

HOUSING AUTHORITY POLICY

OCCUPANCY

ADOPTION

The OCCUPANCY Policy for the Red Cliff Housing Authority was developed by the Housing Authority Staff, reviewed by the Tribal Administrator, Program Attorney's Office and the Housing Authority Board of Commissioners. It was subsequently adopted by the Red Cliff Tribal Council (by Motion / Resolution – See *Appendix 1*) on _____. This policy goes into effect on _____.

This policy supersedes all previous Housing Authority OCCUPANCY POLICIES.

INTRODUCTION

A goal of the Red Cliff Housing Authority (RCHA) is to provide affordable housing for qualified families, in a safe and healthy environment. Once eligibility for admission has been established, and a family moves into a unit managed by RCHA, clients and their families are expected to abide by those OCCUPANCY standards established by the RCHA.

This policy provides clients and their families with the framework and guidelines necessary to ensure a safe and healthy living environment for **ALL** those who are living within the community. It is also intended to protect the tribe's investment in its housing resources by detailing the clients "*Rights and Responsibilities*" while participating in housing programs as well as the "*Rights and Responsibilities*" of RCHA Management towards its clients.

In some cases, the degree of applicability will vary from program to program. Where there are differences, the Policy will so note them.

APPLICABILITY

This policy has been designed to:

- Comply with Federal Housing Statutes and Regulations.
- Serve as a guide, for RCHA Staff and Housing Board Members to use for enforcing OCCUPANCY standards.
- Provide for consistent, fair, equitable, and uniform treatment of clients.
- Provide a basis for decision-making by RCHA Management, Staff, Members of the Housing Board and Members of the Tribal Council.
- Serve as a training and orientation manual for newly hired Staff and appointed Housing Board Members.
- Educate RCHA Clients and the public on the basis for RCHA decisions.

This policy applies to the following:

- Low Income Rental – Single Family Housing units managed by RCHA
- Low Income Rental – Elderly and Apartment type units managed by RCHA
- Mutual Help units managed by RCHA
- Any other units managed by RCHA not specifically excluded below

This policy does NOT apply to the following programs:

The Emergency and/or Transitional Housing Shelter Program managed by the Tribe

GENERAL

The dwelling unit provided to clients is considered to be their home, as such; they are entitled to similar privacy and privileges that one could expect in a private home.

Living in Tribal Housing typically finds families in a more confined atmosphere and requires clients to abide by certain guidelines established by RCHA to ensure the safety and well being of their family as well as their neighbors.

Some of the responsibilities levied on RCHA clients are obvious, such as:

- A. Courtesy and quietness'
- B. Observation of the ***Rules of Occupancy***.
- C. Care and maintenance of the dwelling unit and RCHA and Tribal property.

To ensure **ALL** clients are aware of their responsibilities, RCHA has developed a "***Rules of Occupancy***" handout that summarizes the contents of this Policy.

- A. A copy of the "***Rules of Occupancy***" handout shall be provided to each client, during his or her initial ORIENTATION (per the **Housing Authority's** Admissions Policy). ***

See Appendix 2 for a copy of the **RCHA's "*Rules of Occupancy*"** handout.

This policy has been set up, with the section titles in alphabetical order, to help facilitate finding things quickly and easily.

SECTION 1

ACCESS TO UNITS

The following applies to **ALL Programs**

- 1.1. **Client Obligations.** Clients are required to allow RCHA staff into their dwelling units for the purposes of conducting "***Official Business***".
- 1.2. **Examples.** Examples of "***Official Business***", which require access to the dwelling unit, are:
 - A. **Inspections.** Performing Inspections (Move-In, Move-Out, Interim, Annual, and Emergency).
 - B. **Maintenance.** Performing Maintenance (Routine and Preventive).
- 1.3. **Inspections.** When it becomes necessary for RCHA staff to enter a dwelling unit, RCHA shall, to the extent feasible, furnish the client with advance notice of such inspection.
 - A. Inspections (***Interim, Annual***).
 - (1) **Notification Timeliness:** For Move-in, Move-Out, Interim, and Annual Inspections, RCHA shall provide the client with a WRITTEN

Notice; giving advance notice of the scheduled inspection date. The following time-lines shall be utilized as a guide for setting timelines for those notifications:

(a) **Interim** Seven (7) Calendar Days

(b) **Annual** Seven (7) Calendar Days

(2) **Notification Content:** See Appendix **3** for a Sample of the RCHA's "**Notification of Scheduled Inspection**" letter.

B. Inspections (**Emergency**).

(1) **Emergency Criteria.** In EMERGENCY situations, it will **NOT** be possible for RCHA staff to provide the client with advance notice of the entry / inspection. EMERGENCY situations which can warrant entry / inspection include, but are **NOT** limited to, the following:

(a) Dog(s) **Barking** incessantly inside the unit for **NO** apparent reason.

(b) Entry **Door(s)** that have been **broken** / kicked in.

(c) **Fire / Flames** are visible coming from the dwelling unit.

(d) **Law Enforcement** Requests (i.e., search warrants).

(e) **Smoke** is visible coming from the dwelling unit.

(f) **Water** is visible coming from the dwelling unit.

(g) **Window(s)** that have been **broken** out for **NO** apparent reason.

(2) **Advising the Client of Entry.** If it is necessary to enter a home, under an EMERGENCY situation, and **NO** ADULT member of the household is present, RCHA staff who enter the unit shall prepare a "**Notification of Emergency Entry**" form with information as outlined in Appendix 4:

C. The Housing Authority shall maintain a supply of these forms and distributed as follows:

(1) A copy of the "**Notification of Emergency Entry**" form shall be left at the client's dwelling unit.

(2) A copy of the "**Notification of Emergency Entry**" form shall be placed in the client's permanent file.

D. Inspections (Annual).

- (1) Annual inspections shall be conducted in accordance with Section **19** (entitled: *Inspections*) of this document and the RCHA MAINTENANCE Policy.
- (2) Clients shall allow RCHA Maintenance staff access to their units for the purposes of conducting annual inspections.

1.4. Entry for “**Routine**” and “**Preventive**” maintenance of **Rental** Units.

- A. “**Routine**” Maintenance. RCHA Maintenance staff need access to a client’s home in order to perform “*routine*” maintenance such as annual furnace cleaning and fire extinguisher inspections and to perform work requested by clients.
- B. **Client Responsibilities.** Clients, in **ALL Rental Programs**, shall allow RCHA Maintenance staff access to their units for the purpose of conducting “*routine*” and “*preventive*” maintenance.
- C. **Advance Notification.** RCHA staff shall endeavor to give clients at least twenty-four hours advanced notice of “*scheduled*” maintenance (routine and preventive).
- D. **Use of the Master Key.** In the event neither the client (or anyone from his / her family) are home, when the Maintenance personnel arrive, the Maintenance personnel shall enter the unit by making use of the “*master key*”. This allows the Maintenance staff the opportunity to complete the needed service calls for which they were dispatched.
 - (1) RCHA shall retain, on file, a “**Permission to Enter**” form, signed by the client. This “**Permission to Enter**” form is worded in such a manner so as to give RCHA staff the right to enter a unit in the event the client (or anyone from his / her family) are **NOT** home when they arrive.

See Appendix **5** for a Sample of the Housing Authority “**Permission to Enter**” form.
 - (2) A copy of the “**Permission to Enter**” form shall be filed in the client’s permanent file.

SECTION 2

BURNING

The following applies to **ALL Programs**

2.1 General

- A. Clients are **NOT** allowed to burn trash and yard waste and other such items outside or on the yard around / adjacent to their dwelling unit. Burn barrels are not allowed in RCHA units.
- B. Clients may have “firepits” with RCHA approval. Firepits must be properly contained and located a safe distance from the dwelling unit.

SECTION 3

BUSINESSES WITHIN THE HOME or ON DWELLING UNIT PROPERTY

Applies to all RCHA Properties.

3.1 General Rule – Businesses are Not Allowed. Exception for Low Impact Home Business Activities

- A. If a client wishes to utilize RCHA their dwelling unit for such business as personal representative (such as an AVON representative), business consulting or other such business which have low impact to neighbors and to the dwelling unit, the client must receive permission from RCHA to establish such a business from RCHA.
- B. **Written Request Required.** Clients are required to submit a formal WRITTEN request to RCHA before the business venture may be started.
- C. **Request Content.** That request shall include:
 - (1) A brief description of the proposed business.
 - (2) Start up date.

- (3) Anticipated impact of the business on the dwelling unit (if any).
- (4) Number of employees.

D. Request Review.

- (1) RCHA shall forward **ALL** such requests to the RCHA Board.
- (2) Following receipt of the request, the Board shall schedule the clients written request for a review at their next regularly scheduled meeting.
- (3) The Board shall be responsible for reviewing such requests and approving / denying them.

E. Request Approval Criteria. The **Board** may grant or deny this privilege when the client provides the following assurances and meets the following conditions: Before action on a request the client is to provide the following assurances and meet the following conditions:

- (1) The unit shall remain the client's PRINCIPLE place of residence.
- (2) The business activity shall **NOT** disrupt or negatively impact the basic residential nature of the housing site, neighborhood, community, or disturb the clients neighbors. This includes excessive numbers of people coming and going from the premises (to include pedestrians and vehicle traffic) that would disrupt public access to area.
- (3) The business shall **NOT** require any permanent structural changes to the unit that would adversely affect a future client's use of the unit.
- (4) The client has a current business license and liability insurance (as applicable) and has provided Housing with a copy of such documentation.
- (5) The business activity will **NOT** violate any zoning codes.
- (6) All business income must be reported to Housing Authority Staff for purposes of recertification.

