ((See Section 4, Para 4.5. above for details))
 - (2) Applicants are given fourteen (**14**) calendar days to respond.
 - (3) If the information is **NOT** submitted within that fourteen (**14**) calendar day period, the application shall be placed in the **inactive** file.
- D. **Inactive.**
- (1) This file contains those applications, which have **NOT** been updated within six (**6**) months.
 - (a) Applicants, in this category, shall be removed from the waiting list(s).
 - (b) Applicants shall have to **re-apply** for Housing Assistance program before they can be placed back on the waiting list. This is, in effect, the same as filing a “new” application and starting the process all over again.
 - (2) Applications that remain “**Incomplete**” for more than thirty (**30**) calendar days shall be placed in the “**Inactive**” file as well.

4.12. **Application Updates.**

- A. **ALL** applications shall be updated as soon as there has been a change in either the applicants housing situation / income or every twelve months, whichever comes first.
- NOTE:** *An updated application ensures the applicant retains his / her standing on the applicable waiting list(s).*
- B. Eligibility determination dates are used as the basis for determining time frames for UPDATES.
- (1) Applicants whose application is nearing the twelve month expiration date, shall be notified of the expiration date, by staff.

- (a) This notification shall be mailed (via first class mail) to the applicant, along with a new application form, at least two (2) weeks prior to the expiration date.
- (b) The “**Notification of Application Update**” form letter shall be used for this purpose.

See Appendix **24** for a Sample of the **Housing Authority’s “Notification of Application Update”** form letter.

- (2) Applicants shall be allowed two (2) weeks to respond and update their applications.

C. Updates can be accomplished by one of two means:

(1) **In Person.**

- (a) The applicant can come in to the Housing Authority office and personally review the existing application. If changes are required, each change shall be:

- (1) Made by lining through the “original” entry.
- (2) Entering the “corrected” entry in ink along with a note in the margin to explain why the change was necessary.
- (3) Dated / Initialed.

- (b) The Housing Authority staff shall then update the applicable waiting list(s) (comments section) to show that the application was updated and the date it was updated.

(2) **Re-submission.**

- (a) The applicant can complete a new application form and turn it in to the Housing Authority.
- (b) The Housing Authority staff shall review the application, for any changes and file it with the “original” application.
- (c) The Housing Authority staff shall then update the applicable waiting list(s) (comments section) to show that the application was updated and the date it was updated

D. Upon receipt of the updated application, the staff shall:

- (1) Update the computer database (waiting list) to reflect the date the application was last updated.
- (2) Review the application to ensure the applicant is still eligible for housing assistance.

NOTE: *An updated application ensures the applicant retains his / her standing on the waiting list(s).*

- E. If the applicant fails to update his / her application by the end of that two (2) week period, the staff will send a final notice via certified mail to determine the clients reasons for non-compliance. If there is still no response two (2) weeks following the renewal due date, the applicant shall be dropped from the waiting list(s) and the application shall be moved to the Inactive File.
- F. After an application has been placed in the **Inactive File**, individuals may still re-apply for Housing Assistance, however, it shall be considered a **"NEW"** application and processed as such.

4.13. **Application Retention / Storage.** As noted in Federal Law (NAHASDA), housing files shall be kept for a period of three (3) years following close out. In line with that, the Housing Authority staff shall retain application files for a period of three (3) years after close out.

- A. For example, if an applicant were determined to be ineligible the file would be kept for three (3) years. That three (3) years is from the date the applicant was determined to be ineligible.
- B. For example, if an applicant failed to update his / her applications and it was moved to the inactive file, then the file would be kept for three (3) years. That three (3) years is from the date the application expired.

SECTION 5

REJECTION CRITERIA

5.1. RCHA is required by Federal Law (NAHASDA) to notify applicants, in writing, as to why their application for Housing Assistance has been denied. The purpose of

this Section is to outline guidelines and criteria for “**rejecting**” or “**disapproving**” an application.

- 5.2. RCHA reserves the right to reject the application of individuals, applying for Housing Assistance programs managed by the **Housing Authority**, in those cases where it is determined that admission of the applicant and / or any member of the household would be damaging to the health, safety or welfare of other tenants, or the financial stability or physical environment of the project.
- 5.3. Individuals who already participate in Housing Assistance programs managed by the RCHA can have their Rental Lease / Homebuyer (MHOA) Agreements terminated based on the Rejection Criteria listed here as well.
- 5.4. After move-in, lessee(s) may request permission to add a family member (i.e., significant other, extended family member, friend, etc.) to the Household Composition and reside in the assisted unit. Such individuals shall be screened for suitability and where warranted denied access / participation based on the Rejection Criteria listed here.
- 5.5. In order to help RCHA staff / management determine whether an applicant should be “**denied**” Housing Assistance, RCHA shall take into account the following factors:

A. **Abandonment.**

- (1) Applicants who previously participated in a HUD assisted housing program (of any type), and who Abandoned the dwelling unit, shall **NOT** be eligible for any type of future Housing Assistance program, managed by the RCHA, for a period of five years.
- (2) That five year period is based on date of abandonment.
- (3) Any debts incurred, as a result of that abandonment, would also have to be taken care of (see **Debt Obligations** below) prior to being considered for any other type of Housing Assistance program.

C. **Criminal Activity.**

- (1) **General.** Applicants who are known to have engaged in Criminal Activity shall **NOT** be eligible for any type of Housing Assistance program managed by RCHA. This includes cases in which the applicant or a member of the applicants family, who is expected to reside in the affected household, **was** or **is** engaged in any criminal activity which involves **crimes of physical violence** to persons or property or the nature of which would be detrimental to the safety

and welfare of other tenants or their peaceful occupancy of the premises.

