

## SECTION 26

### OBLIGATIONS AND RESPONSIBILITIES OF MANAGEMENT

26.1. **Rentals.** Low-Income Rental – Single Family Housing Units, Low-Income Tax Credit Rental – Single Family Housing Units, Low-Income Rental – Elderly and Apartment Units.

- A. The RCHA shall be responsible for maintaining the Rental Unit premises not otherwise assigned to the client for maintenance/upkeep and the Rental Housing Developments, in a decent, safe and sanitary condition.
- B. RCHA shall keep Rental Project Buildings, Facilities and Common Areas, **NOT** otherwise assigned to the client for maintenance / upkeep, in a clean and safe condition.
- C. RCHA shall maintain Rental Unit Buildings so as to conform with established building codes and housing regulations.
- D. RCHA shall ensure that the following items, in the Rental Dwelling Unit, are maintained in good working order:
  - (1) “*electrical*”.
  - (2) “*heating*”.
  - (3) “*plumbing*”.
  - (4) “*sewer / water*”.
  - (5) “*ventilating*”.
  - (6) “*other*” facilities / appliances.
- E. RCHA shall make necessary repairs to Rental Dwelling Units that are the result of “**normal wear and tear**”, at its own expense.

26.2. **Homeownership - Mutual Help.**

- A. RCHA and client (homebuyer) are responsible to the Tribe and future generations for ensuring that Mutual Help homes are well maintained.

- B. The client (homebuyer) shall be responsible for **ALL** “*routine*” and “*non-routine*” care and maintenance of the Mutual Help home. This includes **ALL** repairs and replacements (including repairs and replacements necessitated by damage from any cause).
- (1) Instances of serious abuse or misuse of the home, or failure by the client to provide basic routine or non-routine maintenance, are grounds for Termination of the MHOA and Eviction.
  - (2) If it becomes necessary for RCHA to perform maintenance on the Mutual Help home, the client shall be charged for labor and materials.
- C. The procedures listed below shall be followed when RCHA staff determines that the client has failed to perform required maintenance.
- (1) If RCHA staff determines that the client has failed to adequately perform maintenance to the Mutual Help Home, the client shall be required to agree to a specific, negotiated ***Plan of Action***, including target dates, to cure the breach and to assure future compliance.
  - (2) The ***Plan of Action*** shall state the specific maintenance work to be done and also establish a reasonable completion date. The ***Plan of Action*** shall also specify whether use of the clients MEPA account is necessary, or if the work is to be done by RCHA and charged to the clients MEPA account.
  - (3) If the client does ***NOT*** agree to a ***Plan of Action*** that will cure the default or if the client fails to carry out the agreed to ***Plan of Action***, RCHA shall have the right to Terminate the MHOA and Evict the client.
- D. If RCHA staff 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 serious damage to the property if the condition is ***NOT*** corrected, then corrective work shall be promptly completed by RCHA.
- (1) Under these circumstances, RCHA shall make such use of the clients MEPA account, as may be necessary.
  - (2) When it is necessary to use the clients MEPA account for maintenance / repairs, the client shall be required to replace the funds.

- (3) RCHA shall **NOT** incur maintenance costs that are in excess of the clients MEPA account.
- (4) 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.
- (5) See Section **23** (entitled: *MEPA*) and Section **9** (entitled: *Damages, Repairs, and Maintenance*) of this document, for additional information / details on use of the MEPA for Repairs and Maintenance).

26.3. **General – ALL Programs.**

- A. To the extent feasible, RCHA staff shall endeavor to document conversations, phone calls, and meetings with clients.
- B. While it is **NOT** feasible to track everything, those issues deemed (in the opinion of the staff member) to be “*significant*” shall be documented.
- C. To facilitate this, the staff shall utilize the ***Client Contact Record***.

See Appendix **25** for a Sample of RCHA “***Client Contact Record***” form.

## SECTION 27

### PARKING RESTRICTIONS

The following applies to **ALL Programs.**

27.1. **Heed Signs.** Clients, clients family, and clients guests, shall abide by **ALL** PARKING SIGNS posted in the housing areas.

27.2. **Where to Park.**

- A. Clients, clients family, and clients guests, are allowed to park their vehicles (i.e., car, pickup truck, SUV or any combination thereof) in the driveway, garage, carport or on the public street / road in front of the dwelling unit.
- B. Clients shall ensure that family, friends and guests only park in authorized / designated areas.

27.3. **Where *NOT* to Park.**

- A. Parking on sidewalks or the lawn is strictly prohibited.
- B. Parking within ten (**10**) feet of a fire hydrant is strictly prohibited.
- C. Failure to park in designated areas can result in local law enforcement issuing a citation and the vehicle being towed away at the owners expense.

27.4. **Licensed Vehicles.** All vehicles must be in **proper working order** (driveable) and they must be **licensed**.

27.5. **Large Trucks.** Clients are prohibited from parking large trucks (i.e., stake, semi, etc.) which have over a one (**1**) ton load capacity in the community housing areas at any time.

**Exception:** The only exception to this parking restriction would be for the purpose of loading / unloading deliveries to the home.

27.6. **Weight Limits.** The maximum weight limit (size) allowed, for trucks parking in the community Housing areas, is one (**1**) ton.

## SECTION 28

### PERSONAL BELONGINGS

The following applies to **ALL Programs**.

18.3 **Client Responsibilities.**

Clients are responsible for removing their personal belongings and **ALL** debris from the dwelling unit at the time they vacate.

28.2. **RCHA Responsibilities.**

- A. **Client Notification.** If the dwelling unit is **NOT** clear of **ALL** personal belongings and / or debris, at the time of the MOVE-OUT Inspection, RCHA staff shall inform the client (IN WRITING, and mailed to the client's last known address) that they have five (**5**) business days to remove **ALL** remaining items in the unit.

See Appendix **26** for a Sample of RCHA “**Notice to Remove Personal Belongings**” form letter.

- B. **Removal of Personal Belongings.** If, after five (5) business days, the items and debris are still in the unit, the belongings shall be deemed ABANDONED and the client shall forfeit **ALL** rights to said items. RCHA shall then make arrangements to remove said belongings and debris, and dispose of them as it sees fit.
- 28.3 **Financial Liability.** RCHA shall **NOT** be held financially liable for any personal belongings removed from the formally occupied unit, by RCHA staff, after the client has been notified and the five (5) business day period has elapsed.
- 28.4 **Exception - Death of Client.** In the event of the death of a client, and the dwelling unit is being reclaimed by RCHA, RCHA may postpone final clearance of the unit or temporarily store the deceased clients belongs until other family members can claim them.
- A. Such final clearance delays / temporary storage shall **NOT** exceed thirty (30) calendar days. That thirty days is from the date of death.
- B. RCHA shall make every effort to contact the deceased client’s next of kin so that the property can be claimed.
- C. After thirty (30) calendar days, **ALL** unclaimed property shall be disposed of, at RCHA’s discretion.

## SECTION 29

### PEST CONTROL

- 29.1 **General** Clients are responsible for pest control in and around the premises of their unit.

## SECTION 30

### PETS, LIVESTOCK and ANIMAL CONTROL,

The following applies to **ALL Programs**.

**30.1 General.** Clients shall comply with the local animal control ordinance and the provisions of this policy with regards to Pets and Animal Control.

**30.2. Pets.**

- A. **Number of Pets.** Clients are limited to two (2) pets (i.e., one cat and one dog; or two dogs; or two cats) per household based on client preference.
- B. **Sanitary Issues.** Clients shall be responsible for keeping pet feces cleaned up (both inside the dwelling unit and outside) at **ALL** times.
- C. **Proper Care.** Clients shall be responsible for the proper care, feeding and shelter of their pets.
- D. **Dog Houses.** Clients may buy, build or install a modest outdoors dog house for their pet, however, such shelters shall be removed / disposed of, by the client at time of move-out. Such dog houses shall (to the extent possible) be placed on the back side of the lot, out of view from the street.
- F. **Liability.**
  - (1) Clients shall assume **ALL** liability resulting from damages to the dwelling unit and / or its occupants which are caused by the client's pet(s).
  - (2) Clients shall be held liable for any damages to shrubs, lawn, flowers or grounds caused by their pet(s). The cost of repairing such damages shall be billed to the clients account.
  - (3) RCHA shall **NOT** assume any liability for the well being or safety of a clients pet(s).

**30.3. Livestock.**

- A. Clients are **NOT** allowed to keep livestock of any kind, in the dwelling unit or on the premises of dwelling units managed by RCHA.
- B. Examples of prohibited livestock include, but are **NOT** limited to, the following:
  - (1) Chickens.
  - (2) Cows.

- (1) Horses.
- (2) Pigs.
- (3) Other farm animals, etc.

#### 30.4. **Animal Control.**

- A. Pets shall be chained, leashed or fenced in at **ALL** times while outdoors.
- B. While there is a requirement to keep pets chained or leashed at **ALL** times while outdoors, they are **NOT**, to be chained or leashed to trees, shrubs, or other community property.
  - (1) Chaining or leashing to such items can damage them and harm the pets as well.
  - (2) Should such damage occur, the client shall be held responsible.
- C. If the client fails to keep his / her pet chained, leashed or fenced at **ALL** times, the **Housing Authority** shall contact the proper authorities to have the dog removed from the premises.
- D. If **Housing Authority** removal of the pet is required, the client shall **NOT** be allowed to have any other pets on the premises (song birds excluded) for the duration of the Lease Agreement.
- E. Clients are also encouraged to review Red Cliff Ordinance regarding "**Animal Control**".

30.5. **Kennel's.** Kennel's are allowed on Housing Property provided the kennels is housing no more then two pets and that the kennel is not a permanent structure and is removed at the time the client vacates his/her unit.

## **SECTION 31**

### **PROGRAM VIOLATIONS**

The following applies to **ALL Programs**

#### 31.1. **General.**

- A. Program violations are **NOT** always intentional and may result from a lack of understating of program requirements on the part of residents or staff. Other violations may be the result of intentional disregard of program requirements for a variety of reasons. Since it is **NOT** easy to tell the difference, it is important that violations be dealt with promptly and in a firm but fair manner.

- B. RCHA staff shall always provide equal treatment and due process. Staff shall also inform clients of their right to an informal resolution hearing if they disagree with the staff imposed plan for correction of the violation(s). This shall be done in compliance with the terms and conditions laid out in RCHA GRIEVANCE Policy.