F. Request Approval Notification. After the Board has reviewed the request, and rendered a decision (for or against) they shall notify the client of their decision (approval / disapproval), in WRITING.

SECTION 4

CHANGES TO WRITTEN AGREEMENTS

The following applies to **ALL Programs**

- 4.1. **General.** The Rental Lease / Homebuyer (MHOA) Agreement (as applicable) evidence the entire written agreement between RCHA and the client.
- 4.2. **Review Requirements.** The **Housing Authority** shall review the Rental Lease / Homebuyer (MHOA) Agreement annually to determine if any changes are necessary. Changes could become necessary due to changes in Federal, State, or Tribal Laws / Regulations that affect housing.
- 4.3. **Change Review / Approval Process.** In the event the **Housing Authority** determines that changes to the Rental Lease / Homebuyer (MHOA) Agreement are necessary, they shall be done through a formal review / approval process.
 - A. The **Housing Authority** staff shall work with the **Housing Authority's** attorney to draft the recommended changes.
 - B. Those changes shall then be submitted to the **Board of Commissioners**, as an agenda item, at one of their regularly scheduled meetings.
 - C. The **Board of Commissioners** shall review said changes and recommend approval / disapproval.
 - D. The decision of the **Board of Commissioners**, to either approve / disapprove, shall be duly noted in the minutes of the meeting at which the decision was made.
 - E.
- 4.4. **Methods of Change.** Changes to the Rental Lease / Homebuyer (MHOA) Agreement can be published as an ADDENDUM or by completely REISSUING a corrected / updated version of the Rental Lease / Homebuyer (MHOA) Agreement.
 - A. **Addendums.**

- (1) Executing a “*new*” Rental Lease / Homebuyer (MHOA) Agreement is desired, the **Housing Authority** staff can **NOT** demand that the client execute a new Rental Lease / Homebuyer (MHOA) Agreement.
- (2) For legal purposes, the original Rental Lease / Homebuyer (MHOA) Agreement, remain legally binding documents until they are terminated by either party or modified or terminated by operation of law or by a court of competent jurisdiction.
- (3) The terms and conditions of the Rental Lease / Homebuyer (MHOA) Agreement do, however, allow for ADDENDUM's to be legally binding instruments.
- (4) To ensure that clients are aware of published ADDENDUM's, the **Housing Authority** shall:
 - (a) Advise clients of any change(s) to the Rental Lease / Homebuyer (MHOA) Agreement and the effective date of said change(s) by mailing them a copy of the ADDENDUM.
 - (b) The Resident Services staff shall place a copy of the “*dated*” ADDENDUM and “*dated*” Transmittal Letter in the client's permanent **Housing Authority** file.

B. Re-Published Agreements.

- (1) The **Housing Authority** shall advise clients of any change(s) to the Rental Lease / Homebuyer (MHOA) Agreement and the effective date of said change(s) by mailing them (via First Class Mail) a copy of the “*republished*” Rental Lease / Homebuyer (MHOA) Agreement along with the change(s) highlighted.
- (2) The Housing Staff shall place a copy of the “*dated*” and “*republished*” Rental Lease / Homebuyer (MHOA) Agreement, as well as the “*dated*” transmittal letter, in the client's permanent **Housing Authority** file.
- (3) The **Housing Authority's** staff shall endeavor to get clients to come in and execute the “*republished*” Rental Lease / Homebuyer (MHOA) Agreement as soon as possible.
 - (a) While getting “*new*” Rental Lease / Homebuyer (MHOA) Agreement executed is desired, the **Housing Authority** staff can **NOT** demand that the client execute a new Rental Lease / Homebuyer (MHOA) Agreement.

- (b) For legal purposes, the original Rental Lease / Homebuyer (MHOA) Agreement remain legally binding documents until they are terminated by either party.

4.5. **Notifying Clients of Changes.** See Appendix **6** for a Sample of the **Housing Authority “Notification of Change to the Lease Agreement”**. This is mailed to clients (via Regular First Class Mail) to alert them to the fact that there have been change’s / addendum’s issued to the Rental Lease / Homebuyer (MHOA) Agreement.

SECTION 5

CLEANLINESS and SANITATION ISSUES

The following applies to **ALL Programs**

- 5.1. **Cleanliness.** Clients shall keep the premises of their dwelling unit, both inside and out, in a clean and sanitary condition at **ALL** times.
- 5.2. **Garbage.**
 - A. Clients shall **NOT** deposit garbage, refuse, rubbish or cuttings on any street, road, or common properties, except on scheduled trash collection days.
 - B. Clients shall deposit **ALL** garbage, refuse, rubbish and cuttings in suitable metal or plastic containers, as approved by the **Housing Authority**.
- 5.3. **Housekeeping.**
 - A. Clients shall ensure proper housekeeping standards are employed in the upkeep of their unit.
 - B. Housekeeping responsibilities include, but are **NOT** limited to the following:
 - (1) Keep common areas (i.e., stairs, hallways, etc.) clean and free of litter.

- (2) Keep **ALL** rooms in the home / apartment, to include the basement, clean and sanitary.
- (3) Properly dispose of trash and garbage.
- (4) Keep appliances and equipment clean and sanitary.

5.4. **Weekly (Curb Side) Garbage Pick up.**

- A. The **Housing Authority** provides curb side garbage pick-up, within **ALL** Housing Areas, on a weekly basis. This service is provided, at **NO** cost to the clients.
- B. Garbage Pick up will take place on **Tuesday** of each week.
- C. Garbage should be at the curbside pick up point by **8 a.m.** on **Tuesday**.
- D. It is the client's responsibility to take their garbage out to the curbside pick up point.
- E. It is the client's responsibility to place garbage in approved (metal or plastic) containers prior to placing it curbside. This is required to ensure that animals do **NOT** disrupt it and make a mess. As such, it should be noted that *paper bags and paper boxes*, are **NOT** approved containers.
- F. It is also the client's responsibility to separate out recyclable materials from their garbage prior to placing it curbside.

SECTION 6

CONDUCT Of CLIENT's FAMILY and GUESTS

The following applies to **ALL Programs**

6.1. **Criminal Activity.**

- A. Clients, any member of the client's household, guest, or other person under the client's control, shall **NOT** engage in criminal activity, including drug-related criminal activity, on or near the premises.
- B. Additional information, on "*Drug Related Criminal Activity*", can be found in Section **10** (entitled: *Definitions*) of this document.

6.2. Drug Use.

- A. Clients are **NOT** allowed to use or possess illegal drugs within their dwelling units or on the premises of their dwelling unit.
- B. Clients found to be using or possessing illegal drugs, within **Housing Authority** managed dwelling units, or on the grounds of **Housing Authority** managed units, are subject to RCHA actions as described in section 6.2 D of the Occupancy Policies.
- C. It is **NOT** the policy of the **Housing Authority** to wait for Criminal Convictions related to drug use / possession before Termination / Eviction actions are started. "**Reasonable proof**" that illegal drugs / drug paraphernalia were found in the dwelling unit or on the property is sufficient to move forward with **IMMEDIATE** Termination of the Rental Lease / Homebuyer (MHOA) Agreement and Eviction proceedings. For the purposes of this policy, **Reasonable Grounds** can be established when one or more of the following can be established:
 - (1) A law enforcement agency enters a dwelling unit, because:
 - (a) They received information about drugs being in the unit and evidence was later borne out by a police search.
 - (b) A referral from the **Housing Authority** staff to a law enforcement agency that they observed drugs in a unit and proof of that was later borne out by during the police search.
 - (c) Law enforcement agencies have had an on-going surveillance operation and confirmed that the unit was being used for illegal drug activity (i.e., buying, selling, use) and Search Warrant was executed and the unit searched by police.
 - (2) A law enforcement agency has conducted a "*field test*" on the suspected drugs, at the dwelling unit, and they determined that drugs were present in the unit.
 - (3) A search of the dwelling unit, by a law enforcement agency, revealed that "*drugs*" or "*drug paraphernalia*" were discovered in

the unit and that such “*drugs*” or “*drug paraphernalia*” were removed as evidence.

- (4) A law enforcement agency has provided the **Housing Authority** with copies of Incident Reports or Arrest Records or Drug Test results or other information with sufficient indicia of reliability that implicate a **Housing Authority** client / unit.

D The RCHA shall endeavor to work with clients. Eviction for minor drug charges should only occur when the following attempts have failed.

- (1) Where a client is convicted or there is reasonable grounds of Drug possession or possession of Paraphernalia the client shall show the Housing Authority evidence of rehabilitation. A copy of this evidence shall be placed in clients permanent tenant file.
- (2) Where a client is convicted or there is reasonable grounds of Drug possession or possession of Paraphernalia the client shall be placed on a six (6) month probationary period. During this probationary period, clients found to be using or possessing illegal drugs, within Housing Authority managed dwelling units, or on the grounds of Housing Authority managed units, are subject to **IMMEDIATE** Termination of their Rental Lease / Homebuyer (MHOA) Agreement and Eviction proceedings.
- (3) Clients who do not provide evidence of rehabilitation, or refuse to sign a six month probationary Rental Lease agreement are subject to immediate termination of their Rental Lease/ Homebuyer (MHOA) agreement and Eviction proceedings.