- (2) **Violent Crimes.** Anyone convicted of “***violent crimes***” shall be **permanently** ineligible for any type of Housing Assistance from the RCHA. For the purposes of this policy, “***violent crimes***” include, but are **NOT** limited to, the following: murder, assault with a deadly weapon, etc.

R. **Crimes of a Sexual Nature.**

- (1) **General.** Applicants who are listed on the state register of sexual offenders shall be ineligible for any type of Housing Assistance program managed by the **Housing Authority**. This includes convictions for the offenses of:
 - (a) Rape;
 - (b) Prostitution;
 - (c) Indecent exposure;
 - (d) Sodomy;
 - (e) Child molestation;
 - (f) Carnal abuse;
 - (g) Impairing the morals of a minor;or
 - (h) Similar crimes indicating sexual deviation.
- (2) **Detection.** This type of information would normally be uncovered during the “***Criminal Background Check***”.

F. **Drug Dealers.**

- (1) Anyone convicted of Dealing Drugs shall be ineligible for any type of Housing Assistance program managed by RCHA.
- (2) For the purposes of this subsection, “***dealing drugs***” shall mean manufacturing, distributing, delivering or selling with intent to

distribute, deliver, or sell controlled substances contrary to the laws of the United States, or any state, or any federally recognized Indian Tribe.

- (3) **Detection.** This type of information would normally be uncovered during the "*Criminal Background Check*".

G. **Drug Possession.**

- (1) Anyone convicted of "*Possessing of Illegal Drugs*" shall **NOT** be eligible for any type of Housing Assistance program, managed by RCHA for a period of one year.
- (2) That one year period being from the date of conviction.
- (3) Reinstatement of eligibility shall be based on a follow-up Criminal Background Check to ensure the applicant (or household member) has a clean record and **NO** pending court actions for similar drug offenses.
- (4) **Detection.** This type of information would normally be uncovered during the "*Criminal Background Check*".
- (3) **Lesser Crimes and Habitual Offenders.** Persons convicted of "*lesser crimes*" or whose records indicate a pattern of criminal activity, can be eligible for Housing Assistance again after the following criteria are met.
 - (a) If after a period of one year, and there are **NO** further instances of criminal activities, the individual may be considered for Housing Assistance programs managed by RCHA.
 - (b) The one year period is calculated based on the most recent date of conviction.
- (4) **Detection.** This type of information would normally be uncovered during the "*Criminal Background Check*".

D. **Debt Obligations** – Applicants who have Debt Obligations shall **NOT** be eligible for any type of Housing Assistance program managed by RCHA unless they are on a payback agreement and remain current with the

agreement. This includes any of the following situations where there was non-payment of a rightful obligation:

- (1) **General.** Applicants who owe RCHA or other Tribal Programs, other Federal programs, private landlords, or utility companies a balance from present or prior occupancy shall **NOT** be considered for Housing Assistance until their account is **PAID IN FULL** or they have a signed payment agreement in place.
- (2) **Repayment - Unmarried Couples.** In those instances where two unmarried individuals were the leaseholders, and an arrears balance was incurred, the arrears balance shall be split between the two individuals.
 - (a) If, one of the leaseholders pays his / her share of the arrears balance, he / she shall be considered for Housing Assistance.
 - (b) The arrears balance of the other individual shall **NOT** be held against him / her.
 - (c) In any event, the other former lease holder, with an unpaid arrears balance shall remain **ineligible** for Housing Assistance and can **NOT** be added to the Household Composition of any household under management of RCHA until such time as his / her arrears balance is **PAID IN FULL**.
- (3) **Repayment - Married Couples.** In those instances where two married individuals were the leaseholders, and an arrears balance was incurred, the arrears balance is considered to belong to the “*married couple*”. Both are “*legally*” responsible for the debt and repayment of that debt and neither of the individuals shall be eligible for housing assistance until the arrears balance is paid in full.
- (4) **Repayment - Divorced / Separated Couples.** Should there be a “*divorce*” or “*legal separation*” and one of those individuals seeks Housing Assistance again, the applicant would only be required to pay his / her half of the arrears balance before being considered for Housing Assistance again.
 - (a) This approach to payment requires that there be “*legal*” documentation from the courts evidencing a “*divorce*” or “*legal separation*”.

- (b) It shall be the responsibility of the applicant to provide RCHA with a copy of the “*divorce decree*” or “*legal separation papers*”.
- (c) In any event, the other former leaseholder, with an unpaid arrears balance shall remain **ineligible** for Housing Assistance and can **NOT** be added to the Household Composition of any household under management of RCHA until such time as his / her arrears balance is **PAID IN FULL**.

(5) **Failure to Pay Debt After Move-Out.**

- (a) In **ALL** instances, former RCHA leaseholders who move out and fail to pay their arrears balance within ninety days of notification shall be **INELIGIBLE** for any Housing Assistance program for a period of one year.
- (b) The one year time frame shall be based on the most recent move-out / eviction date.

(6) **Pay Back Agreements.**

- (a) Former recipients of Housing Assistance often seek to address their arrears balances via Pay Back Agreements with RCHA.
- (b) Applicants who are signatories to **Pay Back Agreements** (to take care of previous account arrears) shall **NOT** be eligible any type of Housing Assistance program or placement on any Housing Assistance Waiting List(s) until such time as the debt is **PAID IN FULL**.