31.2. **Common Program Violations.** The following examples illustrate some of the more common ways in which client's commit PROGRAM VIOLATIONS.

**NOTE:** This does **NOT** constitute a "complete" list of examples.

- A. By failing to submit requested **verifications** in a timely manner.
- B. By failing to provide **social security numbers** for **ALL** those residing in the dwelling unit.
- C. By failing to complete **re-certifications** within prescribed time frames.
- D. By failing to report **changes in income** and / or assets, of household members, in a timely manner.
- E. By **vacating** the dwelling unit in violation of the terms of the Rental Lease Homebuyer (MHOA) Agreement (i.e., ABANDONMENT).
- F. By failing to keep **utilities** in service to the dwelling unit.
- G. By failing to **use** or **maintain** the dwelling unit or property as required.
- H. By failing to keep the **yard** in good order (i.e., grass cut, snow shoveled).
- I. By **conducting** themselves in a manner that is disruptive to their neighbors' right to the "**quiet and peaceful enjoyment**" of their homes.
- J. By failing to **control** family, friends, and guests.
- K. By **non-payment** of monthly obligations (i.e., rent, utilities, etc.).
- L. By **OTHER** violations of the Rental Lease / Homebuyer (MHOA) Agreement.

31.3. **Common Criminal Violations.** The following examples illustrate some of the more common ways in which client's commit CRIMINAL VIOLATIONS.

**NOTE:** This does **NOT** constitute a "complete" list of examples.

- A. Knowingly **omitting income** or assets of household members.
- B. Knowingly **under-reporting income** or assets of household members.
- C. **Transferring** income or assets to obtain or retain false eligibility.
- D. **Overstating** deductions, allowances or expenses.
- E. Using a **false identity**.



- F. Using a **false social security number**.
  - G. Using **false documents**.
  - H. **Falsifying** the number of household members.
  - I. Intentionally **damaging or vandalizing** the dwelling.
- 31.4. **RCHA Actions Following a Violation.** If a client commits a program violation, the RCHA staff shall:
- A. **ALL Violations.** Notify the client of the violation in WRITING. This shall be done by utilizing the “**Notification of Lease Violation**” form letter. That Notice shall include the following:
    - (1) **Date of Violation.**
    - (2) **Nature of the Violation.**
    - (3) **Consequences of Violation.** Point out their Lease can be TERMINATED if the problem is not corrected.
    - (4) **Planned Action(s) of RCHA.** Point out what RCHA plans to do about the violation.
    - (5) **Mandatory Counseling.** Point out that there may be a need for Mandatory Counseling in order to correct the violation (problem) or to prevent further violations.
    - (6) **Corrective Action(s).** Point out that clients have the opportunity to work out a jointly agreed to plan to correct the violation.
    - (7) **Right to File a Grievance.** Point out the fact that the client has the right to file a Grievance, as provided for under the terms and conditions of RCHA GRIEVANCE Policy.

See Appendix **27** for a Sample of the **Housing Authority’s “Notification of Lease Violation”** form letter.
  - B. **Criminal Violations.** In those cases, where evidence indicates a fraudulent CRIMINAL VIOLATION has occurred, RCHA staff shall refer the matter to local law enforcement agencies.
  - C. **Consequences of Failing to Correct a Violation.** If corrections are **NOT** forthcoming, RCHA shall Terminate the Rental Lease / Homebuyer (MHOA) Agreement and move for Eviction of the client.

## SECTION 32

### RENT and HOMEBUYER PAYMENTS

The following applies to **ALL Programs.**

- 32.1. **General.** Per the terms and conditions laid out in the Rental Lease / Homebuyer (MHOA) Agreement, Rent and / or Homebuyer payments are to be paid to RCHA **PROMPLTY** when due.
- 32.2. **Payments.**
- A. **Payment Due Date.**
- (1) Per the Rental Lease / Homebuyer (MHOA) Agreement, Rent and / or Homebuyer payments are due and payable to RCHA on the **1<sup>st</sup> day of each month.**
  - (2) **NOTE: NO BILLING OR PRIOR NOTICE WILL BE PROVIDED TO CLIENTS FOR THOSE “NORMAL” PAYMENTS THAT ARE DUE ON THE 1<sup>st</sup> OF EACH MONTH.**
- B. **Payment Method.**
- (1) RCHA accepts cash, personal checks, bank checks, or money orders as payment methods.
- C. **NSF Checks.**
- (1) In the event a client makes payment, by use of a “**Personal Check**” and that check is returned by the bank for “**Not Sufficient Funds (NSF)**”, the client shall repay RCHA the amount of the original check(s) plus the cost of the service fee (typically **\$25** - per check) which is imposed on RCHA’s account by the bank
  - (2) RCHA shall **NOT** accept future payment in “**Personal Checks**”, from those clients whose checks bounce due to NSF.

- (4) Clients shall be required to make future payments via cash, "**Bank Checks**" (Cashiers), or "**Money Orders**".

### 32.3. Housing Department Actions Following Late Payments.

- A. Rent and Homebuyer payments, **NOT** received by the **10<sup>th</sup>** day of the month, shall be considered DELINQUENT.
- B. Should a client's account be DELINQUENT, RCHA staff shall take a number of steps to collect and / or terminate the clients Rental Lease / Homebuyer (MHOA) Agreement.
- C. Those actions shall be accordance with this document and RCHA RENT and COLLECTION Policy.
- D. Is summary, those steps include:
- (1) **10<sup>th</sup> of the Month.**
- (a) If payment has **NOT** been received by the **10<sup>th</sup>**, the **Occupancy Staff** shall prepare and sign a **DELINQUENCY Notice**.
- (b) The Notice shall be mailed to the client via Regular First Class Mail.
- (c) See Appendix **28** for a Sample of the **Housing Authority's "Delinquency Notice"** form letter.
- E. If a client pays the DELINQUENT amount, AFTER legal action has been initiated, the client shall be held responsible for any legal fees incurred by RCHA with regards to the TERMINATION / EVICTION action.

## SECTION 33

### RE-DETERMINATION of RENT and HOMEBUYER PAYMENTS

The following applies to **ALL Programs**.

33.1. **General.**

- A. In accordance with the provisions of NAHASDA, RCHA has elected to continue with **Annual and Interim Re-Certifications** for the purposes of re-determining monthly rent and homebuyer payments.
- B. Clients are required to fully comply with RCHA **Annual and Interim Re-Certifications** Process.
- A. When there is an **Annual** or **Interim Re-Certification**, clients are required to provide RCHA with accurate, up-to-date information, in a timely manner. At a MINIMUM, that includes:
  - (1) An update on **ALL** sources of Household Income.
  - (2) An update on **ALL** places of Employment.
  - (1) An update on the Household Composition.
- B. RCHA shall verify Household Income and Household Composition information, in accordance with the procedures outlined in RCHA ADMISSIONS Policy.
- C. Based on the findings of those reviews, RCHA shall recalculate Rent and Homebuyer payments. That can result in one of three things happening:
  - (1) An **INCREASE** in monthly payments.
  - (2) A **DECREASE** in monthly payments.
  - (3) The monthly payments stay the **SAME**.
- B. **Housing Authority Notification.**
  - (1) The **Housing Authority's** Occupancy staff shall notify the client of the pending **Annual Re-Certification**.
  - (2) The Resident Services staff shall utilize the **Housing Authority's Annual Re-Certification Notice** form letter to notify clients of the Annual Re-Certification process.
    - (a) The Re-Certification Notice shall be sent out about Thirty **(30)** calendar days prior to the end of the quarter in which the Re-Certification is due.

- (b) This allows the client sufficient time to gather information and provide it to the **Housing Authority**.
- (c) This also provides sufficient time for the **Housing Authority** Resident Services staff to do the necessary verifications, make adjustments to the monthly payments (where necessary), and notify the client of any changes.
- (d) At a minimum, the following **Housing Authority** forms shall be sent out with the Re-Certification Notice.
  - 1. Household Composition Form
  - 2. Household Income Form
  - 3. Release of Information

(3) See Appendix **32** for a Sample of the **Housing Authority's "Annual Re-Certification Notice"** form letter.

- C. **Consequences of NOT Complying with the Annual Re-Certification.** Failure of the client to comply with the Annual Re-certification process, or failure to report changes in income / household composition to the **Housing Authority**, in a timely manner, can result in Termination of the Rental Lease / Homebuyer (MHOA) Agreement and Eviction.
- D. **Results.** The results of the **Annual Re-Certification** shall be annotated on the **Housing Authority's** MONTHLY PAYMENT CALCULATION WORKSHEET.
- E. **Additional Information.** Additional information on the **Annual Re-Certification** process can be found in the **Housing Authority's** RENT and COLLECTION Policy.

### 33.2. Interim Re-Certifications.

- A. **Interim Re-Certifications** shall take place when the **Housing Authority** staff learns of **ANY** changes in a Clients Household Income / Household Composition or when the Client notifies the **Housing Authority** of **ANY** changes in his / her Household Income / Household Composition which occurs in-between Initial Certification and / or Annual Re-Certifications. For example:
  - (1) **Changes to Household Income.** Changes affecting income, including the loss or addition of any Family member's income, retirement, commencement of or discontinuance of public assistance,

entry into or discharge from the military, unemployment or re-employment shall be promptly reported to the **Housing Authority**.

- (2) **Changes to Household Composition.** Changes affecting family status, such as loss of a family member through death, divorce, or other circumstances or the addition of a family member shall be promptly reported to the **Housing Authority**.
- (3) **When to Report.** When there is a change in the client's Household Income or Household Composition, the client is required to notify the **Housing Authority**, within ten (**10**) business days of the change. This is required because, in most cases, there will be a direct impact on the client's monthly payment.
  - (a) This notification must be submitted, in WRITING, and must include the date the change went into effect.
  - (b) Notifications, via phone, shall **NOT** be accepted.
- (4) **Housing Department Verifications.** Upon receipt of the WRITTEN notification of change, from the client, the **Housing Authority's** Resident Services staff shall initiate the **Interim Re-Certification**. This shall include conducting the necessary verifications, making adjustments to the monthly payments (where necessary), and notifying the client of the change.
- (5) **Clients Failure to Report Changes. Interim Re-Certifications** shall also be done when the **Housing Authority** determines that a change in Household Income / Household Composition took place but the client **MISREPRESENTED** the facts, **FAILED** to report the change (either intentionally or unintentionally), or unnecessarily **DELAYED** reporting the change (either intentionally or unintentionally).
  - (a) Under these circumstances, the Resident Services staff shall conduct the verifications, make adjustments to the monthly payments (where necessary), and notify the client of any changes.
  - (b) ***Adjustments shall be made RETROACTIVE to the date of change.***
    1. In other words, if Housing determines that the client made misrepresentations that resulted in the paying of a lower rent than he / she should have paid, then the client shall be required to **pay the difference** between ***what was paid***, and ***what should have been paid***.