E. Clients who are convicted or there is reasonable grounds of more serious Drug related offenses (i.e. Intent to Deliver Drugs) on or off Housing Authority Properties are subject to immediate termination of their Rental Lease/ Homebuyer (MHOA) agreement and Eviction proceedings. These clients will not be given the options listed in 6.2 D above.

6.3. Termination of Lease / Eviction Proceedings.

- A. **Boarding up the Unit.** Provided the afore mentioned attempts to work with the client has failed and armed with the above noted evidence on ***Drug Use, Possession, Paraphernalia***, the **Housing Authority** Director has the authority to advise the Occupancy Specialist and Maintenance Division staff to move forward with boarding up the unit. (This, however, shall **NOT** be done until the law enforcement agency has finished their investigation and released the unit back to Housing).

- B. **Notification.** Once the decision to Terminate / Evict has been made, the **Housing Authority** Director shall advise the Occupancy staff to draw up the necessary paperwork required to notify the client of the **Housing Authority's** intentions to move forward with ***IMMEDIATE*** Termination of their Rental Lease / Homebuyer (MHOA) Agreement and Eviction proceedings.
- (1) See Appendix **31** for a Sample of the **Housing Authority's** "***Termination of Lease Notice***" form letter.
 - (2) **Time Lines.** The above noted actions shall be initiated, by the **Housing Authority**, within twenty-four (**24**) hours of receipt of "***formal***" notification from Law Enforcement that such a drug related event took place and involved a **Housing Authority** client / unit.
 - (3) **Supporting Documentation.** Supporting documentation for Drug Use / Possession (as noted in Section **6**, Para **6.2.C.** above) must be in place before the Housing Director can direct the staff to initiate Termination of Rental Lease / Homebuyer (MHOA) Agreement / Eviction proceedings.

6.4. **Loud Parties, Noise, Public or Private Disturbances.**

- A. Clients shall ***NOT*** conduct ***NOR*** permit ***Loud Parties. Excessive Noise, or Cause Public or Private Disturbances.***
- B. Clients cited two (**2**) or more times for ***Loud Parties*** or ***Noisy Activities***, within a twelve (**12**) month period, are subject to Termination of their Rental Lease / Homebuyer (MHOA) Agreement and Eviction.

6.5. **Public or Private Disturbances.**

- A. Clients shall ***NOT***, engage in or permit their family, friends or guests to engage in any type of ***Unlawful Activities***, or activities which cause a Private or ***Public Disturbance***. The following list constitutes some, but ***NOT ALL***, disturbances:
- (1) Disturbing the Peace.
 - (2) Discharging Firearms.
 - (3) Fighting.
 - (4) Public Drunkenness.

- (5) Using Profanity or Vulgar Language.
- (6) Roughhousing.
- (7) Disorderly Conduct

B. Clients cited by law enforcement are subject to Termination of their Rental Lease / Homebuyer (MHOA) Agreement and Eviction. Clients repeatedly causing disturbances in the neighborhoods are subject to termination of the Rental Lease/Homebuyers Agreement and Eviction.

6.6. Supervision of Children.

- A. Clients shall properly supervise their dependent children at **ALL** times.
- B. Clients shall **NOT** allow their children to play on roofs, in parking spaces, in trees, or other areas where their health and safety are at risk.

6.7 Tribal Ordinances. Clients, their family members, and visitors shall comply with **ALL** Tribal Ordinances dealing with Housing and affecting the use and / or occupancy of the dwelling unit.

6.8 Tribal Housing Policies. Clients, their family members, and visitors shall comply with **ALL** Tribal **HOUSING AUTHORITY** Policies dealing with Housing and affecting the use and / or occupancy of the dwelling unit.

6.9. Violence.

- A. Clients, any member of the client's household, guest, or other person under the client's control shall **NOT** engage in **acts of violence** or make **threats of violence**.
- B. This includes the unlawful discharge of a firearm in the dwelling unit or on / near the dwelling unit premises.

6.10. Reporting Problems.

- A. Clients, who want to report a noise complaint, or pass on knowledge of something illegal in nature, should contact the Tribal Police Department. After the proper law enforcement agency has been notified, then clients should contact RCHA .
- B. It is the hope of RCHA that clients will get along with one another. However, when a problem arises between neighbors, RCHA encourages

clients to first discuss the matter with their neighbor(s) in an attempt to resolve the issue.

- C. Clients who are unsuccessful in resolving problems should feel free to turn in a formal Complaint to the RCHA Office. Such complaints must be in writing and signed. Upon receipt, they shall be processed in accordance with RCHA's Grievance Policy.

SECTION 7

CONVEYANCE OF OWNERSHIP

(Mutual Help Program Only)

- 7.1. **General.** Conveyance of ownership under the Mutual Help Program is governed by the conditions within the Mutual Help Contract, signed with each Homebuyer.

SECTION 8

ORIENTATION

The following applies to **ALL Programs**

- 8.1. **General.** RCHA staff shall provide orientation to all program participants (Renters and Homebuyers) to ensure a full understanding by clients of their financial and social responsibilities under the Rental Lease / Homebuyer (MHOA) Agreement.
- 8.2. **Client Obligations.** Clients are required to participate in and cooperate fully with orientation sessions.
 - A. **Orientation.** The Pre-Occupancy Counseling session is known as "***Orientation***" and takes place prior to execution of the Rental Lease / Homebuyer (MHOA) Agreement.
 - (1) This session is intended to inform the applicant about:

- (a) Program requirements and procedures.
 - (b) The proper use of appliances and equipment.
 - (c) Proper homecare procedures.
 - (d) Proper yard upkeep procedures.
 - (e) How to locate and switch off utility services (i.e., water shut off valves, L.P. Gas shut off valves, circuit breaker panels, etc.).
 - (f) How to obtain keys, who to contact to get utility service started and what to expect at the Move-In Inspection.
- (2) Please refer to the **Housing Authority's** ADMISSIONS Policy for details on the Pre-Occupancy Counseling process.
- B. **Homebuyer Counseling.** "**Homebuyer Counseling**", shall be mandatory for those clients entering a Homeownership program (i.e., Mutual Help or Home Loan Programs).

SECTION 9

DAMAGES, REPAIRS and MAINTENANCE

9.1. **Rentals.** Client responsibilities for those in Low-Income Rental, Single Family and Elderly and Apartment Units:

A. **Prevention.**

(1) **Reasonable Care.**

Clients are required to use reasonable care and keep their dwelling unit in such condition so as to prevent health and sanitation problems from arising.

Clients, shall ensure that their guest(s) refrain from destroying, defacing, damaging, vandalizing or removing any part of the tribally owned premises or project.

B. **Responsibilities of the Client.**

- (1) The Leasee and his / her spouse are responsible for the actions of **ALL** their family members, friends and guests while they are in the dwelling unit.

- (2) Clients can be billed and held accountable for the destructive actions of their family, friends, and guest's.

C. **Repairs.**

- (1) RCHA shall make necessary repairs and improvements to dwelling units, with reasonable promptness, at its own cost.
 - (a) Generally speaking this covers those repairs and improvements resulting from NORMAL WEAR and TEAR.
 - (b) Damages to dwelling units which are intentional, due to negligence, or are caused by the client, his / her family or guest(s), shall be repaired by the **Housing Authority** and billed to the client (as noted below).

D. **Billing Clients for Repairs and Damages.**

- (1) Clients shall be billed reasonable charges, for the repair of intentional or negligent damage to their dwelling units which are caused by the client, his / her family and / or guest(s).
- (2) The client shall be responsible for prompt payment and if unable to make complete payment, will be required to enter into a repayment agreement with RCHA.

E. **When Work or Repairs are needed.**

- (1) **Notification.** Clients shall promptly notify RCHA of the need for any known repairs (i.e., to water or gas pipes, electric wiring fixtures, drains, toilets, fixtures, appliances, etc.) in his / her dwelling unit.
 - (a) Client notification, to housing, can be accomplished by any of the following means:
 - 1. ***In Person*** by visiting the RCHA office and informing the Receptionist.
 - 2. ***By Phone*** by calling RCHA at 715 779 3744.
- (2) **Work Orders.**

- (a) Once notified by the client, that work needs to be done on the dwelling unit, RCHA Maintenance Division shall open a WORK ORDER for the needed repairs.
- (3) **Use of Private Contractors.** Clients are prohibited from calling a private sector contractor to make repairs to their dwelling unit and then directing the contractor to bill RCHA.
 - (a) Clients who make such phone calls or arrangements, shall be held accountable for the payment of services they have requested – **NOT** RCHA.
 - (b) If the event RCHA can **NOT** take care of the needed maintenance / repair, and it is necessary to bring in a private sector contractor, RCHA Maintenance Division staff shall make those arrangements in accordance with the Tribes Procurement Policy.
- (4) **Painting.** Clients have the option to request interior paint for their units to decorate their interior from a selection of colors approved by RCHA.
- (5) **Beyond Normal Wear and Tear.** While RCHA Maintenance Division staff shall make needed repairs to the dwelling unit, those repairs that are determined to be BEYOND “*normal wear and tear*”, shall be billed to the client

F. **Reporting Damages Caused by Others.**

- (1) Quite often, clients report damages to their unit but insist they are **NOT** the one who caused the damage. The damage is often attributed to “*OTHERS*” whom the client did **NOT** invite into the dwelling unit or did **NOT** have any control over.
- (2) RCHA is **NOT** insensitive to this, however, we have found that it is often used as an excuse to avoid payment for damages.
- (3) In the event a client claims that he / she is **NOT** required to pay for damages caused by OTHERS (i.e., during a break-in, vandalism, etc.) payment shall be forgiven **if certain conditions are met.**
- (4) Those conditions are as follows:
 - (a) The incident must be reported IMMEDIATELY to the Police Department by the client.