(7) **Bad Debt Database.** To help RCHA staff monitor outstanding debts, a database shall be maintained by the RCHA that lists all former residents / program participants who owe RCHA money. That database shall be updated on a regular basis but not less than quarterly. The report generated from the database shall be stamped “*confidential*” and controlled as such.

(8) **Other Considerations.** Applicants should bear in mind that in addition to the Debt Repayment obligations, they must also meet **ALL** other eligibility criteria prior to re-admission to a Housing Assistance Program.

E. **Destruction of Property.**

- (1) Anyone who has received Housing Assistance from the RCHA, other State / Federal Housing Programs, or private landlords and is known to have intentionally Damaged or Destroyed the rental (or lease to own) property shall **NOT** be eligible for any type of Housing Assistance program, managed by the RCHA, for a period of two (2) years.
- (2) That two-year period shall be based on the date of MOVE-OUT / EVICTION.

H. **Evictions.**

- (1) If it is determined that the applicant has been previously Evicted for non-payment or non-compliance with any Tribe / TDHE, IHA, Tribal or Public Housing Authority (PHA) policy, they shall **NOT** be eligible for any type of Housing Assistance program managed by the RCHA for a period of two (2) years.
- (2) That two (2) year period being from the date of eviction.

- J. **Fraud** - Applicants who are found to have committed Fraud, in connection with any HUD program, or failing to disclose previously committed Fraud in connection with any HUD program, shall **NOT** be eligible for any type of Housing Assistance program managed by the RCHA

L. **Grossly Unsanitary or Hazardous Housekeeping.**

- (1) If it can be determined that an applicant has a history of or is known to utilize Grossly Unsanitary or Hazardous Housekeeping practices, they shall **NOT** be eligible for any type of Housing Assistance program managed by the RCHA. This can include, but is **NOT** limited to:
 - (a) Generally creating any health or safety hazard through acts or neglect.
 - (b) Causing any health or safety hazard through misuse of the premises and equipment, if the family is responsible for such hazard, damage or misuse.
 - (c) Causing or permitting infestation, foul odors or other problems injurious to another person's health, welfare or enjoyment of the premises.

- (d) Disposing of or depositing garbage improperly.
 - (e) Failing to use, in a reasonable and proper manner, all utilities, facilities, services, appliances and equipment within the dwelling unit.
 - (f) Failing to maintain the dwelling unit in a good and clean condition.
 - (g) Failing to maintain the property (yard, driveway) of the dwelling in a good and clean condition.
 - (h) Any other conduct or neglect which could result in health or safety problems or in damage to the premises.
- (2) In those cases where a qualified agency is working with the family to improve housekeeping and the agency reports that the family shows potential for improvement, decisions as to eligibility shall be reached after referral to and recommendation by such agency.
 - (3) This category does **not** include families whose housekeeping is found to be superficially unclean or the lack of orderliness, where such conditions do **not** create a health and safety problem, do **not** result in damage to or deterioration of the premises and do **not** adversely affect the peaceful occupancy of neighbors.
 - (4) RCHHA may (at its discretion) seek a home visit at the applicant's current residence to ensure the poor housekeeping habits have been corrected. The results of such visits shall be documented and included in the applicants file.

P. **Over Income** - Most of the HUD funded Housing Assistance programs are intended to serve "**low-income**" families.

- (1) Applicants whose income is determined to be over income limits shall **NOT** be eligible for entry into any of HUD's "**Low-Income**" Housing Assistance programs that are managed by the **Housing Authority**.
- (2) HUD defines "**Low-Income**" as being at or below **80%** of median area income.
- (3) To determine if a family meets HUD's definition of "**Low-Income**" and is "**income eligible**" one needs to refer to the income tables published by HUD.

- (a) These tables are updated annually and are broken down by state and county.
- (b) To increase the eligibility pool, HUD allows the **Housing Authority** to look at the “*National Average*”. If the National Average is higher than the local county rate, then HUD allows us to use the National Average rate.

Q. **Past Negative Performance History in Meeting Financial Obligations.**

- (1) If it is determined that the applicant has a past Negative Performance History in meeting Financial Obligations, they shall **NOT** be eligible for any type of Housing Assistance program managed by the **Housing Authority**. This includes, but is **NOT** limited to such things as rent and utilities.
- (2) The **Housing Authority** may request information from utility companies, former landlords, other federal housing programs, etc. detailing payment history for as many as the past five (**5**) years.

S. **Records of Disturbance of Neighbors, Destruction of Property or Other Disruptive or Dangerous Behavior** - If an applicant has a known history of disturbing neighbors, destruction of property or other disruptive or dangerous behavior, they shall **NOT** be eligible for any type of Housing Assistance program managed by the **Housing Authority**. This includes documented behavior or conduct which:

- (1) Adversely affects the safety or welfare of other persons by physical violence, gross negligence, or irresponsibility.
- (2) Damages the equipment or premises in which the family resides.
- (3) Is disturbing or dangerous to neighbors.
- (4) Disrupts sound family and community life.

T. **State, Federal, and Tribal Laws** - If an applicant has a known history of failing to meet the eligibility requirements imposed by applicable State, Federal, and Tribal Laws, or any regulations / requirements promulgated there under for Housing, then they shall **NOT** be eligible for any type of Housing Assistance program managed by the **Housing Authority**.