2. Additional, if the client is found (**at any time**) to have failed to report changes in household composition and such changes would have required the client to make higher monthly payments, then the increased monthly payments shall be made retroactive to the date the changes occurred.

(c) Clients are reminded that failure to report such changes within thirty (**30**) days of when they occur constitutes fraud and a breach of the clients Rental Lease / Homebuyer (MHOA) Agreement. That, in turn, can lead to Termination of the Rental Lease / Homebuyer (MHOA) Agreement and Eviction.

### 33.3. Decreases in Rent / Homebuyer Payments.

- A. **Effective Date of Decreases** in Rent and Homebuyer Payments shall go into effect on the **1<sup>st</sup>** day of the month following the month in which the reported Household Income / Household Composition change occurred.
- B. **For Example (as illustrated below):** The date of the household income decrease was **June 4<sup>th</sup>**. The client reported the change to housing on **June 8<sup>th</sup>** and it is determined that the Rent / Homebuyer Payment needed to be decreased. The effective date of the **DECREASED** monthly payment shall be **July 1<sup>st</sup>**.

### 33.4. Increases in Rent / Homebuyer Payments.

- A. **Effective Date of Increase.** Increases in Rent and Homebuyer Payments shall go into effect on the **1<sup>st</sup>** day of the **2<sup>nd</sup>** month following the income change.
- B. **Examples (as illustrated below):** If the client's date of re-examination was on **June 12<sup>th</sup>** and it is determined that the Rent / Homebuyer Payment needs to be increased, then the effective date of the **INCREASE** shall be **August 1<sup>st</sup>**.
- C. **Client Delays in Reporting Increases.** Client delays in reporting changes to Household Income, which result in INCREASED monthly payments, shall **NOT** have the implementation / effective date of that increase postponed due to their delay in reporting.  
**Rational:** Clients often delay reporting INCREASES in income simply to avoid higher Rent / Homebuyer payments.

### 33.5. Adjustments Due to Errors.

- A. **Housing Authority Errors.** If the **Housing Authority** makes an error in calculating a client's monthly payment, and either the **Housing Authority**

or the client subsequently discovers it, a retroactive adjustment shall be made.

- (1) If it turns out that the **Housing Authority** has over charged the client, the client shall be offered a “*credit*” or a “*refund*”.
  - (a) Refunds shall be in the form of a **check** and issued to the client within five (**5**) business days of discovery of the error.
  - (b) There shall be **NO** “*cash*” refunds.
- (2) If it turns out that the **Housing Authority** has under charged the client, the client shall **NOT** be penalized. In other words, the **Housing Authority** shall **NOT** backdate and demand retroactive payments. The client shall be given reasonable notice, of the increase per Section **33**, Para **33.5**. above.

#### B. **Client Errors.**

- (1) If the **Housing Authority** determines that false or incorrect information was knowingly and willfully submitted by the client, in an effort to receive a reduced monthly payment, then the **Housing Authority** has the right to take corrective action and demand full restitution of payments due.
- (2) In other words, if it is found that a client has misrepresented the facts upon which his / her rent / homebuyer payment is based, so that the rent / homebuyer payment he / she is paying is **LESS** than what he /she should have been charged, then the increase in rent / homebuyer payment shall be RETROACTIVE to the applicable date.
  - (a) **NO** time line has been established to judge how far back the **Housing Authority** can go in dealing with fraud or willful misrepresentation.
  - (b) Errors dating back three (**3**) months shall be handled the same as those dating back three (**3**) years.
- (3) **Client Repayment** - Repayment agreements shall be made on a case to case basis.
  - (a) Payment plans require the use of the **Housing Authority's** “**Wage Assignment**” and “**Pay Back Agreement**” forms.



See Appendix **33** for a Sample of the **Housing Authority's "Wage Assignment"** form.

See Appendix **23** for a Sample of the **Housing Authority's "Pay Back Agreement"** form.

- (b) The Housing Staff, in turn, shall review the circumstances of the discrepancy, the clients past payment history, and make a decision for / against the client.
- (c) Failure, on the part of the client, to honor the terms and conditions of the Pay Back Agreement, is grounds for Termination of the Rental Lease / Homebuyer (MHOA) Agreement and Eviction.

33.6. **Documenting the Results of Re-Certifications.** In **ALL** cases, the results of the **Annual** and **Interim Re-Certifications** shall be documented on the **Housing Authority's MONTHLY PAYMENT CALCULTION WORKSHEEET**

## **SECTION 34**

### **SECURITY DEPOSIT / DOWN PAYMENT**

34.1. **Rentals.** Low-Income Rental Program, Tax Credit Program, and Market Based Rental Program.

- A. **Applicability.** Those participating in the Low Income Rental Program (to include single family homes, elderly apartments, and other apartments), Tax Credit Program and Market Based Rental Program shall pay a Security Deposit "**prior**" to move in.
- B. **Amount.** The **Housing Authority** has set the Security Deposit rate at a **MINIMUM** of **\$200.00** or the equivalent of one **(1)** months rent (whichever is higher).
  - (1) The **Housing Authority** reserves the right to review the **MINIMUM** Security Deposit, on an annual basis, and if / when deemed necessary, increase that amount.

- (2) If the **Housing Authority** Director determines that a Security Deposit increase is necessary, he / she shall forward that recommendation to the **Board of Commissioners** for review / approval.
  - (3) The **Board of Commissioners** shall set the new amount as well as an effective date for implementation.
  - (2) Security Deposit increases shall then apply to **ALL** those entering into the applicable Housing Assistance program(s) **after** the increase has been officially adopted.
  - (3) Security Deposit increases shall **NOT** be made retroactive.
- C. **Client Use of Security Deposit Funds.** Clients **CAN NOT** draw on their Security Deposit funds, while occupying a unit, for the purposes of meeting Housing Related Expenses (i.e., rent, repairs, utilities, etc.).
- D. **Non Interest Bearing Account.** Client Security Deposits shall be held in an account separate from other housing funds. For example, the **Housing Authority's "Rental Security Deposit Account"**. *This is a **NON-interest bearing account** for the client. In other words, client funds, held in this account **DO NOT** earn interest for the client.*
- E. **Use during Transfers.**
- (1) The Security Deposit is **NON** Transferable. In other words, if a client is being transferred to another unit, the Security Deposit may **NOT** be transferred to the new unit.
  - (2) Clients shall provide the **Housing Authority** with a new Security Deposit for the new unit.
  - (3) The Security Deposit for that new unit, shall be based on the clients income and monthly payment at time of transfer.
  - (4) The Security Deposit from the old unit, shall be disposed of in accordance with Section **34**, Para **34.1.F.** below.
- F. **Return of the Security Deposit.** The Security Deposit shall be returned to the client, within forty-five (**45**) calendar days of final inspection, **less** any outstanding obligations of the client. Obligations that could be deducted from the Security Deposit include (but are **NOT** limited to):

- (1) Back (past due) Rent.
- (2) The cost of repairs to the unit (less normal wear and tear).
- (3) Legal fees (i.e., attorney, filing, bailiff, servicing, etc.) incurred during an eviction proceeding.
- (4) Other charges owed by the Client.

#### 34.2. Homeownership - Mutual Help Program.

- A. **Amount.** Under the Self-Determination provisions of the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA), the **Housing Authority** has established a Down Payment Fee (formerly known as a Mutual Help Contribution) of **\$1,500** (cash) for participation in the Mutual Help Program.
- B. **Effective Date.** The Mutual Help Down Payment requirement went into effect on **October 1, 1997** and applies to those individuals who purchase an “*existing*” Mutual Help home that another family has vacated. ((**Note: NO “new”** Mutual Help homes will be built under NAHASDA))
- C. **When Due.** This Mutual Help Down Payment must be paid at the time the Mutual Help and Occupancy Agreement (MHOA) is executed and “*prior*” to move in.
- D. **Client Use of the Down Payment.** Clients **CAN NOT** draw on their Down Payment, while occupying a unit, for the purposes of meeting “*routine*” Housing Related Expenses (i.e., homebuyer payments, upgrades to the unit, repairs, utilities, etc.).
- E. **Where Deposited.** Down Payments shall be held in the homebuyers Monthly Equity Payments Account (MEPA).
  - (1) The MEPA is an interest bearing account with interest earned being applied to the client’s account.
  - (2) The **Housing Authority** shall establish and maintain a separate MEPA for each Mutual Help client.
- F. **Return of the Down Payment.** Should the homebuyer terminate his / her Mutual Help and Occupancy Agreement (MHOA), either voluntarily or in-voluntarily, prior to Conveyance, remaining funds shall be returned to the homebuyer – **less** any outstanding obligations of the client. Obligations that could be deducted from the Down Payment (and MEPA Account) include (but are **NOT** limited to):

- (1) Back (past due) Homebuyer Payments.
- (2) The cost of repairs to the unit (less normal wear and tear).
- (3) Unpaid utilities (i.e., L.P. gas and electric).
- (4) Legal fees (i.e., attorney, filing, bailiff, servicing, etc.) incurred during an eviction proceeding.
- (5) Other charges owed by the Client.

G. **Use by Housing After Conveyance.** At time of CONVEYANCE of the Mutual Help home to the homebuyer, **ALL** funds remaining in the MEPA account (including the Down Payment) shall become the sole property of the **Housing Authority**.

- (1) Under NAHASDA, such funds are considered to be “*proceeds from sale*” of the unit.
- (2) Proceeds from sale shall be used by the **Housing Authority**, for “*Affordable Housing Activities*”, as defined by NAHASDA.

## SECTION 35

### SHEDS

The following applies to **ALL Programs**.

- 35.1. **General.** Sheds are allowed at single family rental units and Mutual Help homes with Housing approval.
- 35.2. **Paint / Stain.** Sheds shall be painted, stained to look neat in appearance.
- 35.3. **Numbers.** Only one (1) shed, per dwelling unit, is allowed.
- 35.4. **Costs.** If a client chooses to build a shed, or have a pre-build shed installed, it shall be at his / her expense – **NOT** housings.
- 35.5. **Shed Maintenance.** Once a shed is constructed or installed, clients shall properly maintain it so as **NOT** to create an eye sore in the community.