- (b) The incident must also be reported to the **Housing Authority**, by the client, in WRITING, and within seventy-two (72) hours of the incident. The written statement must include the following information:
1. Clients Name.
 2. Clients Mailing Address and Phone Number.
 3. Clients House / Apartment Number.
 4. Date / Time of Incident.
 5. Those believed to be responsible.
 6. Clients comments regarding the situation.
 7. A copy of the Police INCIDENT REPORT.
 - a. Individuals who call the Police to report damages and / or vandalism are entitled to a copy of the INCIDENT REPORT.
 - b. Obtaining that police report and supplying a copy to the **Housing Authority** is the responsibility of the client - **NOT** the **Housing Authority**.
- (c) See Appendix **9** for a Sample of the **Housing Authority's "Report of Damages"** letter. Clients are encouraged to utilize this to facilitate the reporting process.

9.2. Homeownership - Mutual Help Program.

- A. **Homebuyer Responsibilities.** The Mutual Help program is a "homeownership" program, and per the terms and conditions of the Homebuyer's Mutual Help and Occupancy Agreement (MHOA), the homebuyer shall be responsible for the cost of **ALL** routine and non-routine maintenance and repairs (to include damages) to the dwelling unit and common property. This includes, **ALL** repairs and replacements (including repairs and replacements necessitated by damage from any cause).

- B. **Housing Authority Maintenance Obligations.** The **Housing Authority** shall **NOT** be obligated to pay for or to provide **ANY** maintenance for Mutual Help units other than the correction of warranty items reported during the applicable warranty period.
- C. **Failure to Maintain the Mutual Help Unit.**
- (1) Failure, by the Homebuyer, to perform maintenance obligations, instances of serious abuse or misuse of the unit, or failure to provide basic routine maintenance constitutes a breach of the Homebuyer Agreement (MHOA) and is grounds for Termination.
 - (2) Upon determination by **Housing Authority** that the Homebuyer has failed to adequately perform maintenance, the **Housing Authority** shall require the Homebuyer to agree to a specific **Plan of Action** to cure the breach and to assure future compliance.
 - (a) The **Plan of Action** shall provide for maintenance work to be done within a reasonable period of time by the Homebuyer.
 - (b) The **Housing Authority** shall use available resources, to provide assistance to the Homebuyer in the maintenance of the unit.
 - (3) If the Homebuyer fails to cure the breach or to agree to a **Plan of Action** or if the Homebuyer fails to carry out the agreed-to **Plan of Action**, the Homebuyer Agreement (MHOA) shall be terminated.
 - (4) If the **Housing Authority** determines that the condition of the property creates a hazard to the life, health or safety of the occupants, or if there is an immediate risk of damage to the property if the condition is **NOT** corrected, the corrective action shall be promptly completed by the **Housing Authority** and charged against the Homebuyer's MEPA, with supporting documentation and a Work Order.
- D. **RCHA Responsibilities.** Mutual Help participants should be aware of the fact that RCHA Maintenance Division is neither staffed nor funded (by HUD) to provide maintenance to Mutual Help units. As such, it does **NOT** bear a responsibility to provide maintenance (routine or otherwise) to Mutual Help homes. That responsibility clearly rests with the homebuyer.
- (1) **Exception.** In those cases where the Mutual Help home is located in a "remote" area and access to qualified contractors is **NOT** always possible, RCHA Maintenance Supervisor **MAY** assign staff to provide maintenance, however:

- (a) RCHA shall **NOT** be placed in a position where by it is "*obligated*" to work on Mutual Help homes, upon demand, by the homebuyers nor shall it be done as a "*first*" priority.
- (b) RCHA **MAY**, work load permitting, assist Mutual Help Homebuyers with maintenance issues.
- (c) When assisting Mutual Help clients with maintenance issues, it shall be done:
 - 1. On a case-by-case basis.
 - 2. On a **NOT** to interfere basis (with Rental Unit Maintenance for which the **Housing Authority** is required by LAW (NAHASDA) to maintain).
 - 3. When manpower and resources are **NOT** assigned to other priorities.
 - 4. At the discretion of the Maintenance Division Manager.
- (d) In **ALL** instances, when such maintenance is performed, the cost (labor / materials) shall be billed to the Mutual Help client.

SECTION 10

DEFINITIONS

- 10.1. **ABANDONMENT** - The term "***abandonment***" means, the absence of the resident (client and **ALL** members of his / her household) from the dwelling unit, ***without notice*** to the owner (**Housing Authority**) for a period of time that is in excess of seven (7) calendar days.
- 10.2. **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.
 - (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.** - **\$2000** for an elderly or disabled family.
- C. **MEDICAL AND ATTENDANT EXPENSES.** – The amount by which **3** percent of the annual income of the family is exceeded by the aggregate of -
 - (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.
- 10.3. **ADMINISTRATION CHARGE** - The term “**Administration Charge**” means the amount RCHA charges participants of its “*homeownership*” programs to cover operating / administrative expenses **NOT** covered by HUD.
- 10.4. **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.
- 10.5. **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.

See Appendix **10** for a Copy of HUD/ONAP's "**NAHASDA Guidance Bulletin 99-02**".

- 10.6. **CHILD** - (*From NAIHC Working Aid*) - The term "**Child**" means a member of the family, other than the Leasee or Spouse, who is under eighteen (**18**) years of age.
- 10.7. **CHILD CARE PAYMENTS** - 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.
- 10.8. **CLIENT** – The term "**Client**" means, an individual receiving affordable housing services from the **Housing Authority**
- 10.9. **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).
- 10.10. **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.
- 10.11. **ELDERLY PERSON** - (*From PL 104-330*) - The term "**elderly person**" means a person who is at least **62 years of age**.

- 10.12. **EXTENDED FAMILY MEMBER** - 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, or a First Cousin who live with a nuclear family.
- 10.13. **FAMILY** - (*From PL 104-330 & 24 CFR Part 1000*) - The term “**family**” includes a couple with or without children, an elderly family, a near-elderly family, a disabled family, and a single person as determined by the Indian tribe.
- 10.14. **FIREARMS** - The term “**firearms**” includes any rifle, shotgun, handgun, air rifle, B-B gun, bow and arrow, cross-bow, slingshot, slinger or wrist rocket.
- 10.15. **LEASEE** - (*NAIHC Working Aid*) - The term “**Leasee**” means, the adult member of the Family who is actually looked to, and held accountable for, the Family. The “**Leasee**” also assumes legal and moral responsibility for the household. Furthermore, the “**Leasee**” must be eighteen (**18**) years of age or legally emancipated by the State.
- 10.16. **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.
- 10.17. **HOMEBUYER AGREEMENT** - (*NAIHC Working Aid*) - The term “**Homebuyer Agreement**” means the **Mutual Help and Occupancy Agreement**. See MHOA below.
- 10.18. **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.
- 10.19. **HUD** - (*Abbreviation*) - The abbreviation “**HUD**” means, the United States Department of **Housing and Urban Development**.
- 10.20. **IMMEDIATE FAMILY** - The term “**immediate family**” includes ones Father, Mother, Sister, Brother, Husband, Wife, Child, Father-in-Law, Mother-in-Law, Step Father, Step Mother, and Step Children.
- 10.21. **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.
- 10.22. **INDIAN** - (From PL 104-330) - The term "**Indian**" means, any person who is a member of an Indian tribe.
- 10.23. **ILLEGAL OCCUPANT** - (NAIHC Working Aid) - The term "**Illegal Occupant**" means, a person who is occupying a unit and who is **NOT** a member of the family (as specified in the Rental Lease / Homebuyer (MHOA) Agreement) and whose presence in the unit has **NOT** been authorized by the **Housing Authority**.
- 10.24. **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*
- 10.25. **INDIAN TRIBE** - (From PL 104-330) - The term "**Indian Tribe**" means, a tribe that is a federally recognized tribe or state recognized tribe.
- 10.26. **LEASE HOLDER** - 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.
- 10.27. **LIVE-IN AIDE** - 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 the person(s);
 - B. Is **NOT** obligated for support of those 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 a "**Live-in Aide**" does **NOT** have to be the Lessee, 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.

- 10.28. **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.
- 10.29. **MAINTENANCE** – The term “**maintenance**” means, **ALL** upkeep, repairs, renovating and replacement to the interior, exterior, equipment and grounds of the housing units managed by **Housing Authority**. Maintenance shall include the repair of any damage or deterioration caused by any source and also include **ALL** efforts to prevent damage (preventive maintenance) before they occur.
- 10.30. **MAINTENANCE WORK ORDER PRIORITIES** - The **Housing Authority’s “Work Order Priorities”** shall be as follows:
- # 1 - EMERGENCY:** An **Emergency** condition is one that threatens the life, safety, or health of the occupants or severely affects the dwelling unit / its immediate premises. If left un-addressed, this will result in more extensive damage and costly repairs.
*Work Orders prioritized, as “Emergency” must be responded to within **12 hours** of being reported.*
- # 2 - URGENT:** An **Urgent** condition is one where additional damage may occur to the unit unless corrective action is taken.
*Work Orders prioritized, as “Urgent” must be responded to within **24 hours** of being reported.*
- # 3 - ROUTINE:** A **Routine** priority is one that is NON-EMERGENCY in nature that requires maintenance or work that was reported by the tenant or RCHA staff.
*Work Orders prioritized, as “Routine” must be responded to or scheduled within **one (1) week** of being reported.*
- 10.31. **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.