5.6. **Final Determination.** Before determining whether an applicant is suitable or **NOT** suitable for participation in any of the Housing Assistance Programs managed by the RCHA, the RCHA staff shall review **ALL** of the information gathered in the screening process, taking into consideration the date, nature, and severity of the occurrences and the probability of future occurrences.

5.7. **Unsuitable Applicants.**

A. **Notification.** The Occupancy Specialist shall promptly notify applicants, determined to be Unsuitable (**ineligible**) or whose application has been **rejected**, of those findings and the reason(s) behind the decision.

(1) That action shall be accomplished, in writing, within ten (10) business days of the RCHA staff rendering such a decision.

(2) This shall be accomplished by use of the “**Notification of Non-Eligibility**” form letter.

See Appendix **23** for a Sample of the **Housing Authority’s “Notification of Non-Eligibility”** form letter.

(3) That notice shall also contains a provision that advises the applicant of his / her right to appeal.

B. **Appeals.**

(1) Applicants who are notified that they are Unsuitable (**ineligible**) or have had their application **rejected** shall be advised of their right to appeal using the **Housing Authority’s** appeal process.

(2) To do this, they may request a private conference with the **Housing Authority** staff regarding the unsuitability determination.

(3) Appeal requests, from the applicant, must be in WRITING, and submitted within ten (10) business days of the date the “**Notification of Non-Eligibility**” form letter was mailed.

NOTE: Telephone requests from the applicant, for an appeal, shall **NOT** be accepted by the **Housing Authority**.

(4) An appeal hearing shall be scheduled with the Board of Commissioners at the earliest convenience of both parties, and usually at the next scheduled Board meeting.

(5) At the appeal hearing, the applicant shall be allowed the opportunity to produce evidence, clarify information, and / or ask questions regarding eligibility.

5.8. **Re-instating a Rejected Applicant.** If unfavorable information is verified about an applicant during the screening process and he /she was determined to

be ineligible or had his / her application rejected, the **Housing Authority** staff may:

- A. Give consideration to the time, nature and seriousness of the applicant's behavior and to other factors, which might show a reasonable change of future favorable behavior or financial prospects. For example:
 - (1) Evidence of Rehabilitation.
 - (2) Evidence of the applicant family's participation in or willingness to participate in social service or other appropriate counseling programs and the availability of these programs.
 - (3) Evidence of the applicant family's willingness to attempt to increase family income.
- B. Meeting such conditions can be grounds for re-instating an applicants eligibility for Housing Assistance.

SECTION 6

WAITING LISTS

- 6.1. **Legal Requirements.** The Housing Authority is required by law (NAHASDA) to maintain a WRITTEN waiting list for ALL Housing Assistance programs under management.
 - A. **Waiting Lists for Each Program.** RCHA shall maintain a separate Waiting List for Red Cliff families, for other Native American Families and for other families, and each program type and bedroom size.
 - B. **Types of Waiting Lists.** The types of homes and bedroom sizes currently available, in the Housing Authority inventory, are listed below. A separate waiting list shall be maintained for each.
 - (1) **Elderly**
 - (a) One Bedroom Apartments
 - (b) Two Bedroom Apartments

(2) **Low-Income Rentals**

- (a) Two Bedroom Single Family
- (c) Three Bedroom Single Family
- (d) Four Bedroom Single Family
- (e) Five Bedroom Single Family

(3) **Market Based Rentals (Six Plex)**

one bedroom

two bedroom

(4) **Mutual Help**

- (a) Three Bedroom Single Family
- (b) Four Bedroom Single Family

6.2. **Placement on the Waiting List.** Applicants shall NOT be placed on the waiting list(s), for the Housing Assistance program(s) that they have applied for, until such time as their application has been reviewed / processed by the Office Manager, and the applicant is found to be “eligible” for that program.

6.3. **Ranking.** Waiting lists, for ALL programs, are set up to rank applicants by use of the DATE their application was filed with the Housing Authority.

A. Eligible applicants shall be drawn from the **TOP** of the waiting list based upon the date of eligibility determination.

B. In the event two (2) or more applications are received on the same date, the date of eligibility determination shall be used as the basis for ranking.

6.4. **Waiting List Maintenance.** Waiting lists shall be maintained, on a Computer database, by RCHA staff.

6.5. **Updating Waiting Lists.** Updated waiting lists shall be run off, in hard copy form, during the first week of each month. The waiting list shall be posted at the Housing Authority offices and Red Cliff tribal offices.

6.6. **Occupancy Standards.** The **Housing Authority** staff shall make every effort to match the applicants housing “*need*” with a dwelling unit of appropriate size. This is done, in an effort, to ensure that “*overcrowding*” and “*underutilization*” of units is **NOT** occurring or is minimized. To do that, the following Occupancy Standards shall be adhered to.

A. **General.** The “*number*”, “*age*”, “*sex*”, and “*relationship*” of persons permitted to occupy a bedroom shall meet reasonable standards of health and privacy and allow flexibility to accommodate changes in Household Composition.

- (1) **Applicant** (Significant Other) - one (1) bedroom.
- (2) **Male member of household**, other than applicant / Spouse (or Significant Other) - one (1) bedroom.
- (3) **Female member of household**, other than applicant / Spouse (or Significant Other) - one (1) bedroom.
- (4) **Minor Children** (under the age of eighteen (18) and of the same sex and near same age (i.e., within five (5) years) - one (1) bedroom.
- (5) **Infants** would **NOT** be required to share a bedroom with persons of different generations, including their parents.
- (6) **No more than two (2)** persons shall be required to occupy a bedroom.
- (7) Persons of **different generations**, persons of the **opposite sex** (other than spouses) and **unrelated adults** shall **NOT** be required to share a bedroom.