- 35.6. **Disposition at Time of Move-Out.** At time of MOVE-OUT, clients shall return the property to its original state. In other words, remove the shed (at their expense) and properly dispose of **ALL** materials.
- 35.7. **Compensation after Move-Out.**
- A. After Move-Out (either at the client's doing or as mandated by the **Housing Authority**), the client shall **NOT** be entitled to any compensation for expenses incurred for constructing / installing the shed.
  - B. If the client has any outstanding liability (i.e., a loan or other financing) for the cost of the shed, that liability may **NOT** be assigned to the **Housing Authority** following a voluntary or involuntary Lease Termination.

## SECTION 37

### SMOKE DETECTORS

The following applies to **ALL Programs**.

- 37.1. One (**1**) or more smoke detectors have been installed in **ALL** units that are under the management of the **Housing Authority**.
- 37.2. Clients shall **NOT** tamper with, disconnect, or remove smoke detectors.
- A. Tampering with, disconnecting, or removing smoke detectors from a dwelling unit is grounds for Termination of the Rental Lease / Homebuyer (MHOA) Agreement and Eviction.
- 37.3. Clients shall ensure that smoke detectors are in operating order at **ALL** times.
- A. Smoke detectors have an indicator light on the faceplate.
  - B. When the smoke detector is operating correctly, that light will be lit.
  - C. If the light is "*flashing*" and / or the smoke detector "*beeps*" every few seconds, then the battery is low and needs replacement.
  - D. If the light is **NOT** lit or flashing, then the battery is dead or the unit has been disconnected.
- 37.4. Clients shall replace smoke detector batteries (as required).

- 37.5. If the smoke detector is **NOT** operating correctly or if the client needs assistance, they shall notify the **Housing Authority** IMMEDIATELY.

## SECTION 38

### SUB-LETTING

- 38.1. **Rentals.** Low-Income Rental – Single Family Housing Units, Low-Income Tax Credit Rental – Single Family Housing Units, Low-Income Rental – Elderly and Apartment Units and Market Based Rental Units.
- A. Clients in the Rental programs are prohibited from assigning, sub-letting, or transferring possession of the premises to any other individual.
- B. Clients found to be doing so, are subject to Termination of their Rental Lease Agreement and Eviction.

## SECTION 39

### STRUCTURAL CHANGES / MODIFICATIONS

- 39.1. **Air Conditioners (ALL Programs).**

A. **Window Mounted Models.**

- (1) The installation of a window mounted Air Conditioner is **NOT** considered to be a structural change or modification to the dwelling unit and therefore may be installed in either Rental or Homeownership units without prior written approval from the **Housing Authority**.

**Rational:** Installation, of window mounted Air Conditioners, is typically “*temporary*” and “*seasonal*” and does **NOT** require any changes or modifications to the dwelling structure.

- (2) Installation of such Air Conditioners shall be limited to windows on the side or back of the dwelling unit – **NOT** the front of the house.
- (3) If supports are required, they shall be neat in appearance.

- (4) The cost of installation, and increased utility costs, shall be borne by the client – **NOT** the **Housing Authority**.

**B. Central Air Models.**

- (1) Clients (of **ALL Rental Units**) are **NOT** allowed to install Central Air Conditioning units.
- (2) Clients (of Homeownership Units) are allowed to install Central Air Conditioners, in their Mutual Help homes.
  - (a) To do so, homebuyers must first request approval from the **Housing Authority**, in Writing.
  - (b) The Housing Director, in cooperation with the Maintenance Division Manager, shall review / approve **ALL** such requests.
  - (c) Installation shall be limited to the side or back of the home, and it must be mounted on a cement slab next to the house.
  - (d) As with Window Mounted Models, the cost of installation, and increased utility costs, shall be borne by the Homebuyer – **NOT** the **Housing Authority**.

**39.2. Rentals.** Low-Income Rental – Single Family Housing Units, Low-Income Tax Credit Rental – Single Family Housing Units, Low-Income Rental – Elderly and Apartment Units and Market Based Rental Units.

- A. Clients residing in Rental units are **NOT** allowed to make any type of structural changes or modifications to their dwelling unit. Doing so is grounds for Termination of the Rental Lease Agreement and Eviction.
- B. **Exception.** The only exception to this would be for the installation of a Handicap Accessible Ramp.
  - (1) If such a ramp is required, the client must submit a WRITTEN request to the **Housing Authority** Director, **prior** to installation, indicating why the ramp is needed.
  - (2) The **Housing Authority** Staff shall review and approve / disapprove **ALL** such requests.
  - (3) Generally speaking, the funding and installation of such ramps is the responsibility of the client – **NOT** the **Housing Authority**

**39.3. Homeownership - Mutual Help.**

- A. **General.** Clients, in the Mutual Help program, **MAY** make structural changes or modifications to their dwelling unit, but only with prior WRITTEN approval of the **Housing Authority** and **Board of Commissioners**.
- (1) Start of construction on the change / modification to the structure may **NOT** begin until such time as WRITTEN approval has been obtained.
- B. **Acceptable Modifications.** Some examples of “*Acceptable*” structural modifications or changes to Mutual Help homes are listed below. This list is **NOT** an all-inclusive list, but rather illustrates what can be done.
- (1) Adding an “*attached*” or “*detached*” garage / carport.
  - (2) Enclosing a carport / garage.
  - (3) Installing Energy conservation items (i.e., solar panels, flues and insulation).
  - (4) Adding living space (i.e., in a room in the basement).
  - (5) Adding a deck / patio / porch.
  - (6) Adding storage space (either inside or out).
  - (7) Installing “*permanent*” fencing.
- C. **Client Request Procedures.** Clients interested in making structural changes to their Mutual Help home shall submit a WRITTEN request to the **Housing Authority**. That request must include the following:
- (1) House Address / Number (as applicable).
  - (2) Location (project / area).
  - (3) Detailed narrative description of the structural change.
  - (4) Specifications (i.e., dimensions).
  - (5) Projected date of work.
  - (6) A sketch or drawing depicting what is to be done and where.
- D. **Tenant Responsibility.** It is the responsibility of the tenant to obtain and submit copies of all necessary permits for any structural changes to their



Mutual Help Home. The tenant shall provide Housing Authority with necessary information to ensure:

- (1) That the plan is structurally sound.
- (2) That the proposed changes shall **NOT** adversely impact existing sewer / water lines, utility easements, road easements, etc.
- (3) That the proposed changes shall **NOT** impair the value of the home, the surrounding homes, or the project.
- (4) That the proposed changes shall **NOT** impair the use of the home for "**residential**" purposes.
- (5) That the proposed changes shall **NOT** violate the requirements stipulated in local building codes / ordinances regarding design and construction.
- (6) That the proposal does **NOT** structurally degrade the Mutual Help home (as noted above). If it does **NOT**, then the **Housing Authority** Maintenance Division Supervisor shall recommend approval of the request to the Director and the **Board of Commissioners**.

E. **Use of Licensed Contractors.** After the modification of a home has been approved, clients are encouraged to utilize ONLY Licensed and Ensured Contractors to do the work. This ensures that work will be done correctly and in accordance with established building codes.

F. **Housing Authority Liability.** The **Housing Authority** is **NOT** responsible for any damages to the clients home, structure, or occupants that are caused by work done in conjunction with any such modification.

G. **Funding for Structural Changes / Modifications.**

- (1) **ALL** costs associated with making "*client requested*" structural changes / modifications to the dwelling unit, shall be at the client's expense – **NOT** the **Housing Authority**s.
- (2) Clients are PROHIBITED from obtaining financing for such structural changes / modification, **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.

- (3) Clients may use their MEPA accounts for making structural changes / modifications to their dwelling units.

**J. Compensation after Termination of the MHOA and Move-Out.**

- (1) In the event of Termination of the MHOA and Move-Out (either at the client's doing or as mandated by the **Housing Authority**), the Homebuyer shall **NOT** be entitled to any compensation for such changes or additions he / she made to the home.
- (2) If the Homebuyer has any outstanding liability for the costs of the improvements, that liability may **NOT** be assigned to the **Housing Authority** following a voluntary or involuntary termination.

## **SECTION 40**

### **SUCCESSION UPON**

### **SEPARATION, DIVORCE, DEATH, MENTAL INCAPACITY**

- 40.1. **General.** While one does **NOT** like to think about the possibility of losing a loved one, for any reason, it does happen. Often times, Tribal Enrollment status and the tribes desire to provide enrolled tribal members with PRIORITY in housing also becomes an issue in these situations. Additionally, we have found that all too often, minor children are caught in the middle. In order to ensure tribal members continue to receive priority for available housing units, and to keep disruption to the family at a minimum, the following guidelines shall be followed:
- 40.2. **Rentals.** Low-Income Rental – Single Family Housing Units, Low-Income Tax Credit Rental – Single Family Housing Units, Low-Income Rental – Elderly and Apartment Units and Market Based Rental Units.
  - A. **Separation / Divorce / Death – Involving two (2) Enrolled Tribal Members.**
    - (1) **Review of Need.** If two (2) unmarried or two (2) married Enrolled Tribal Members have been leasing a dwelling unit, and one (1) dies or they separate / divorce, the **Housing Authority** shall review their future housing needs and to the extent feasible, provide housing that meets that need.
    - (2) **Re-determining Bedroom Size for Family.** The **Housing Authority** shall match the family's future housing need to the

appropriate bedroom size. The Bedroom Size / Occupancy Standards table, located in the **Housing Authority's** ADMISSIONS Policy, shall be used as the basis for making this determination. .

- (3) **Custody and Primary Physical Placement Issue.** The decision of **Housing Authority** management may also be influenced by a court order that affects “*custody* and primary physical placement of minor children. **Housing Authority** staff shall try to ascertain if such court orders exist and obtain copies prior to making their recommendations for housing alternatives.