- 10.32. **MEPA** - (*From NAIHC Training Manual*) - The abbreviation “**MEPA**” means, **Monthly Equity Payments Account**. This is an account for the Mutual Help (Homeownership Program) which sets aside the homebuyers equity. Any amount over and above the administrative fee is placed in this account.
- 10.33. **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.
- 10.35. **MINOR** - The term “**Minor**” means, a person who is less than eighteen (**18**) years of age.
- 10.36. **MONTHLY ADJUSTED INCOME** - (*NAIHC Working Aid*) - The term “**Monthly Adjusted Income**” means, one-twelfth (**1 / 12**) of the clients Adjusted Household Income.
- 10.37. **MONTHLY INCOME** - (*NAIHC Working Aid*) - The term “**Monthly Income**” means, one-twelfth (**1 / 12**) of the clients Annual Household Income.
- 10.38. **NAHASDA** - (*From PL 104-330*) - The abbreviation “**NAHASDA**” means, the **Native American Housing Assistance and Self-Determination Act** of 1996.
- 10.39. **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**.
- 10.40. **NORMAL WEAR AND TEAR** - The term “**Normal Wear and Tear**” means, deterioration that occurs based upon the use for which the dwelling unit was intended, without negligence, carelessness, accident, abuse, or intentional damage of the premises / equipment (of the **Housing Department**) by the client or by any other person in the dwelling unit or on the premises with the client’s consent.
Note: Un-cleanliness does **NOT** constitute “**Normal Wear and Tear**”.
- 10.41. **PERMANENT STAYS** - The term “**permanent stay**” means, a stay that exceeds thirty (**30**) 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.

- 10.42. **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;

10.43. **PET** - The term “***Pet***” means a cat, a dog or a bird.

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

10.45. **SIGNIFICANT OTHER** - The term “***Significant Other***” means, someone who is ***NOT*** married to, but is residing with another person.

10.46. **SPOUSE** - The term “***Spouse***” means, the husband or wife of the Head of Household.

10.47. **TEMPORARY STAYS** - The term “***temporary stay***” means, one that does ***NOT*** exceed thirty (30) 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 thirty (30) calendar days, then permission for continued occupancy must be sought, from the **Housing Authority**, by the leaseholder.

Note: Stays beyond thirty (30) calendar days are deemed “***permanent***” and require additional **RCHA** processing. Review and approval shall be in accordance with the procedures outlined in the **RCHA ADMISSIONS** Policy.

SECTION 11

EMERGENCIES

The following applies to **ALL Programs**

11.1. Emergencies Requiring RCHA Notification / Response.

- A. Emergency notification, of RCHA staff, shall be limited to those ***Emergencies*** affecting housing units that are under management of RCHA.
- B. Examples of some of the more common ***Emergencies***, that require RCHA Notification and Responses are:
 - (1) An ***abandoned*** unit (that needs to be boarded up to secure the unit).
 - (2) Dog(s) ***barking*** incessantly inside the unit with ***NO*** response from anyone inside.

- (3) Entry **door(s)** that have been **broken** / kicked in (and need to be boarded up to secure the unit).
- (4) **Fire / flames** are visible coming from the unit.
- (6) **Smoke** is visible coming from the unit.
- (7) A **water** main break (that requires access to the main shut off valve, inside the house, in order to minimize damage).
- (8) **Water** coming from the dwelling unit (that requires access to the main shut off valve, inside the house, in order to minimize damage).
- (9) **Window(s)** that have been **broken** out (and need to be boarded up to secure the unit).

11.2. **Emergencies during Normal Business Hours.**

- A. When **Emergencies** occur, during **Normal Business Hours**, clients shall contact RCHA at 715 779 3744.
- C. RCHA staff shall respond to **Emergencies** immediately, upon notification.

11.3. **Emergencies After Normal Business Hours.**

- A. When **Emergencies** occur, **After Normal Business Hours**, clients can contact the staff, by calling the Tribal Police Department dispatcher at

The Police Department maintains an **Emergency Contact List** of key RCHA staff (and their phone numbers) and shall ensure that they are advised of **Emergencies**.
- B. RCHA shall ensure that the **Emergency Contact List** is updated and forwarded to the Police Department (and Housing Director) at least quarterly.

SECTION 12

FENCING

The following applies to **ALL Programs**

12.1. **General.**

- A. Clients interested in putting up a fence on the property of their dwelling unit shall submit a WRITTEN request to RCHA prior to installation.

12.2. Review of Request.

- A. The **Housing Authority** Maintenance Supervisor shall review the information submitted to ensure:
 - (1) That the plan is structurally sound.
 - (2) That the proposed fence shall **NOT** adversely impact existing sewer / water lines, utility easements, road easements, etc.
 - (3) That the proposed fence shall **NOT** impair the value of the home, the surrounding homes, or the project.
 - (4) That the proposed fence shall **NOT** impair the use of the home for residential purposes.
 - (5) That the proposed fence shall **NOT** violate the requirements stipulated in local building codes / ordinances regarding design and construction.
- B. If it is determined that the proposal does **NOT** violate any of the issues (as noted above), the RCHA staff shall recommend approval to the Director and the Board.

12.3. Funding for Fencing.

- A. **ALL** costs associated with installing "*client requested*" fencing shall be borne by the client – **NOT** the **Housing Authority**.
- B. **Mutual Help Only.**
 - (1) Clients in the Mutual Help program are PROHIBITED from obtaining financing for fencing, **if** that financing involves a LIEN being placed on the dwelling unit. The dwelling unit and property **MUST** remain unencumbered until conveyed to the client.
 - (2) Clients in the Mutual Help program may use their MEPA accounts to pay for the installation of fencing.

12.4. Fence Agreement. If installation of fencing is approved, the client shall be required to execute a Fence Agreement that binds him / her to the fence plan as submitted in the request. See appendix 11.

12.5. Compensation after Move-Out.

- A. After Move-Out the client shall **NOT** be entitled to any monetary compensation for expenses incurred while installing the fence.

- B. If the client has any outstanding liability (i.e., a loan or other financing) for the cost of the fence, that liability may **NOT** be assigned to the RCHA following a voluntary or involuntary Lease Termination.

SECTION 13

FIREARMS

The following applies to **ALL Programs**

- 13.1. **General.** Firearms, as defined in this document (See Section **10** entitled: *Definitions*), are prohibited from being used (discharged) in any dwelling unit and areas under management of RCHA.

Rational. RCHA is concerned for the safety and well being of **ALL** our clients and in particular the children in our community. It is our hope that by abiding by such a policy, the accidental discharge of firearms can be eliminated or greatly reduced.

SECTION 14

FIRE EXTINGUISHERS

The following applies to **ALL Programs**

- 14.1. **General.** One (1) or more fire extinguishers have been placed in **ALL** units under management of RCHA as a first defense against fires in the home.
- 14.2. **Location of Extinguishers.** Because fires most often start in the kitchen, fire extinguishers have been mounted somewhere in the kitchen area of each dwelling unit and as close to the stove as possible.
- 14.3. **Demonstrations on Extinguisher Use.** Clients shall be given a demonstration, on how the fire extinguisher works, during the Move-In orientation.

- 14.4. **Tampering with Extinguishers.** Clients shall **NOT** tamper with or remove fire extinguishers from the dwelling unit.
- A. Tampering with or removing fire extinguishers from a dwelling unit is grounds for Termination of the Rental Lease / Homebuyer (MHOA) Agreement and Eviction.
 - B. If a fire extinguisher is **NOT** in the unit, at time of MOVE-IN, clients should make this fact known to RCHA IMMEDIATELY so that one can be placed in the unit.
- 14.5. **Periodic Inspections of Extinguishers.** Certified checks shall be conducted at least “*annually*” and more frequently as time and resources permit.

SECTION 15

FIRES

The following applies to **ALL Programs**

- 15.1. **Who to Call.**
- A. In the event of a fire, in a dwelling unit that is under management by RCHA on the Reservation, clients should IMMEDIATELY notify local law enforcement authorities.
 - B. To report a fire, clients should call Emergency Services by dialing **911**.

SECTION 16

FLAMMABLES

The following applies to **ALL Programs**

Clients shall NOT store flammables (such as gasoline, kerosene, solvents, etc.) inside their dwelling unit. These types of flammable materials shall be kept, in proper and authorized storage containers, and stored outside the dwelling unit.

SECTION 17

GRIEVANCES

The following applies to **ALL Programs**

17.1 Informal Discussion Encouraged

Participants are encouraged to communicate complaints to the housing authority staff as soon as complaints arise, so that disputes and misunderstandings can be resolved efficiently and quickly. Complaints should be brought to the attention of the Executive Director in person, by telephone or in writing.

17.2 Conciliation Meeting

After receiving a complaint or grievance from a tenant, homebuyer, or applicant, the staff shall reply in writing with its decision within ten working days of receiving the complaint. A conciliation meeting shall be offered to complainants not satisfied with the written decision of the Housing staff. The conciliation meeting shall be offered within 5 working days of the complainant receiving the initial written decision and shall provide to the complainant the specific grounds in writing of the basis for Housing Authority action or non-action. The facts of the Housing Authority decision shall become part of the complainants file, and be available for any further review of the situation.