B. **Exceptions.** The Housing Director may make exceptions to the Occupancy Standards, noted above, under the following circumstances:

- (1) **Single Parents.** A **Single Parent** family can be given consideration for an additional bedroom.
- (2) **Medical Need.** A documented **Medical Need**, of the applicant and / or household member, can be grounds for giving consideration for an additional bedroom.
 - (a) The recommendation of a Medical Doctor that an additional bedroom would help facilitate the medical care or well being of a family member is required.

- (b) That recommendation needs to be in WRITING, and on the Doctors Letter Head Stationary.
- (3) **Live-In-Aid.** If a Live-In-Aid (Care Attendant) is required to help with the Medical Needs of the applicant and / or household member, and the applicant can provide the proper documentation, then consideration can be given for an additional bedroom.
- (a) The recommendation of a Medical Doctor, that a Live-In-Aid is required to help facilitate the medical care or well being of the applicant / family member, is required.
 - (b) That recommendation needs to be in WRITING, and on the Doctors Letter Head Stationary.
- (4) **Foster Children.** Consideration can be given to those families who routinely take in **Foster Children** and may require an additional bedroom.
- (a) Proof of “*current*” Foster Care certification is required.
 - (b) Such proof must be provided to the **Housing Authority** to qualify for this exemption.
- (5) **Unborn Children.** If an applicant or the applicants spouse (significant other) is pregnant at time of application, and she can provide proper documentation of that pregnancy (see Section 3, Para 3.6.L. of this document for details), then the **Housing Authority** may give consideration for an additional bedroom.
- (6) **Pending Adoptions.** If an applicant is in the process of adopting a child, and the applicant can provide documentation supporting that pending adoption, then the **Housing Authority** may give consider consideration for an additional bedroom.
- C. **Occupancy Tables.** To help put the above standards in perspective, the table below illustrates how the **Housing Authority** staff determines the appropriate number of bedrooms required to accommodate a family, of a given size, based on a “*minimum*” and “*maximum*” number of family members per bedroom sized unit.

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
1	1	2
2	2	4

3	4	6
4	6	8
5	8	10
6	10	12

D. **Waivers to Bedroom Size Occupancy Standards to Accommodate Management.**

- (1) These standards may be waived, at the discretion of the **Housing Authority** Director, when a vacancy problem exists and it is necessary to achieve or maintain full occupancy by temporarily assigning a family to a larger size unit than is required.
- (2) **For example:** There are three (3) four-bedroom units vacant and **NO** one is on the four-bedroom waiting list. There are, however, twenty (20) families on the three-bedroom waiting list. Under these circumstance, the Director may authorize families from the **TOP** of the three-bedroom waiting list to be moved into a four-bedroom unit. This is done to keep units full. Vacant units are subject to vandalism.
- (3) The Director shall place a “**Waiver**” MEMO in the applicants file attesting to the fact that there were **NO** eligible applicants on the four (4) bedroom waiting list and that the provisions of this portion of the Admissions Policy were applied.
- (4) These documents shall be used to provide back-up, should the **Housing Authority** staff be questioned about putting someone from the three (3) bedroom waiting list into a four (4) bedroom unit.

See Appendix **25** for a Sample of the **Housing Authority** Director’s “**Bedroom Size Occupancy Standards Waiver**” MEMO.
- (5) Families placed, under these circumstances, shall be transferred to the proper size unit as soon as one becomes available and / or when such transfer is feasible / advantageous for **Housing Authority** management.

E. **Removal from the Waiting List.** Eligible applicants shall remain on the waiting list(s) until such time as:

- (1) **Awarded a Unit.** They are awarded and accept a unit.
- (2) **Application Expires.** After a twelve month period has elapsed and the applicant fails to update his / her application.

- (a) Applicants who are removed from the waiting list, for failure to update their application, shall have their applications moved to the **inactive** file. With that, they will lose their “*original*” eligibility date and standing on the waiting list.
- (b) The **Housing Authority** staff shall to provide written notification of such removal to the applicant.

*(Rational: Applicants were already sent notices indicating the consequences of **NOT** updating their applications).*

(3) **Applicant Requests Removal.** The applicant wishes to be removed from the list.

- (a) The applicant must submit a written request to the Housing Authority indicating his/ her desire to be removed from the waiting list(s).
- (b) NO Phone Calls. Phone calls, requesting removal, shall NOT be accepted.

Rational: The Housing Authority staff is unable to determine, via a phone call, if the caller is in fact the applicant. In the event of a problem / dispute, there would be NO Written Record to back up the Housing Authority staff’s decision to remove the applicant.

(4) **NO Longer Eligible.** The applicant has a change in household income or composition that may render him / her “**ineligible**” for the Housing Assistance program that he / she has applied for.

- (a) Applicants who were income “**eligible**”, when first placed on the Waiting List, can become “**ineligible**” if their income goes up to such an extent that it exceeds the eighty (**80**) percent of median area income, (as established by HUD). Applicants need to bear in mind that the law (NAHASDA) requires applicants for Federally Subsidized Housing Assistance programs to be “**income eligible**” at “**time of entry into the program**”. That is further defined, in law, as of the date the Rental Lease / Homebuyer (MHOA) Agreement are signed.