**B. Separation / Divorce / Death – Involving one (1) Enrolled Tribal Member and one (1) NON Tribal Individual.**

- (1) **General.** Under the circumstances noted below (**40.2.B. (1) (a) and (b)**), the **Housing Authority** shall review their future housing needs and to the extent feasible, provide them with housing that meets that need.
  - (a) **Scenario One:** Two (2) individuals were leasing a dwelling unit from the **Housing Authority** and they later separate / divorce. One (1) of them was an Enrolled Tribal Member and the other was a NON Tribal individual.
  - (b) **Scenario Two:** Two (2) individuals (married or otherwise) were leasing a dwelling unit from the **Housing Authority** and one (1) of them dies. The one (1) who died was the Enrolled Tribal Member. The other was a NON Tribal individual.
- (2) **Enrolled Member.** In most cases, and if still eligible, the Enrolled Tribal Member shall continue to receive housing (based on continued eligibility and demonstrated need – i.e., remaining family size).
- (3) **Non-Tribal Individuals.** In most cases, the NON Tribal individual (with or without children) would be required to vacate the dwelling unit within one year and would **NOT** be eligible for future housing assistance.
  - (a) If the NON Tribal individual is directed to vacate the premises, the **Housing Authority** shall provide him / her with a WRITTEN Notice of their need to vacate and allow lone (1) year to relocate.

- (4) **Rights of Non Tribal Individuals for Continued Occupancy.** Under certain circumstances, the **NON** Tribal Individual could continue to receive housing (based on demonstrated need – i.e., remaining family size).
- (a) In order for this to happen, minor children (those under the age of **18**) have to be part of the equation.
1. More specifically, those minor children would have to be **Enrolled Tribal Members**.
- and / or
2. The **NON** Tribal parent would have to have been awarded “*legal*” custody of those minor Enrolled Tribal Members.
- (b) If a **NON** Tribal Individual is allowed to stay in the existing dwelling unit (or is awarded one that better meets his / her current housing needs), they shall only be allowed continued residency until such time as the youngest Enrolled Tribal Member reaches the age of eighteen (**18**).
- (c) At that time, the **NON** Tribal Individual shall be given WRITTEN Notice that he / she has one (1) year in which to vacate the dwelling unit.

**Re-determining Bedroom Size for Family.** As noted above, the **Housing Authority** shall match the Enrolled Tribal Members family and the Non Tribal Individual (with custody of Enrolled Tribal Members – Minor Children) future housing need to the appropriate bedroom size. The Bedroom Size / Occupancy Standards table, located in the **Housing Authority’s** ADMISSIONS Policy, shall be used as the basis for making this determination.

- (5) **Custody and Primary Physical Placement Issue.** The decision of **Housing Authority** management may also be influenced by a court order that affects “*custody* and primary physical placement of minor children. **Housing Authority** staff shall try to ascertain if such court orders exist and obtain copies prior to making their recommendations for housing alternatives.
- (7) **Waivers.** The **Board of Commissioners** can recommend that this Policy be waived, for humanitarian reasons, if circumstances warrant. Such waivers shall be considered, on a case-by-case

basis, ***if*** the affected **NON** Tribal Individuals ask for such a waiver to said Policy.

#### 40.3. Homeownership - Mutual Help.

##### A. General.

- (1) In order to protect the continued occupancy of the Homebuyer's family, the **Housing Authority** shall, to the greatest extent feasible, ensure that successorship of a Mutual Help unit is within the Homebuyer's family.
- (2) The identification of a successor, is the responsibility of the Mutual Help client, and is done at the time the MHOA is executed.
- (3) The client shall designate a successor who, at the time of the designation, is a member of the client's immediate "*family*", and is an authorized occupant of the home in accordance with the MHOA.

##### B. Changing the Named Successor.

- (1) The client may, at any time during the term of the MHOA, change the designation of the successor.
- (2) To do so, however, the client must provide WRITTEN Notice of his / her desire to change the successor (by use of an MHOA amendment), to the **Housing Authority** Director.
- (3) The person designated as the new successor, must meet the qualification standards set forth under the Mutual Help Program.

##### C. Succession, by the person designated by the client:

- (1) Upon occurrence of separation, divorce, death, or being adjudged to be mentally incompetent, the person designated as the successor shall succeed to the Homebuyer Rights and Responsibilities under the MHOA. This is, however, contingent upon the successor meeting the following conditions:
  - (a) The successor meets **ALL** Mutual Help eligibility and program requirements.
  - (b) The successor is willing and able to assume **ALL** rights and obligations of the former client (homebuyer), INCLUDING

**ALL** outstanding amounts owed and any amounts in the MEPA.

- (c) The successor is willing and able to utilize the dwelling unit as his / her "*principle*" residence.
- (b) The successor is willing and able to pay the administration charge, utility costs, and maintenance expenses associated with living in a Mutual Help home.
- (c) The successor is willing and able to perform **ALL** other obligations of a Homebuyer under the MHOA. This includes the obligation to provide **ALL** maintenance and utilities to the unit.
- (d) The successor must be eligible to obtain the land lease (i.e., for Tribal Trust or Restricted Land).
  - 1/ The **Housing Authority** staff shall review applicable statutes and requirements (with regards to land status eligibility) **prior** to approving a successor, or designating a subsequent homebuyer.

**D. Successors who are MINOR (under the age of 18) children.**

- (1) In the event the client (homebuyer) designates a MINOR child (under the age of **18**) as successor, the following shall apply:
  - (a) If, after the occurrence of a death (or physical / mental incapacity designation), there is **NO** qualified and eligible ADULT successor, the **Housing Authority** may approve an adult who has been appointed LEGAL GUARDIAN of the successor child, as an occupant of the dwelling unit.
  - (b) The GUARDIAN shall be responsible for performing the duties and obligations of the MHOA on behalf of the MINOR successor child.
  - (c) Such arrangements shall remain in tact until the child reaches the age of eighteen (**18**) years, at which time the now ADULT successor can become the HEAD OF HOUSEHOLD, if otherwise qualified.
  - (d) If, at any time, prior to the minor successor child reaching the age of eighteen (**18**) years, the guardian is **NO** longer willing or able to perform the obligations and duties of the MHOA, and **NO** other guardian is appointed, possession of

the dwelling unit shall revert back to the **Housing Authority**. In such an event the Housing Authority shall seek legal council. The minor may contest such a decision through the Housing Board and if still dissastified, to the Tribal Court.

- E. **Impact on Amortization Schedule.** If a designated successor (or adult guardian) is approved, there shall be **NO** interruption or change in the amortization schedule due to succession of the dwelling unit. **ALL** rights and obligations, including equity accounts, shall be transferred to the successor.
- F. **Successor is NOT Eligible.** If the designated successor is **NOT** eligible or does **NOT** meet ADMISSION criteria / standards, the successor shall be offered the opportunity to **Buyout** the unit or **Decline** the unit.
- (1) **Successor Buyout.** In the event a successor does **NOT** meet the eligibility criteria for the Mutual Help program, he / she **MAY** request permission to purchase the unit outright from the **Housing Authority**. If this option is exercised:
- (a) The successor must submit a request to purchase the unit, in WRITING, to the **Housing Authority Staff**.
  - (b) The Staff shall ensure that an appraisal is done on the dwelling unit and property to determine the "**Fair Market Value**" of the unit.
  - (c) The Housing Staff shall then forward the recommended sale price to the successor. If the successor agrees to the sale price, the staff shall forward **ALL** related correspondence to the **Board of Commissioners**.
  - (d) The **Board of Commissioners** shall review the request, appraisal, and either approve or disapprove the successors request.
    - 1. **Denial.** The **Board of Commissioners** shall state, in WRITING, the reason(s) for denial or approval within seventy-two (72) hours of reaching that decision.
- (2) **Successor Declines Buyout.** In the event a successor does **NOT** meet the eligibility criteria for the Mutual Help program, and does **NOT** want to Buyout the unit, he / she **MAY** decline **ALL** rights to unit. If this option is exercised:

- (3) **Drawing from the Waiting List.** In the event the “*ineligible*” designated successor Declines Buyout – as noted above, the **Housing Authority** shall select the next “*eligible*” family, from the written MUTUAL HELP applicant list.
- G. **NO Successor Named.** If a client has failed to designate a successor in the MHOA, and then dies, or the successor does **NOT** meet eligibility requirements, the authority to name a successor or new client (homebuyer) rests with the **Housing Authority**.
- (1) **Appointing New Successor.** If it is feasible to appoint a new “*program eligible*” successor (from the former Head of Households remaining family members, who are still residing in the Mutual Help home or from the Head of Households immediate family) then the **Housing Authority** shall endeavor to do so. This shall be done, in consultation with, the **Housing Authority's** Attorney and per the terms / conditions noted in this Section of the Policy.
  - (2) **Drawing from the Waiting List.** In the event the designated “*ineligible*” successor Declines Buyout, and there are **NO** “*eligible*” remaining family members who are willing to accept the unit (execute a new MHOA and be legally / financially responsible for it), the **Housing Authority** shall select the next “*eligible*” family, from the written MUTUAL HELP applicant list.
- H. **Impact on Successors when the MHOA has been Terminated.** Successorship shall **NOT** be recognized when the MHOA is terminated for any reason OTHER than death, physical or mental incapacity. As an example, if the client repeatedly fails to pay his / her monthly payment and the **Housing Authority** terminates their MHOA, the named successor (in the MHOA) shall have **NO** legal standing with regards to acquiring the home.

#### 40.4. **Impact of Divorce and/or Separation on the MHOA.**

- A. If the Homebuyer's Household Composition changes due to a **divorce** or **separation** of the head / spouse, the **Housing Authority** shall require documentation of the legal divorce / separation proceeding for file reference. The legal documents from the court should detail who shall vacate the unit, who shall remain in the unit and who shall continue to assume the obligations under the Homebuyer Agreement (MHOA).
- B. The **Housing Authority** staff shall avoid involvement in such proceedings. In other words, the **Housing Authority** staff shall **NOT** get involved in trying to determine who shall assume the right to the unit under the Homebuyers Agreement (MHOA). That determination shall be made by the court.



- C. The parties to the divorce must address the Homebuyer's accounts and must reach an agreement that shall **NOT** violate the MHOA, which states the account can **NOT** be assigned **NOR** pledged for distribution unless the Homebuyer terminates the Homebuyer Agreement (MHOA). The distribution shall be in line with this Policy.
- D. If an agreement between both parties can **NOT** be reached, the **Housing Authority** shall terminate the Homebuyer Agreement (MHOA) and distribute the account as stated under the Homebuyer Agreement (MHOA). This account shall **NOT** be distributed until, the costs associated with bringing the unit up to a satisfactory condition for the next Homebuyer, have been taken care of.
- E. If an agreement between both parties has been reached and a court ruling issued, the Homebuyer who is to remain in the unit shall sign a new Homebuyer Agreement (MHOA). This shall **NOT** be done, however, until proper documentation, from the court, has been provided to the **Housing Authority**.