17.3 Grievance Hearing Request

A tenant, homebuyer, or applicant must request a grievance hearing within fifteen days from receipt of the Authority's staff written reply to a complaint or grievance (if a hearing is not requested within the required fifteen day period, the matter in dispute will not be considered further, the written decision of the housing staff will stand.) A conciliation meeting is not required prior to request for grievance hearing being frilled. The Housing authority staff shall provide a grievance hearing request form to the complainant who assists the complainant in filing the request, provides information on hearing procedures on who can attend the hearing, and any other requirements expected by the Board of Commissioners for such a hearing.

17.4 Grievance Hearing Requirements

A. Scheduling

When a request for grievance hearing from is filed, a hearing will be scheduled at the earliest mutual convenience of the Board of Commissioners and the complainant.

B. Appearance

If the tenant, homebuyer, or applicant requesting the hearing does not appear or is not excused from appearing, for reasons deemed invalid by the Board of Commissioners, the matter in dispute will not be considered further. The original Authority decision will stand.

C. Documents

Prior to the hearing, the grievant is entitled to view and copy, at the grievant expense, all documents upon which the disputed decision was based, or which will be presented by the Housing Authority at the hearing. No documents may be presented at the hearing for which the Authority has refused access to the grievant. The Authority is entitled to review, and to copy all documents the grievant intends to present at the hearing. Documents which have not been made available to the Housing Authority may not be presented at the hearing.

D. Representation

The grievant may be represented at the hearing by a lawyer or person of his or her choice.

E. Privacy Rights

The hearing shall be private unless the grievant requests a public hearing. The Board of Commissioners may limit public attendance or attendance of witnesses in order to promote orderly, fair and comfortable proceedings, and to protect the privacy of third parties.

F. Evidence

The Board of Commissioners shall determine the presentation and admission of evidence, procedure, and the order of witnesses, after considering input from the parties. The grievant may present evidence, and argument in favor of his grievance, object to and rebut Authority evidence, and confront and cross examine witnesses presented by the Authority. Evidence provided by either party must be relevant to the dispute raised in the written grievance.

17.5 Written Decision

The Board of Commissioners shall issue a written decision within ten working days of the hearing which shall be binding.

17.6 Continuation of Tenant and Occupancy Obligations During Greivance Proceedings.

A. Contract Obligations

Pending resolution of a grievance, the grievant must comply with his or her contractual obligations, such as making monthly payments, cleaning and maintaining the home and cooperating with Authority staff. During grievance proceedings, the Authority is not prevented from terminating the grievant for new or additional reasons not addressed in the grievance.

B. Separate Deposit of Disputed amounts.

The authority shall deposit funds under dispute into an escrow account and shall not use them for any purpose until a grievance hearing is held a decision rendered.

17.7 Appeal

The complainant may appeal the decision of the board through the appropriate judicial process.

SECTION 18

ILLEGAL OCCUPANTS

The following applies to **ALL Programs**

- 18.1. **General.** From time-to-time, clients allow individuals to occupy their units, for extended periods of time, ***WITHOUT*** first obtaining the prior WRITTEN approval of the **Housing Authority**. Typically, those individuals are referred to as the “*phantom boyfriend*” or the “*phantom girlfriend*”. In other words, people who are there, but they aren’t. At least, ***NOT*** legally or on paper. This is often done to avoid increases in monthly rental payments and / or homebuyer payments.
- 18.2. **Accommodations.** Clients are ***NOT*** allowed to give accommodations to individuals (other than those identified in the Lease Agreement) without the **PRIOR** written consent of the **Housing Authority**
- A. Failure, of the client, to notify the **Housing Authority** of changes in Household Composition is a violation of the Rental Lease / Homebuyer (MHOA) Agreement (as applicable).
- B. Clients found to be giving accommodations to individuals, without **Housing Authority** approval, are subject to Termination of their Rental Lease / Homebuyer (MHOA) Agreement (as applicable) and Eviction.

18.3. **Discovery.** In the event the **Housing Authority** becomes aware of **ILLEGAL OCCUPANTS** residing in a unit, the following actions shall take place.

- A. The **Housing Authority** Occupancy staff shall issue an “**Illegal Boarders Inquiry**” to the affected client.

See Appendix **13** for a Sample of the **Housing Authority’s “Illegal Boarders Inquiry”** form letter.

- B. The Client shall have ten (**10**) calendar days, from the issue date of the **Illegal Boarders Inquiry** form letter, within which to respond.

18.4. **Client Options.**

- A. When confronted with an **Illegal Boarders Inquiry**, clients shall be offered the opportunity to:

(1) **Deny** (in writing) that someone (**NOT** previously listed on the Family Composition form, Rental Lease / Homebuyer (MHOA) Agreement) now resides in the unit;

or

(2) **Acknowledge** (in writing) that someone (**NOT** previously listed on the Household Composition form, Rental Lease / Homebuyer (MHOA) Agreement) now resides in the unit.

- B. Clients shall also be offered the opportunity to have those individuals (**NOT** previously listed on the Household Composition form, Rental Lease / Homebuyer (MHOA) Agreement) added to the Family Composition.

- C. If a client desires to add someone to the Household Composition, after move-in, and submits a WRITTEN Request to that effect, the request shall be reviewed by the **Housing Authority** Staff.

- D. The review / approval provisions, outlined in the **Housing Authority’s** ADMISSIONS Policy, shall be applied here. This includes, but is **NOT** limited to:

(1) The client completing a new **Household Composition** form.

See Appendix **14** for a Sample of the **Housing Authority’s “Household Composition”** form.

(2) The client completing a new **Household Income** form.

See Appendix **15** for a Sample of the **Housing Authority's "Household Income"** form.

- (3) The proposed new Family Member (over **18** years of age) completing a **Criminal History Record Check** form.

See Appendix **16** for a Sample of the **State of Wisconsin's "Criminal History Record Request"** form.

- (4) The proposed new Family Member (over **18** years of age) completing the **Authorization for the Release of Information** forms.

See Appendix **17** for Sample of the **Housing Authority's "Authorization for the Release of Information"** form.

See Appendix **18** for Sample of HUD's **"Authorization for the Release of Information / Privacy Act Notice"** form.

- E. These requirements shall be conveyed to the client, in WRITING, by the Housing Staff.
- F. Proposed new Family Member (over **18** years of age) being subject to the provisions of Section **5** of the **Housing Authority's** ADMISSIONS Policy. If he / she is found to be "*ineligible*" for housing, based on the criteria in Section **5** of the ADMISSIONS Policy, then permission to move in shall be denied.

18.5. **Housing Authority Actions.**

- A. The Occupancy Staff shall complete the verifications and other paperwork necessary to properly evaluate the client's request.
- B. The **Housing Authority** staff shall advise the client, in WRITING, that his / her request to add a new individual(s) to the Household has either been approved or denied.
- (1) If denied, the staff shall indicate the reason(s) for denial in his / her response to the client.
- (2) Copies of **ALL** related correspondence shall be filed in the client's permanent **Housing Authority** tenant file.

SECTION 19

INSPECTIONS

The following applies to **ALL Programs**

19.1. General.

- A. RCHA shall conduct inspections of each unit in accordance with the Inspection Standards outlined in the RCHA MAINTENANCE Policy.
- B. The client (Renter / Homebuyer) is obligated under the Rental Lease / Homebuyer (MHOA) Agreement to participate in Annual, Interim, and Move-Out Inspections.
- C. RCHA has the right to make inspections of the unit, with prior notification to the client (Renter / Homebuyer), to ensure that the interior and exterior of the unit are being maintained in a decent, safe, and / or sanitary condition.
- D. Entry, for Inspections (less emergency), shall be made only during reasonable hours, and after advance notice. That advance notice shall be in written form to notify the client (Renter / Homebuyer) of the pending inspection. See Section **1** (entitled: *Access to Units*) of this document for details on “**Unit Access Notification Procedures**”.
- E. In the event the inspection indicates the need for repairs or upkeep, it shall be duly noted on the Inspection Report.

19.2. Annual Inspection.

- A. **Purpose.** The purpose of the Annual Inspection is to ensure that **ALL** dwelling units are being properly utilized, maintained, and remain safe (structurally) and sanitary.
- B. **Frequency.** This inspection shall be done at least ANNUALLY, on each unit (Rental and Homeownership).
- C. **Who Attends.** During the Annual Inspection, the client (or his / her designated representative) and RCHA personnel shall jointly inspect the

dwelling unit. The results of that inspection shall be documented on the RCHA standard **Inspection Report** form.

See Appendix **19** for a Sample of the **Housing Authority's "Inspection Report"**.

D. **Video Taping Inspections.** In addition to the Annual Inspection Report, the Annual Inspection may be **video taped**.

E. **Client Rights.** The client (or his / her designated representative) is encouraged to inspect the dwelling unit carefully and note any deficiencies or concerns on the **Inspection Report**.

(1) The **Housing Authority** Inspector shall ensure that the client is advised of his / her right to make comments about the Inspection. This action shall be documented on the "**Tenant Rights During Inspections**" form.

See Appendix **20** for a Sample of the **Housing Authority's "Tenant Rights During Inspections"** form.

(2) This is the clients opportunity to draw attention to things that are missing / broken, were overlooked by maintenance on previous visits, or need to be fixed.