- (b) Applicants are required to keep the **Housing Authority** staff informed of such changes, as they occur, by providing written notification.
- (c) The **Housing Authority** staff shall reassess eligibility of the applicant based on any change in household income or composition to ensure that the applicant still meets **ALL** eligibility requirements for admission.
- (d) Should an applicant become “**ineligible**” based on a change in household income or composition, **Housing Authority** staff shall promptly notify the applicant in writing that he / she **NO** longer qualifies for Housing Assistance.
- (e) In addition to income changes, disqualification may also be caused by program and policy changes.
- (f) In cases where annual income is seasonal or sporadic, a three (**3**) year average of income **SHALL** be used for the family member whose income cannot be otherwise determined.

6.7. **Suspending the Taking of New Applications.**

- A. The **Housing Authority** reserves the right to close the waiting list, for any / **ALL** Housing Assistance programs, under management.
- B. The **Housing Authority** reserves the right to suspend the taking of new applications, for any / **ALL** Housing Assistance programs under management, at any given time.
- C. The **Housing Authority** may also set submission deadlines for any / **ALL** Housing Assistance programs under management or for any funding year.

SECTION 7

SELECTION PROCESS

- 7.1. **General.** It is important to note that housing units are awarded as they become available and may NOT necessarily coincide with an applicant’s immediate desire or need for housing.
- 7.2. **Selection Criteria.** RCHA shall utilize the date/time of eligibility as the first criteria in the selection process. Secondly, area of preference shall be considered.

A. Example 1 Three bedroom wait list

Standing	Date of Eligibility	Name	Preference Area
1.	03/07/05	John Doe	Old Housing Only
2.	05/08/05	Jane Lamp	New Housing Only
3.	07/09/05	Mary Doe	Old Housing Only

A three bedroom unit in New Housing is available. The applicant at the top of the waiting list, John Doe, has indicated he only wants Old Housing. As such, RCHA shall go to the number two person on the list and offer her the unit because she is the first one in line who has a stated preference for New Housing. John Doe retains his top position for an opening in Old Housing.

B. Example 2 Three bedroom wait list

Standing	Date of Eligibility	Name	Preference Area
1.	03/07/05	John Doe	Old Housing (1) New Housing (2)
2.	05/08/05	Jane Lamp	New Housing Only
3.	07/09/05	Mary Doe	Old Housing (1) Hillside (2)

A three bedroom unit in New Housing is available. The applicant at the top of the waiting list, John Doe, has indicated he would take either Old Housing or New Housing. As such, RCHA staff shall offer him the unit in New Housing because he was the first on in line who had a state preference for New Housing. Should John Doe refuse the unit, he would go to the bottom of the waiting list and the unit would be offered to Jane Lamp.

7.3 **Waivers or Exceptions.** Waivers or exceptions to this selection criteria may only be granted in the event of unusual or extenuating circumstances.

A. If an applicant is seeking a waiver or exception to the selection criteria, he/she must submit a written request to the Chairman of the Board of Commissioners, with a copy to the RCHA staff. The written request must specify the reason(s) why the situation is so unique that it warrants placement of the applicant ahead of everyone else on the waiting list.

B. The Board of Commissioners shall review the request at its next regularly scheduled meeting.

C. If the Board of Commissioners concurs with the applicant's request, they shall so note that decision by passing a motion approving a policy waiver.

7.4. Final Review of Verifications.

- A. RCHA staff shall review **ALL** the verifications in the applicants file.
- B. All information pertinent to the application shall be re-verified prior to actual "*formal*" award of the unit.
- C. If the staff determines that **ALL** verifications are current (or have been updated) and that the applicant is still "*income eligible*", then he / she shall notify the applicant of the selection.

7.5 Notifying the Client. Staff shall notify the applicant, in writing, about the availability of the unit and his / her selection for that unit.

7.6. Notification Content. The notification letter that goes to applicant, selected for Housing Assistance, shall include the following:

A. Rent / Homebuyer Payments.

(1) Rents and Homebuyer Payment Standards.

- (a) **Rents.** Currently, rents for HUD funded housing programs, are set at twenty percent (20%) of the households ADJUSTED GROSS INCOME.
- (b) **Homebuyer Payments.** Currently, rents for HUD funded homeownership programs, are set at fifteen percent (**15 %**) of the households ADJUSTED GROSS INCOME.

(2) Estimating Monthly Rent and Homebuyer Payments. A preliminary Rent / Homebuyer Payment Calculation, based on the information available to the Housing Authority staff, shall be prepared to show the prospective new client what to expect in the way of monthly payments.

- (a) The policies and procedures used to establish monthly rents and / or homebuyer payments are found in the Housing Authority's Rent and Collection Policy.

- (b) The Housing Authority's Rent and Collection Policy should be referred to for ALL information on how to determine rent / homebuyer payments, make changes to said payments, re-determine rent / homebuyer payments, and required action(s) in the case of non-payment and / or defaults.

B. Security Deposit Requirements.

- (1) Advise applicants, who will be executing a Rental Lease Agreement, that they are required to make a Security Deposit payment at their upcoming Orientation session.
- (2) The amount of the Security Deposit is set at \$300 or the equivalent of one months rent, whichever is greater.
- (3) Informing the new client, about the Security Deposit requirements, is very important because all too often clients want to move in, however, they did NOT have the foresight to set money aside to cover their Security Deposit obligation. The Security Deposit must be paid IN FULL prior to move-in.