## SECTION 41

### TEMPORARY ABSENCES

The following applies to **ALL Programs**.

#### 41.1. General.

- A. At times, single parent clients may have a need to be gone from their units (Rental and Homeownership) to attend to "**short term**" needs. Most typically this is for participation in "**Drug / Alcohol**" Rehabilitation / Treatment programs and / or "**Incarceration**".
- B. For purposes of this Policy, "**short term**" shall mean - **a period of time NOT to exceed ninety (90) calendar days**.

#### 41.2. Short Periods of Absence. If a single parent client is going to be in a "**Drug / Alcohol**" Rehabilitation / Treatment program for a "**short**" period of time or is to be "**Incarcerated**" for a "**short**" period of time, they can retain their unit under certain circumstances. Their options are:

- A. **Designate a Responsible Adult.**

- (1) The single parent client can designate a “*responsible*” adult to look after the unit during his / her absence.
- (2) In so doing, the client is still responsible for monthly payments, utilities, and upkeep of the unit.
- (3) If a designated person causes or allows another person to cause damage to the unit during the client’s absence, the client shall still be held liable for damages caused to the unit.

**B. Board Up the Unit.**

- (1) If the single parent can **NOT** find a “*responsible*” adult to look after the unit during his / her absence, the client may ask the **Housing Authority** to “*temporarily*” board up the unit.
- (2) This ensures that the unit will **NOT** be vandalized during the clients absence.

**41.3. Client Request Procedures.** To be considered for either option, the client must first request permission from the **Housing Authority** staff.

**A.** The request, from the client, shall be in WRITING.

- (1) In order to evaluate the clients request certain documentation is required.
- (2) The client shall provide the **Housing Authority** with documentation, from the Rehabilitation / Treatment Center, Courts, or Law Enforcement Agency indicating the length of the program / incarceration and the start / end dates of the program / incarceration.

**B.** The **Housing Authority** staff shall review and approve **ALL** such requests.

- (1) In making that decision, the staff shall weigh the clients housing record (i.e., payment history, arrears balance (if any), complaints, problems with Lease enforcement, etc.) against the current demand for housing and the welfare of the clients family who may remain in the unit.
- (2) Clients who are determined to be “*problem clients*” or have an “*arrears*” balance, shall **NOT** be approved for such requests.

- C. Once the review is completed, the staff shall notify the client, in WRITING, of his / her decision. That decision shall be conveyed to the client within five (5) business days of receipt of the clients request.

#### 41.4. Absences Beyond 90 Days.

- A. Rehabilitation / Treatment Programs or periods of Incarceration that are beyond ninety (90) calendar days shall **NOT** be considered for “*temporary*” care takers or “*boarding up*” options.
- B. Client absences, beyond ninety (90) calendar days, require the client to give up his / her unit.
- C. Client’s who must vacate can, however, re-apply for housing and be considered for another unit (based upon eligibility and availability at time of re-application) upon completion of their Rehabilitation / Treatment Program or Incarceration.

## SECTION 42

### TERMINATION of RENTAL LEASE AGREEMENT / MHOA

The following applies to **ALL Programs.**

#### 42.1. Client Initiated Termination Procedures.

- A. **Time Lines.** If a client (in **ANY** Program) decides that he / she **NO** longer desires assistance from the **Housing Authority**, he / she **MAY Terminate** his / her Rental Lease / Homebuyer (MHOA) Agreement by providing the **Housing Authority** with at least a fifteen (15) calendar day advance notice.
- B. **Notification.** The notification to the **Housing Authority**, by the client, that he / she is going to **Terminate** his / her Rental Lease / Homebuyer (MHOA) Agreement, shall be in WRITING
- C. **Pre-Move-Out Inspection.** Upon receipt of the WRITTEN Notice, regarding the client’s intent to vacate, and if the client so requests it, the **Housing Authority** Maintenance Division Inspector shall schedule a Pre-Move-Out Inspection. The purpose of this inspection is to let the client know what he / she can do with regards to cleaning, painting, and needed repairs or replacements (if any) prior to vacating the dwelling unit.

D. **Vacating WITHOUT Proper Notice.** Even if a client vacates the dwelling unit, without proper notice to the **Housing Authority**, the client shall remain subject to the obligations of the Rental Lease / Homebuyer (MHOA) Agreement. This includes the obligation to make monthly payments until the **Housing Authority's** Resident Services Staff can "*officially*" terminate the Rental Lease / Homebuyer (MHOA) Agreement in WRITING.

- (1) The "*official*" **Termination** Notice shall be communicated to the client, to the extent feasible.
- (2) That means to the "*last known address*" that the client had on file with the **Housing Authority**.

**NOTE:** Sometimes it is impossible for the **Housing Authority** staff to locate or contact a client who has abandoned a unit or vacated without proper notice. This typically results when **NO** forwarding address is left with the Post Office.

#### 42.2. **Housing Department Initiated Termination Procedures.**

A. **General.** In the event the client (Renter / Homebuyer) fails to comply with any of the obligations in the Rental Lease / Homebuyer (MHOA) Agreement and / or any obligation under this Policy, the **Housing Authority MAY** terminate the Rental Lease / Homebuyer (MHOA) agreement.

B. **Notification.** If it becomes necessary for the **Housing Authority** to terminate the Rental Lease / Homebuyer (MHOA) Agreement of a client, the **Housing Authority** staff shall do so by giving the client a WRITTEN **Termination Notice**.

- (1) A copy of the **Termination Notice** and CERTIFIED Mail receipt shall be filed in the clients permanent **Housing Authority** Resident Services file.
- (2) See Appendix **31** for a Sample of the **Housing Authority's** "**Termination of Lease Notice**" form letter.

C. **Timing.** The **Termination Notice** shall provide "*ample time*" for the client to vacate the unit. "*Ample time*" is deemed to be thirty (**30**) calendar days from the date of the Notice Termination.

D. **Criteria for Termination.** The **Housing Authority** may only issue a **Termination Notice** if the terms and conditions of the Rental Lease / Homebuyer (MHOA) Agreement have been violated. Some of the

common reasons for **Termination** include, but are **NOT** limited to, the following:

- (1) Abandonment of the dwelling unit.
- (2) Admitting unauthorized persons to live in the dwelling unit.
- (3) Creation of physical hazards.
- (4) **Criminal Activity.** A client, any member of the client's household, or a guest or other persons under the client's control engaging in criminal activity, including drug related criminal activity, on or near the client's unit.

**Note:** For purposes of this section, 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 defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802)).

- (5) Damaging the dwelling unit, premises, or **Housing Authority** property.
- (6) Failure to comply with **ANY** provision of this policy.
- (7) Failure to complete Annual re-examinations.
  - (a) Committing fraud on the initial or **ANY** subsequent re-examinations.
  - (b) Withholding or misrepresenting information relative to the initial or **ANY** subsequent re-examinations.
- (8) Failure to allow **Housing Authority** staff to conduct inspections..
- (9) Failure to maintain the unit in accordance with the Rental Lease / Homebuyer (MHOA) Agreement.
- (10) Failure to make required monthly Rent / Homebuyer Payments.
- (11) Failure to make required monthly Utility Payments.
- (12) Failure to use the unit as the clients principal residence.
- (13) **Nuisance.** Serious and repeated interference with the rights of other **Housing Authority** clients (i.e., the clients Neighbors). In other words, being a nuisance to the community in which the client resides. Nuisances include, but are **NOT** limited to, the following:

- (a) Failing to contain a pet that runs loose, barks excessively, etc.
- (b) Failing to maintain the exterior grounds to the community standards.
- (c) Failing to remove, or have removed, inoperable vehicles, appliances, furniture, etc. from the yard.
- (d) Failing to remove, or have removed, refuse or allowing excess debris to build up between garbage removals.
- (e) Failing to allow other residents in the community the peaceful enjoyment of their accommodations; etc.

**Note:** The **Housing Authority** shall investigate complaints that are received on these issues (as noted above) and shall inform the client that these complaints / concerns have been received by the **Housing Authority**. That notification shall be in WRITTEN form. Based on the nature of the complaint, **Housing Authority** staff may issue a **Notice of Termination** to the client if the issue has **NOT** been resolved to **Housing Authority** management's satisfaction.

(15) **Violations.**

- (a) **Violations.** Client "**violations**" may include, but are **NOT** limited to:
  - 1. Failing to submit **Housing Authority** requested verifications.
  - 2. Failing to provide Social Security Numbers.
  - 3. Failing to complete re-certifications.
  - 4. Failing to keep utilities in service.
  - 5. Failing to report changes in income and / or assets of household members in a timely manner.
  - 6. Vacating the unit in violation of the Rental Lease / Homebuyer (MHOA) Agreement.
  - 7. Transferring income or assets to obtain / retain false eligibility.
  - 8. Overstating deductions / allowances / expenses.
  - 9. Using a false identity or Social Security Number.

10. Using false documents.
11. Falsifying the number of household members.

E. **Violations.** If a client commits a **Violation**, the **Housing Authority** shall notify the client, in WRITING, of the violation, and provide the client with an opportunity to appeal using the procedures in the **Housing Authority's GRIEVANCE Policy**.

F. **Referral for Criminal Prosecution.** In the case of **Fraud**, the **Housing Authority** has several options, including **Criminal Prosecution**. The **Housing Authority** shall first notify the client and give them an opportunity to resolve the discrepancy or problem. The **Housing Authority** shall determine appropriate action of each case based on facts, available information provided by the client, and **ANY** other pertinent information.

42.3. **Abandonment.** In the event the **Housing Authority** determines that the dwelling unit has been ABANDONED, the **Housing Authority** shall still send the client a **Termination Notice**.

A. The Notice shall cite the reason for **Termination** of the Rental Lease / Homebuyer (MHOA) Agreement as "**abandonment**".

B. By sending the Termination Notice to the client, the **Housing Authority** has met its legal requirement to "**officially**" notify the client that his / her Rental Lease / Homebuyer (MHOA) Agreement shall be **Terminated** in Fifteen (15) calendar days.

C. This action does **NOT** preclude the **Housing Authority's** Maintenance Division staff from securing up the unit to protect it against unlawful entry and vandalism.