(3) Clients should make sure such items get noted on the **Inspection Report** so that follow-up action, by the Maintenance Division, can be initiated.

F. **Signatures on the Inspection Report.** At the conclusion of the Inspection, both the client (or his / her designated representative) and the **Housing Authority** staff member(s) conducting the Annual Inspection, are required to sign off on the **Inspection Report**.

G. **Distribution of Inspection Reports.** A copy of the completed **Inspection Report** shall be placed in the clients Maintenance File. That report shall be retained by the **Housing Authority**, and used for future reference, should there be disputes following termination of the Rental Lease / Homebuyer (MHOA) Agreement.

H. **Access to the Unit.** Failure of clients to allow **Housing Authority** personnel into the dwelling unit, for the purposes of conducting an Annual Inspection, or failure of the client to cooperate with the **Housing Authority** on the Annual Inspection, is grounds for Termination of the Rental Lease / Homebuyer (MHOA) Agreement and Eviction.

I. **Needed Actions.**

- (1) If deficiencies are noted during an Annual Inspection, a work order process will be started to correct unit problems.
- (2) The work order shall indicate a reasonable time frame for the completion of the repair / replacement of items as notated on the **Inspection Report**.
- (3) The work shall also be coordinated with the client to assist them in correcting any deficiencies noted, and to ensure that items noted in the inspection process are taken care of.
- (4) Based on the established timeline, work is taken care of or scheduled within a two week period.

19.3. **Move-Out Inspection.**

- A. **Purpose.** Upon termination of the Rental Lease / Homebuyer (MHOA) Agreement, a Move-Out Inspection shall be required. The purpose of the Move-Out Inspection is to document the condition of the dwelling unit at the time the client (Renter / Homebuyer) vacates and the **Housing Authority** regains possession of the unit.
- B. **Who Attends.** During the Move-Out Inspection, the client (or his / her designated representative) and **Housing Authority** personnel shall jointly inspect the dwelling unit. The results of that inspection shall be documented on the **Housing Authority's** standard **Inspection Report** form.

See Appendix **19** for a Sample of the **Housing Authority's** "**Inspection Report**".

- C. **Video Taping Inspections.** In addition to the Move-Out **Inspection Report**, the Move-Out Inspection shall be **video taped** (per the **Housing Authority** MAINTENANCE Policy).
- D. **Client Rights.** The client (or his / her designated representative) are encouraged to inspect the dwelling unit carefully and note any deficiencies that they do **NOT** agree with or concerns about the inspection / condition of the dwelling unit, on the Move-Out **Inspection Report**.
- (1) The **Housing Authority** Inspector shall ensure that the client is advised of his / her right to make comments about the Inspection. This action shall be documented on the "**Tenant Rights During Inspections**" form.

See Appendix **20** for a Sample of the **Housing Authority's** "**Tenant Rights During Inspections**" form.

- (2) This is the clients opportunity to draw attention to things that are of concern to him / her.
 - E. **Signatures on the Inspection Report.** At the conclusion of the Inspection, both the client (or his / her designated representative) and **Housing Authority** staff member(s) conducting the Move-Out Inspection, are required to sign off on the **Inspection Report**.
 - F. **Abandonment.** In the event that a client vacates WITHOUT prior notice, or in the case of ABANDONMENT, the **Housing Authority** shall conduct the Move-Out Inspection (less the client).
 - (1) **Videotaping** and proper documentation of the inspection shall be completed as noted above.
 - (2) The **Inspection Report** shall be annotated to denote that the unit was ABANDONED and that the client was unavailable for the inspection.
 - G. **Distribution of Inspection Reports.** A copy of the completed **Inspection Report** shall be placed in the clients Maintenance File. That report shall be retained by the **Housing Authority**, and used for future reference, should there be disputes following termination of the Rental Lease / Homebuyer (MHOA) Agreement.
- 19.4. **More Information.** Details on scheduling, client notification of inspections, the purpose of each type of inspection, what is to be inspected, the procedures for conducting **ALL** types of INSPECTIONS, and how the client and **Housing Authority** deal with deficiencies, can be found in the **Housing Authority's** MAINTENANCE Policy.

SECTION 20

INSURANCE

The following applies to **ALL Programs**

20.1. **Housing Authority Responsibilities.** The **Housing Authority** is required, by law (NAHASDA), to maintain adequate insurance (i.e., fire and extended coverage) on **ALL** units, under management. It is important for clients to note that that coverage is for repair / replacement of the “*structure*” and nothing more.

20.2. **Client Responsibilities.**

- A. It is the responsibility of the client to obtain their own personal property / contents insurance. This is commonly known as “*renters insurance*”.
- B. While the **Housing Authority** shall **NOT** take out renters insurance policies for its clients, the staff can and will provide information on insurance companies in the area who do provide such insurance.
 - (1) The most common insurance carrier in Indian Country being “*AMERIND*”. This is a member owned and operated insurance company specializing in Native American Housing Insurance needs.
 - (2) This information shall be disclosed and / or made available to clients during the ORIENTATION process, however, handouts are available from the Resident Services staff at any time.

20.3. **Liability Disclaimer.** The **Red Cliff Housing Authority** shall **NOT** be held legally responsible for any injuries or damages, resulting from the client’s or the dwelling units occupant’s acts, actions or failure to act.

SECTION 21

KEYS

The following applies to **ALL Programs**

21.1. **Move-In.** At time of Move-In, clients shall be supplied with two (2) set of keys for their dwelling unit.

21.2. **Lost Key’s.**

- A. When a client loses a key, the **Housing Authority** shall replace the lost key. Clients, however, shall be charged a ten dollar (\$10.00) service fee for each replacement key.

- B. If the client desires a replacement key, he / she shall contact the **Housing Authority** Maintenance Division and notify them of his / her need for a replacement key.
- C. ***For security reasons, Housing Authority personnel shall only honor requests for replacement keys when that request comes from the units Leasee.***
- D. Clients shall pay the ten dollar (**\$10.00**) service fee, at the time the replacement key is provided, to the Leasee. **NO** after the fact billing is allowed for this service.

21.3. **Returning Issued Keys.**

- A. Clients are required to return **ALL** keys issued to them, when they Move-Out.
- B. Clients who fail to return keys, at time of Move-Out, shall be billed ten dollars (**\$10.00**) per missing key (to cover replacement costs).

21.4. **Lockout's.**

- A. At times, clients get locked out of their homes.
- B. To avoid having to unnecessarily re-key locks, the **Housing Authority** Maintenance Division Supervisor maintains a master key for **ALL** units.
- C. In the event a client gets locked out, they can contact the **Housing Authority** Maintenance Division (at **715 -779- 3744**) and ask that the unit be opened for them. Such requests must be from the Leasee of the dwelling unit.
- D. ***For security reasons, Housing Authority personnel shall only honor requests for replacement keys when that request comes from the units Leasee.***

- 21.5. **Lock-Sets.** If a client breaks or damages a lock-set to the point that it needs to be replaced, they shall be billed fifty dollars (**\$50.00**) to cover the cost (i.e., labor / materials) of replacing the lock set.

SECTION 22

LEASE RESPONSIBILITIES

The following applies to **ALL Programs**

22.1. General.

- A. The person(s) who execute the Rental Lease / Homebuyer (MHOA) Agreement shall be held responsible for the actions of their family members, children, other residents, and guests while they are in the leased dwelling unit.
- B. Prior to occupancy of a dwelling unit, the client shall execute a Rental Lease Agreement or Mutual Help and Occupancy Agreement (MHOA) (as applicable).
 - (1) These are legally binding agreements, which describe the rights, duties, obligations, and responsibilities of the client.
 - (2) As a part of the “*occupancy*” process, clients are also required to list **ALL** occupants of the dwelling unit on the *Application for Admission, Family Composition Form*, and within the *Rental Lease / Homebuyer (MHOA) Agreement*.
- C. The Rental Lease / Homebuyer (MHOA) Agreement shall be placed in the clients permanent **Housing Authority** tenant file and a copy shall be given to the client for his / her records.

22.2. **Signatures.** The Lessee and his / her spouse (or significant other – as applicable) are required to sign the Rental Lease / Homebuyer (MHOA) Agreement. The **Housing Authority** Staff shall sign the agreements on behalf of the **Housing Authority**.

22.3. **Specifics on Rentals.** Specifics on Lease Agreements for the Low-Income Rental Program, Tax Credit Program, and Market Based Rental Program are as follows:

- A. Before the **Housing Authority** shall allow a family to occupy a Rental Unit, they must first execute a legally binding **Rental** Lease Agreement.
- B. An example of the **Rental** Lease Agreement, for each of the programs noted here, is available at the end of this document.

See Appendix **21** for a Sample of the **Housing Authority’s “Low-Income Rental Lease”**.

- C. At the time of **Rental** Lease Agreement signing, clients are reminded that their Security Deposit must be paid before the **Housing Authority** can authorize access to the home. See Section **34** (entitled: *Security Deposit / Down Payment*) of this document for more details.

22.4 Specifics on Homeownership. Specifics on the **Mutual Help** Program are as follows:

- A. Before the **Housing Authority** shall allow a family to occupy a Mutual Help unit, they must first execute a legally binding Mutual Help and Occupancy Agreement (MHOA).
- B. An example of an MHOA can be found at the end of this document.