C. Down Payment Requirements.

- (1) Advise applicants, who will be executing a Mutual Help and Occupancy Agreement (MHOA), that they must be willing and able to make the required Down Payment at their upcoming Orientation session.
- (2) The amount of the Down Payment shall be made known to the perspective new client. As noted previously, the Mutual Help Down Payment contribution is set at **\$1,500**.
- (3) Informing the new client, on the Down Payment requirements, is very important because all too often clients want to move in, however, they did **NOT** have the foresight to set money aside to cover their Down Payment obligation. ***The Down Payment must be paid IN FULL prior to move-in.***

B. Notice Content. This form letter shall:

- (1) Clearly state that the applicant has been selected as a "prospective" client for participation in the Housing Assistance program they applied for.

- (2) Clearly identify the unit number, apartment number (if applicable), location, and program type.
- (3) Clearly state that the applicant shall be required to participate in a MANDATORY Program Orientation session prior to occupancy (Move-In) and release of keys (by Housing) for the unit. The scheduled Orientation date and time should also be noted.
- (4) Identify the name of the applicants **Office Manager**.
- (5) Clearly state that a **Homebuyer Agreement (MHOA), Contract, or Rental Lease Agreement** needs to be executed prior to occupancy (move-in). To accomplish that, the applicant shall be advised that he / she must be willing to sign a **Letter of Intent** to enter into the **Homebuyer Agreement (MHOA), Contract, or Rental Lease Agreement**.
- (6) Clearly state that the NOTICE is **NOT** a contract and does **NOT** obligate the **Housing Authority** in any way.

C. **Declaration of Acceptance / Refusal.** The **Office Manager** shall also enclose a copy of the “**Declaration of Acceptance / Refusal**” form letter for the applicant to sign and return to Housing.

See Appendix **26** for a Sample of the **Housing Authority’s “Declaration of Acceptance / Refusal”** form letter.

D. **Mutual Help Program.** If an applicant is being considered for award of a Mutual Help home, several other stipulations apply.

- (1) In addition to signing the **Declaration of Acceptance / Refusal** form letter, Mutual Help applicants must sign a letter of intent to enter into a Mutual Help and Occupancy Agreement (MHOA);
- (2) They must also agree to attend mandatory Homebuyer Training / Counseling sessions that describe their obligations under the Mutual Help program.

7.7. **Acceptance / Denial of Unit Awarded.** Applicants shall have five (5) business days (from the date of the official notification letter) in which to respond to the notification.

A. **General.** The notification letter requires the applicant to denote whether he / she will accept or deny the unit being awarded.

B. **Applicant Accepts.**

- (1) Should an applicant **accept** the unit that has been awarded to him / her, the **Resident Services** staff shall immediately notify the **Office Manager** of the acceptance (so that the waiting list (comments section) can be updated).
- (2) The **Resident Services** staff shall then move on to the Orientation phase (see Section 8 of this document for details).
- (3) **Impact on Waiting List Standing.**
 - (a) After receipt of “**acceptance**” (in the Declaration of Acceptance / Refusal letter) the **Office Manager** shall remove the applicants name from the applicable waiting list in the **Housing Authority’s** computer database.
 - (b) The **Office Manager** shall enter a comment into the Waiting List file (comments section) denoting the date of assignment; unit number / location assigned and projected move-in date.
 - (c) If the applicant has signed up for other programs (i.e. Mutual Help) and was awarded a Rental Unit, there would be **NO** change in his / her status on the Mutual Help waiting list, provided they keep the application updated.

C. No Response From Applicant.

- (1) Failure, on the part of the applicant to respond to the letter of notification, within the established five (**5**) day time frame, shall result in an automatic “**Refusal**” status being invoked for the unit.
- (2) This shall then be treated the same as a **declination** and processed accordingly (see Section 7, Para 7.12. D. above).

D. Applicant Declines.

- (1) Should an applicant **decline** a unit that has been awarded to him / her, the **Resident Services** staff shall immediately notify the **Office Manager** of the declination.
- (2) The **Office Manager** shall ask the **Office Manager** to go to the applicable Waiting List and select the next eligible applicant from the **TOP** of the Waiting List and issue a notification letter to them.

- (3) Under these circumstances the selection / notification process shall start anew (refer back to Section **7**, starting at Para **7.3**. for details.)
- (4) **Impact on Waiting List Standing.**
- (a) An applicant who declines or refuses to accept a unit, in an area that he / she identified as a preference on the application, shall **NOT** be removed from the waiting list, however, the applicant shall be dropped to the bottom of the waiting list (for that particular program) that he / she is currently on.
- (b) For example:
- 1/ An applicant has applications in for both rental and homeownership programs.
 - 2/ If he / she was offered a rental unit in **Old Housing** (a stated preference area along with **New Housing**) and turned it down, he / she would be dropped to the bottom of the **Old Housing** and **New Housing** rental waiting lists.
 - 3/ There would be **NO** change in his /her status on the homeownership waiting list.
- (c) Applicants can avoid losing their standing on the waiting lists by **ONLY** listing those areas that they “*really*” want to live in when filling out their applications. Processing an applicant for an area that he / she doesn’t really want constitutes a waste of time for both the **Housing Authority** staff and the individual applicant. It also causes unnecessary delays in filling vacant units.

7.8. **Disposition of Home / Trailer Home.**

- A. It is at this point in time that applicants, who are currently residing in a trailer home or another home, that they own, must provide “*Legal*” proof of disposition, of said property, to the **Housing Authority** before actual award of a unit can go forward.