42.4. **Disposition of Homebuyer Account.**

A. If the Homebuyer (MHOA) Agreement is terminated by the Homebuyer or the **Housing Authority**, the balance in the Homebuyer's Monthly Equity Payment Account (MEPA) shall be disposed of as follows:

(1) The MEPA shall be charged with:

(a) **ANY** maintenance and replacement costs incurred by **Housing Authority** to put the unit back in satisfactory condition for the next occupant.

(b) **ANY** amounts the Homebuyer owes the **Housing Authority** including:

1. Required Monthly Payments.
2. Required Monthly Payment for the period the home is vacant, **NOT** to exceed sixty (**60**) calendar days from the date of receipt of the Notice of Termination, or if the homebuyer vacates the home without notice to the **Housing Authority**, for the period ending with the effective date of the Notice of Termination issued by the **Housing Authority**.
3. The cost of securing a vacant unit.
4. The cost of notification and associated termination tasks.
5. The cost of storage and / or disposition of personal property.

42.5. **Prorating** monthly (Rent / Homebuyer) **Payments**.

- A. When a Rental Lease / Homebuyer (MHOA) Agreement is terminated, the **Housing Authority** shall "*prorate*" the final months payment.
  - (1) The "*prorated*" amount shall be based on the number of days in the month divided by the amount of the monthly payment.

42.6. **Evictions**.

A. **Housing Authority Staff Actions**.

- (1) In the event a client fails to Move-Out, following receipt of a "**Termination of Lease**" notification, the **Housing Authority** shall initiate EVICTION proceedings against the client.
- (2) The **Housing Authority** Resident Services staff shall notify the client that the **Housing Authority's** Attorney will be filing a civil complaint for EVICTION with the **Red Cliff** Tribal Court.
- (3) The **Housing Authority** Resident Services staff shall notify the **Housing Authority's** Attorney of the client's failure to vacate and request that he / she file a civil complaint for EVICTION with the **Red Cliff** Tribal Court.

- B. **Payment of Legal Fees**. In the event the **Housing Authority's** EVICTION is upheld by a court order, the client shall be held responsible



for **ALL** attorney fees, legal costs (i.e., servicing fees) and court costs incurred by the **Housing Authority** in the eviction process.

**C. Failure to Vacate Following Court Order.**

- (1) In the event the client refuses to vacate the unit, after an Eviction Order has been issued by the court, then the **Housing Authority** Resident Services staff shall contact the Police Department.
- (2) The Police Department shall be provided with a copy of the Eviction Order (from the Court) and be asked to physically remove the family and the family and their belongings.
- (3) The date / time of forced removal shall be coordinated with the **Housing Authority's** Maintenance Division Supervisor so that the unit can be boarded up and secured immediately following the forced removal.

## **SECTION 43**

### **TRANSFERS**

43.1. **Rental.** Low-Income Rental – Single Family Housing Units, Low-Income Tax Credit Rental – Single Family Housing Units, Low-Income Rental – Elderly and Apartment Units.

**A. Client Requested Transfers.**

- (1) Participants of the Rental Programs are eligible for “*transfers*” to other units, within or between projects.
- (2) **ALL** Client Requested Transfers are:
  - (a) Subject to certain terms, conditions, and limitations.
  - (b) Subject to the availability of units.

**B. One-for-One Swaps.** One-for-One swaps are another option available, when two (2) families are willing to transfer (trade) units.

**C. Transfer Request Form.** Those client’s who desire **ANY** type of “*transfer*” are required to complete a “**Unit Transfer Request**” form and submit it to the **Housing Authority Staff** for review / approval.

See Appendix **35** for a Sample of the **Housing Authority's "Unit Transfer Request"** form.

- D. **Mandatory Transfers.** Under certain conditions, **Housing Authority** Management may direct clients to transfer to "*smaller*" or "*larger*" units under what are known as "**Mandatory Transfers**".
- 43.2. **Homeownership - Mutual Help.** Those in the Mutual Help program are **NOT** eligible for unit TRANSFERS.

## SECTION 44

### T.V. RECEPTION OPTONS

The following applies to **ALL Programs**

#### 44.1. **Direct T.V. Dish. Satellite Dish, TV Antennas**

- A. Clients are **NOT** allowed to install a Direct T.V. Satellite Dish or antenna (for T.V. reception) on the roof of their dwelling unit because it causes problems with water and leaking.
- B. Clients wishing to install a Direct T.V., Satellite Dish, or antenna must first request written permission from the **Housing Authority**. **RCHA Staff** shall notify the client, in WRITING, of his / her decision within five (5) business days of receipt of the clients request.
- C. Direct T.V., Satellite Dish's and antennas may be installed on a metal pole and anchored in the ground next to the dwelling unit.
- (1) The Direct T.V., Satellite Dish, and antenna shall be grounded to prevent electrical fires that cold be caused by lighting hits.
  - (2) Installation shall be at the client's expense – **NOT** housings.
  - (3) Upon Move-Out, the client shall be responsible for removal and disposal of the Direct T.V. Satellite Dish and **ALL** cabling.
    - (a) Clients are **NOT** eligible for any type of reimbursement for expenses that they might have incurred during the installation of a Direct T.V. Dish.

- (b) If items are **NOT** removed, at time of Move-Out, the **Housing Authority** shall remove them, however, the client shall be billed for the cost of removing and disposing of those items.

## **SECTION 45**

### **UPKEEP of DWELLING UNIT PROPERTY / GROUNDS**

The following applies to **ALL Programs**.

#### **45.1. Landscaping.**

- A. Trees, bushes, shrubs, flowerbeds, etc. have been planted / installed on the property of most dwelling units to enhance the beauty of the neighborhood.
- (1) Clients are encouraged to further enhance the beauty of their neighborhood by planting and caring for additional trees, bushes, shrubs, flowerbeds, etc.
  - (2) Clients may, at their discretion and expense, buy and plant additional trees, bushes, shrubs, flowers on / around their dwelling unit.
- B. Clients shall properly care for such vegetation (i.e., pruning, watering, etc.) to ensure the continued beauty of the housing area.
- C. **ALL** trees, bushes, shrubs, flower beds remain the property of the **Housing Authority**.
- (1) Clients are prohibited from removing any existing trees, bushes, shrubs, flower beds, etc. without first contacting and obtaining **WRITTEN** approval from the **Housing Authority**.
  - (2) Clients are prohibited from removing any trees, bushes, shrubs, flower beds, etc., at time of Move-Out, even those which they paid for and planted.

#### 45.2. **Watering.**

- A. Watering the lawn shall be done, by the client, as necessary to prevent brown or burned lawns.
- B. Clients shall be considerate of their neighbors by supervising / monitoring the watering of lawns, gardens, etc. so as **NOT** to damage their lawns, gardens, and property because of flooding.
- C. Garden hoses or sprinklers are **NOT** to be left on when **NOT** in use. This wastes resources and can lead to flooding.

#### 45.3. **Outside Storage.**

- A. Generally speaking, clients shall **NOT** store household or other property / belongings (i.e., sofa, couch, kitchen table, etc.) outside the dwelling unit.
- B. Exceptions include such things as:
  - (1) Bicycles
  - (2) Barbecue Grills
  - (3) Lawn Chairs
  - (4) Lawn Tables
  - (5) Lawn Mowers
- C. The **Housing Authority** is **NOT** responsible for personal items; left unsecured (or otherwise) outside of the dwelling unit, that are stolen or damaged. In other words, if things are stolen from the yard or damaged by vandals, clients are to report the theft / vandalism to the **Tribal Police Department** - **NOT** the **Housing Authority**. Financial claims, for such losses, should be filed with the Clients Insurance Company (i.e., under the clients Renters Insurance Policy or Homeowners Insurance Policy).

#### 45.4. **Snow Removal.**

- A. Clients are required to keep snow removed from their driveways and common areas (i.e., sidewalks and decks) of their dwelling units.
- B. Generally, speaking, snow removal should be completed within forty-eight (**48**) hours of snowfall.

- C. The only exception to the conditions noted above, is for those clients in the “**Elderly Apartments**” which under management by the **Housing Authority**.
- (1) The **Housing Authority** Maintenance Division staff shall be responsible for snow removal in the common areas (sidewalks / driveways / parking areas) of the “**Elderly Apartments**”.
  - (2) It is the goal of the **Housing Authority** Maintenance Division to get snow removed from the “**Elderly Apartment**” common areas and driveways as soon as possible (time, staff, and workload permitting), but **NO** later than twenty-four (**24**) hours after the snowfall.
  - (3) If snow has **NOT** been removed twenty-four (**24**) hours after the snowfall, elderly clients are encouraged to call the **Housing Authority** Maintenance Division (at **715 -779-3744**) to check on the status.

#### 45.6 Parking Area Upkeep.

- A. Parking areas shall be swept and kept free from grease, oil, etc.
- B. Any vehicle that is found or observed to be leaking fluid of any kind shall be removed from the street or driveway IMMEDIATELY.
- (1) If the client does **NOT** remove the vehicle, the **Housing Authority** shall take those actions necessary to get the vehicle removed.
  - (2) The client shall be held responsible for **ANY / ALL** costs associated with the removal of the vehicle.
  - (3) The client shall be held responsible for the clean up of any grease, oil, gas spills from the vehicle.

#### 45.6 Yard Upkeep.

- A. Clients shall be responsible for the basic upkeep of their yards and keeping them in an acceptable condition, free from trash, clutter, and debris (including abandoned or junk cars).
- B. “*Basic Upkeep*” includes: watering the lawn, mowing / trimming the lawn, and trimming shrubs / bushes on the property, whenever necessary.
- (1) Garden hoses, sprinklers, electric trimmers, etc. should be stored in the house or outside storage shed when **NOT** in use.

- (2) Gasoline powered lawnmowers shall be stored outdoors or in an outdoor shed at **ALL** times – never in the house. Storage in the home is considered to be a fire hazard and safety issue.
- C. The **Housing Authority** shall monitor the condition of the clients yard through periodic inspections and drive-bys.
- D. Clients shall be responsible for **cutting the grass**, in their yard, on a regular basis.
- (1) If a client fails to keep the grass, in his / her yard, cut (to the satisfaction of the **Housing Authority**), the following shall occur.
    - (a) When grass is found to be in excess of eight (**8**) inches, the **Housing Authority** shall issue a NOTICE to the client that his / her grass needs to be cut within seventy-two (**72**) hours.  
  