See Appendix **22** for a Sample of the **Housing Authority's "MHOA -**
- C. At the time of Homebuyer (MHOA) Agreement signing, clients are reminded that their Down Payment must be paid before the **Housing Authority** can authorize access to the home. See Section **34** (entitled: *Security Deposit / Down Payment*) of this document for more details.

22.5. Changes in Status. Changes, modifications, and amendments to the Rental Lease / Homebuyer (MHOA) Agreement.

A. Client.

- (1) If the Rental Program client (Leasee, spouse or significant other) dies, divorces, separates or otherwise changes, then the **existing** Rental Lease / Homebuyer (MHOA) Agreement shall be **voided** and a **new one executed** by a remaining adult member of the household, provided that person is eligible for continued occupancy.
- (2) If the Rental Program client (head or spouse) change units (i.e., due to transfer) a new Rental Lease Agreement shall be executed.

NOTE: Transfers **DO NOT** apply to the Mutual Help Program.

B. Housing Authority. The **Housing Authority** may change, revise or adopt **new** Lease agreements and policies which affect the clients obligations and requirements under the Rental Lease / Homebuyer (MHOA) Agreement.

- (1) Such changes, in and of themselves, **DO NOT** require the execution of a **new** agreement.

((It is, however, desirable, to get the client to execute the updated Lease Agreement, if they are willing.))

- (2) If a new Lease Agreement is **NOT** executed, clients are still obligated to abide by any new provisions affecting the Rental Lease / Homebuyer (MHOA) Agreement which are covered in an ADDENDUM to the Lease Agreement.
- (3) When changes / revisions to the Rental Lease / Homebuyer (MHOA) Agreement are made, the **Housing Authority** Occupancy staff shall send each client a copy of the change / revision (via First Class Mail). A copy of that change / revision shall also be filed in the client's permanent **Housing Authority** file, along with a copy of the dated transmittal letter.

SECTION 23

MEPA

(USE OF THE MONTHLY EQUITY PAYMENT ACCOUNT (MEPA))

- 23.1 This section pertains **ONLY** to those clients in the **Mutual Help** Homeownership program.
- 23.2. **Homebuyer Requests to Correct Hazardous Conditions.**
 - A. Funds in the MEPA account can be withdrawn and used for "**correcting hazardous conditions**" or for making "**emergency housing repairs / replacements**" when it can be established that there is an immediate risk of damage to the unit if the condition is **NOT** corrected.
 - B. Before the use of MEPA funds, under these conditions, can be authorized, there a situation affecting the health / safety of the client and / or his / her family.
 - C. Additionally, the homebuyer must establish (to the **Housing Authority** Management's satisfaction) that use of the MEPA funds is the **only** means available to him / her of rectifying the situation.

- D. To access the MEPA funds, the client must submit a WRITTEN request to the **Housing Authority**.

23.3. Housing Authority to Correct Conditions Which Create A Hazard

- A. Funds in the MEPA account can be withdrawn and used for “**correcting conditions**” which the **Housing Authority** staff has determined creates a hazard to the life, health or safety of the client (homebuyer) and / or his / her family, or there is an immediate risk of serious damage to the property if the condition is **NOT** corrected, and the client FAILS to take corrective action.
- B. Under these circumstances, the **Housing Authority** shall take corrective action with the cost being charged to the client’s MEPA.
- C. The client shall be responsible for repayment of those costs to his / her MEPA .
- D. Failure, on the part of the homebuyer to REPAY, within the specified pay back period, shall be grounds for Termination of the MHOA and Eviction.

23.4. Written Request Procedures. ALL WRITTEN requests, for use of MEPA funds, shall be sent to the **Housing Authority** staff for a preliminary review.

- A. The staff, in turn, shall refer the request to the **Board of Commissioners**
- B. The **Board of Commissioners** has been charged with the responsibility for reviewing / approving **ALL** client requests for use of their MEPA funds.
- C. The **Board of Commissioners** shall review / approve those requests on a case-by-case basis.

23.5. Conditions to Meet before Approval can be Granted. The following conditions must be met before the **Board of Commissioners** can approve the clients request for use of his / her MEPA funds.

- A. The client (homebuyer) must be able to demonstrate that:
 - (1) The use of his / her MEPA funds is for a true “**emergency**” and the **Housing Authority** was able to verify that the condition of the property was creating a hazard to the life, health or safety of the client (homebuyer) and / or his / her family, or that there would be immediate risk of serious damage to the property if the condition was **NOT** corrected.
 - (2) He / she was unable to obtain the funding from any other source.
 - (3) He / she has a solid history of fulfilling **ALL** requirements of the MHOA.

- (4) He / she is current on his / her monthly payments. In other words – there is **NO ARREARS balance** with the **Housing Authority**.
 - B. Use of the MEPA, to meet “*emergency*” housing maintenance / repair / replacement situations, shall **NOT** exceed the current balance in the MEPA.
 - (1) For example, if the client indicates that he / she needs **\$10,000** to complete the work, and the MEPA only has **\$5,000** in it, then the client shall be limited to **\$5,000**.
 - (2) The **Housing Department** is **NOT** obligated to provide funding, from other sources, to make up the difference needed.
 - (3) Clients can, however, apply for other Housing Assistance Programs (grants / loans) that might be available to make up the difference in funding. In those situations, the client would have to qualify under the terms and conditions of the program being applied for.
 - C. The client must be willing to enter into a LOAN Agreement with the **Housing Department** to replace the MEPA funds used for the “*emergency*” repair / maintenance.
 - (1) The **Housing Department’s** standard **Pay Back Agreement** form shall be used for this purpose.

See Appendix **23** for a Sample of the **Housing Department’s** “**Pay Back Agreement**” form.
 - (2) Such Pay Back Agreements shall be limited to a MAXIMUM term of twelve (**12**) months.
 - D. If conveyance of the home is scheduled to occur, during the term of the Pay Back Agreement, said conveyance shall **NOT** go forward until such time as the loan taken out against the MEPA has been PAID IN FULL.
- 23.6. **Impact when MHOA is Terminated.** When a Homebuyer (MHOA) agreement is **terminated**, by the client or the **Housing Department**, any money that remains in the clients MEPA shall be disposed of in accordance with the Homebuyer (MHOA) Agreement and the procedures laid out in Section **42** (entitled: *Termination of the Rental Lease Agreement / MHOA*) of this document.
- 23.7. **Betterments and Additions.**
- A. It is the policy of the **Housing Department** that MEPA funds **NOT** be used for normal or routine betterments / additions (as outlined in Section **39** of this document) to Mutual Help homes.

- B. Procedures for clients to request permission to make betterments and additions to their Mutual Help homes, at their expense, can be found in Section **39** (entitled: *Structural Changes / Modifications*) of this document.

SECTION 24

NOTICES (CLIENT NOTICES TO HOUSING)

The following applies to **ALL Programs**

- 24.1. **General.** If a client desires to formally communicate with the **Housing Authority**, such contact SHALL BE in WRITING.
- A. This provides the **Housing Authority** with a means by which client notices can be tracked and accounted for.
- B. This also provides the client with a safeguard in that there is then a RECORD COPY of his / her stated concern.

SECTION 25

NOTICES (HOUSING Authority - LEGAL NOTICES TO CLIENTS)

The following applies to **ALL Programs**

- 25.1. **General.** If and when it becomes necessary for the **Housing Authority** to inform a client of a problem or legal issue, it shall be done in WRITING.
- 25.2. **Notice Delivery Methods.** Proper delivery of such **Housing Authority** generated legal notices and / or correspondence shall be via any of the following:
- A. **In Person.** The Legal Notice may be personally delivered to one of the Lease Holders by a **Housing Authority** staff member.

*(The **Housing Authority** file copy shall be annotated to show the date and time of delivery, that it was “personally” delivered, and to whom).*

- B. **To any Adult in the Home.** The Legal Notice may be delivered to any adult member (**18** years of age or older) of the household, at the household, by a **Housing Authority** staff member.

*(The **Housing Authority** file copy shall be annotated to show the date and time of delivery, that it was “personally” delivered to the house, and to whom in the household).*

- C. **Affixed to the Home when NO One is Home.** If **NO** one is home, at the time the Legal Notice is delivered to the household, then it may be affixed in a conspicuous place on the premises (i.e., to the front or back door), by a **Housing Authority** staff member.

*(The **Housing Authority** file copy shall be annotated to show the date and time of delivery, that **NO** one was home, and that it was affixed to the (give location) premises).*

- D. **U.S. Mail.** The Legal Notice may be mailed to the client (at his / her last known address on file at the **Housing Authority** office) via Certified mail.

25.3. **Legal Servicing.** In the event that a notice must be Legally serviced by the Red Cliff Police Department, a copy of the form used by the police department for legal servicing will be placed in the clients file.

25.4. **Dealing With Those Who Avoid Notification.**

- A. At times, clients will avoid picking up “**certified**” mail from the Post Office, particularly if it is from the **Housing Authority** and they are behind on their monthly payments, have an arrears balance, or are on the verge of having their Rental Lease / Homebuyers (MHOA) Agreement Terminated. This is typically done to avoid the inevitable *bad news* from Housing.
- B. If there is evidence that a client is attempting to avoid service or notice (i.e., he / she returned a letter or he / she failed to retrieve a certified letter) then the **Housing Authority** shall attempt a “*personal*” delivery of the notice. Preferably, this shall be done by the **Housing Authority** Occupancy Specialist, however, it can be done by any **Housing Authority** staff member. This shall be done in accordance with the provisions of Section **25**, Para **25.2.** of this document (see above).