- B. Proof of disposition must be completed, to the satisfaction of **Housing Authority** Management, before the applicant can proceed to the ORIENTATION phase.
 - C. **Rational.**
 - (1) This is necessary to ensure that the applicant does **NOT** receive Tribal and / or Federal Housing Assistance when he / she already owns a home or trailer home.
 - (2) In a sense, retaining a home / trailer home while participating in another federally subsidized Housing Assistance Program constitutes DOUBLE DIPPING and shall **NOT** be tolerated.
 - (3) What we have found happens is that people in this situation reside in a federally subsidized home while at the same time they are renting out their former home / trailer home. Unfortunately, most of them purposely FAIL to report the rent as income in order to avoid higher monthly payments for their federally subsidized unit.
- 7.9. **Orientation.** Once an applicant accepts a unit, the next step is **Orientation** as a beginning of the move-in process.

SECTION 8

ORIENTATION

- 8.1. **Orientation Actions.** In preparation for the pre move-in Orientation, the **Office Manager** shall take the following actions:
- A. Prepare a Rental Lease and / or Homebuyer Agreement (MHOA), as applicable, and have it ready for the new client to sign;
 - B. Prepare a Payment Computation Worksheet based on the new clients reported household income;
 - C. Set up a new Client File;
 - D. Set up an Orientation Control Sheet;
 - E. Set up a Rolodex Card with the new clients pertinent data on it;
- B. The major topic areas covered on the **Orientation Control** are:

- (1) Rental Lease / Homebuyer Agreement (MHOA), as applicable.
 - (2) Utilities and clients responsibilities to pay.
 - (3) Tribal Ordinances;
 - (4) Sanitation and Safety;
 - (5) Other.
- C. The **Office Manager** shall ensure that **ALL** other forms and / or documents are executed before the new client is released from the Orientation session.
- D. **Acknowledgements.** At the conclusion of the Orientation, the **Office Manager** shall ensure that:

8.2. The Rental Lease / Homebuyer Agreement (MHOA).

A. Security Deposit / Down Payment.

- (1) Before the applicant shall be allowed to execute the lease, he / she must have the **FULL AMOUNT** of the Security Deposit (for rentals) or the full amount of the homebuyer Down Payment (for Mutual Help) - which ever is applicable.
- (2) Payment of the Security Deposit / Down Payment shall be in the form of a personal check, money order, or cash.

B. Executing the Rental Lease / Homebuyer (MHOA) Agreement.

- (1) Prior to admission to any program, a Rental Lease / Homebuyer (MHOA) Agreement must be executed by the person(s) who is / are to be responsible (both legally and morally) for the unit, and who is / are actually looked to and held accountable for the family's need.
- (2) **Who executes the Rental Lease / Homebuyer Agreement (MHOA).**
 - (a) The head of household must execute the Rental Lease / Homebuyer Agreement (MHOA).
 - (b) If married, and the spouse is residing in the unit, he / she must co-sign the Rental Lease / Homebuyer Agreement (MHOA).

- (c) If two (2) unmarried individuals intend to lease a unit together, both of them *must* execute the Rental Lease / Homebuyer Agreement (MHOA).
- (d) The **Office Manager** shall execute the Rental Lease / Homebuyer Agreement (MHOA), on behalf of the **Housing Authority**.

C. Following Execution of the Rental Lease / Homebuyer Agreement (MHOA).

- (1) After a Rental Lease / Homebuyer (MHOA) Agreement has been executed, the terms and conditions of the agreement shall prevail from that day forward and until the agreement is “officially” terminated.
- (2) Leaseholders are required to abide by:
 - (a) The terms and conditions of the lease.
 - (b) Future addendum’s that may be necessitated.
 - (c) Any local, State, or Federal guidelines that are applicable for continued eligibility in the program they are participating in.
- (3) The Office Manager shall ensure that the new client is provided with a copy of the “signed” and “executed” Rental Lease / Homeownership (MHOA) Agreement (as applicable).
- (4) The “original” of the Rental Lease / Homebuyer (MHOA) Agreement shall be retained in the clients permanent Housing Authority file.

D. Updates. The **Housing Authority** shall endeavor to keep the Rental Lease / Homebuyer (MHOA) Agreement current and in compliance with all State and Federal Laws.

- (1) Changes and / or updates to the Rental Lease / Homebuyer (MHOA) Agreement may be accomplished through the use of addendum’s.
- (2) Should an addendum be required, leaseholders shall be required to sign them.

- (3) Failure, on the part of the leaseholder, to sign an addendum to the Rental Lease / Homebuyer (MHOA) Agreement can result in termination of the lease and eviction.

E. New Lease Agreements.

- (1) In the event it becomes necessary for the Housing Authority to issue a “new” Rental Lease / Homebuyer (MHOA) Agreement, leaseholders (Rental and Mutual Help) shall be encouraged to execute the “new” lease agreement.
- (2) By Law, the Housing Authority can NOT force leaseholders to execute a “new” lease agreement.
- (3) The Housing Authority can, however, demand that the leaseholder sign for and acknowledge receipt of a lease ADDENDUM, which covers any changes / revisions that might be necessary to update / strengthen the existing lease agreement.

- 8.3. **Notification of Utility Service Providers.** The final step, prior to move-in, shall be for the Office Manager to contact the local utility company, servicing the area where the unit is located, and request that billing for service to the unit be transferred from the Housing Authority to the new client.

DISTRIBUTION: Housing Department Staff
Tribal Administrator
Legislative Committee on Housing Members
Tribal Legislative Staff
HUD – Regional ONAP Office