See Appendix **36** for a Sample of the **Housing Authority's "Notification of Need for Yard Upkeep"** form letter that is sent to clients regarding lawn-mowing requirements.
  - (2) Receipt of three (**3**) or more of these NOTICES, within a twelve (**12**) month period, can lead to Termination of the Rental Lease / Homebuyer (MHOA) Agreement and Eviction.
  - (3) Grass clippings shall **NOT** be deposited on any street, road, or common property, except in proper containers on collection days.
- D. The only exception to the conditions noted above, are for those clients in "**Elderly Apartments**". The **Housing Authority's** Maintenance Division staff shall be responsible for **ALL** yard upkeep at the "**Elderly Apartment**" facilities.

## SECTION 46

### USE OF THE HOME

#### 46.1. **ALL programs.**

- A. Clients and the **Housing Authority** are jointly responsible to the Tribe, and future generations, for ensuring that the Tribes housing stock is used properly and well maintained.

- B. It is the responsibility of each client to show respect for the housing program and appreciation for his / her low housing cost by keeping his / her unit and grounds in a decent, safe and sanitary condition at **ALL** times.
- C. **Principal Place of Residence.** As a condition of occupancy, clients are required to use the assigned dwelling unit as their “**PRINCIPLE**” residence during the term of the Rental Lease / Homebuyer (MHOA) Agreement (as applicable).
- D. Dwelling units are for the sole use of the client’s family and / or dependents (as listed on the Application for Housing Assistance, Rental Lease Agreement, or Homebuyer (MHOA) Agreement – as applicable).
- E. Clients shall **NOT** use, or permit the use of the dwelling, for any other purpose.
- F. Instances of serious abuse or misuse of the dwelling unit (i.e., **NOT** using it as one’s **Principal Residence**) is cause for Termination of the Rental Lease / Homebuyer (MHOA) Agreement and Eviction.

#### 46.2. **Homeownership - Mutual Help.**

- A. Once a client has been assigned a Mutual Help home, entered into an MHOA, and moves in, he / she is prohibited from obtaining other federally subsidized housing.
- B. If other housing is desired, the client must “*voluntarily*” divest his / her interest in the Mutual Help home. That means turning the home back in to the **Housing Authority**.
- C. If the client vacates the Mutual Help unit, for the purposes of residing elsewhere, and fails to abide by the **Housing Authority’s** MUTUAL HELP SUB-LEASE Policy, he / she shall be subject to Termination of the Homebuyer (MHOA) Agreement and Eviction proceedings.

## **SECTION 47**

### **UTILITIES / SERVICES**

47.1. **General.** The following Utilities / Service issues are common to **ALL** programs.

- A. **Proper Use of Facilities.**

- (1) **Tampering with Utility Meters.** Clients shall **NOT** tamper with utility meters (or other utility equipment).
  - (a) Clients who are having a problem with any utility services, **NOT** provided by the **Housing Authority**, should contact that Utility Service Provider (Customer Service Office) directly to report problems or to seek assistance.
- (2) **Use Equipment / Services as Intended.** Clients shall **NOT** use plumbing, electrical, or gas burning equipment for any purpose other than that for which they were intended.
  - (a) For example, the gas / electric range were intended for cooking – **NOT HEATING THE HOUSE.**
- (3) **What NOT to put in the Sewage System.** Under **NO** circumstances are coffee grounds, grease, cloth, or disposable diapers, sanitary napkins, loose plastic items, or any other such materials to be put into the sewage system.
  - (a) In the event it is determined that clogged pipes (requiring repairs) can be linked to clients, clients family, or clients guests putting such items (as noted above) into the sewage system, then the cost of repairs to unclog the pipes shall be billed to the client.
  - (b) If there are problems with either the sewer or septic systems, clients shall report them, via phone, to the **Housing Authority** IMMEDIATELY.

**B. Requesting Utilities / Services.**

- (1) The client (Renter / Homebuyer) shall be responsible for requesting service to be started, to his / her unit, directly from the Utility / Service Provider.
- (2) Following hook up, the client (Renter / Homebuyer) shall be responsible for the payment of **ALL** utility bills (including hook up fees) that are **NOT** provided by the **Housing Authority**. Such payments shall be made directly to the Utility / Service Provider.

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

- (1) Garbage Pick up shall take place on **Tuesday** of each week.
- (2) It is the client's responsibility to take their garbage to the curbside pick up point.



- (3) Garbage shall be at the curbside pick up point **NO LATER THAN 8 a.m. on Tuesday.**
- (4) 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, paper boxes, and plastic bags* are **NOT** approved containers for garbage.
- (5) It is also the client's responsibility to separate out recyclable materials from their garbage prior to placing it curbside.

**D. Spring Clean-up Campaign.**

- (1) During the Spring (May) Clean Up Campaigns, dumpsters can be located at the Red Cliff Transfer station.
- (2) These dumpsters are **NOT** intended for the disposal of "oversized" items. If clients have "oversized" items (such as furniture, car parts, appliances or brush of any kind) they should contact the **Housing Authority** so that special arrangements can be made for pick up and disposal.

**E. Services NOT provided by Housing.** It is the responsibility of the client to make arrangements, with the applicable Utility / Service Provider, for those services needed / desired and for which the **Housing Authority** is **NOT** responsible for.

**F. Payment for services NOT provided by Housing.**

- (1) It is also the responsibility of the client (**NOT** the **Housing Authority**) to PAY for any of the services, for which they have contracted for (including any deposits and / or hook up fees), and for which the **Housing Authority** is **NOT** responsible for.
- (2) Utility and Service providers shall bill clients directly for those services they have requested.
- (3) At times, clients fail to have the utilities / service provides bill them directly. In some instances, those bills are then forwarded to the **Housing Authority** for payment.
  - (a) Such bills, received by the **Housing Authority**, shall be forwarded on to the client for payment.

- (b) Failure of the client to pay, or have the service provider put the bill in the clients name for three (3) consecutive months, (following Move-In or start date of service) is grounds for Termination of the Rental Lease / Homebuyer (MHOA) Agreement and Eviction.

(c)

47.2. **Utilities / Services for Low-Income and Low-Income Tax Credit Rental – Single Family Housing Units.**

A. **Provided.** The **Housing Authority** **SHALL** provide the following UTILITIES / SERVICES to those clients living in Low-Income Rental - Single Family Housing units managed by the **Housing Authority**:

- (1) Sewer.
- (2) Water.
- (3) Weekly (Curb Side) Garbage Pick up. (See details in para 47.1.C. above)

**Note:** Clients shall refrain from waste or excessive use of utilities that are covered under their Rental Lease Agreement and paid for by the **Housing Authority**.

B. **NOT Provided.** The **Housing Authority** **SHALL NOT** provide the following UTILITIES / SERVICES to those clients living in Low-Income Rental - Single Family Housing units managed by the **Housing Authority**:

- (1) Electricity.
- (2) Telephone.
- (3) Cable T.V. Access

47.3. **Utilities / Services for Low-Income Rental – Elderly and Apartment Units.**

A. **Provided.** The **Housing Authority** **SHALL** provide the following UTILITIES / SERVICES to those clients living in **Low-Income Rental – Elderly and Apartment units** managed by the **Housing Authority**:

- (1) Sewer.
- (2) Water.
- (3) Electricity.

- (2) Heat.
  - (3) Weekly (Curb Side) Garbage Pick up. (See details in para 47.1.C. above)
  - (6) Spring and Fall Clean-up Campaign. (See details in para 47.1.D. above)
- B. **NOT Provided.** The **Housing Authority** **SHALL NOT** provide the following UTILITIES / SERVICES to those clients living in Low-Income Rental – Elderly and Apartment units managed by the **Housing Authority**:
- (1) Telephone.
  - (2) Cable T.V. Access

## SECTION 48

### VACATING UNITS

The following applies to **ALL Programs.**

- 48.1. **General.** The purpose of this section is to provide procedures that apply to clients who are vacating their dwelling units.
- 48.2. **Sequence of Events.** The sequence of events, for vacating a dwelling unit, shall be as follows:
- A. **Notification.** The client notifies the **Housing Authority**, in WRITING, of his / her intent to vacate.
  - B. **Pre-Move-Out Inspection.**
    - (1) The **Housing Authority** Maintenance Division Inspector shall schedule a Pre Move-Out Inspection of the unit within five (5) business days of receipt of the clients **Notice to Vacate** – and when such an inspection is so requested by the client.
    - (2) The client shall be provided with a copy of the Pre Move-Out Inspection Report so that he / she may make needed repairs / replacements.
  - C. **Move-Out Inspection.**

- (1) The **Housing Authority** Maintenance Division Inspector shall schedule the Move-Out Inspection so that it coincides with the clients stated Move-Out date (as noted on his / her **Notice to Vacate**).
- (2) If the client has **NOT** completed the necessary repairs / replacements by the scheduled Move-Out date, the **Housing Authority** Rehabilitation Division shall be notified so that repairs can be scheduled as soon as possible and the unit returned to service.

**E. Billing for Repairs After Move-Out.**

- (1) Once repairs and replacements have been taken care of, the **Housing Authority** Resident Services staff shall provide the client with a detailed bill showing what work was done, the labor costs involved, the material costs involved.
- (2) A copy of the *bill* shall be placed in clients File.

**48.3. Client Due Refund.**

- A. The **Housing Authority's** staff shall provide Housing Finance with a copy of the Move-Out *statement* (indicating that a refund is due) so that the refund check can be issued and the client's account closed out.
- B. If the client has a refund coming (either from the Security Deposit or MEPA), the **Housing Authority** Finance Division staff shall provide that refund to the client within forty-five (**45**) calendar days of Move-Out.

**48.4. Client Owes Housing Money.**

- A. If the client owes the **Housing Authority** money, funds from the client's Security Deposit / MEPA (as applicable) shall be used to satisfy those outstanding debts.
  - (1) The **Housing Authority's** Resident Services staff shall provide Housing Finance with a copy of the Move-Out statement (indicating a refund is due) so that the refund check can be issued and the client's account closed out.
  - (2) Funds left over, after **ALL** debts have been paid, shall be returned to the client within forty-five (**45**) calendar days of Move-Out.

- B. If the client owes money, and their Security Deposit / MEPA contain insufficient funds to cover the debt, they shall be billed for the balance due.
- (1) Clients shall be given sixty (**60**) calendar days within which to make good on their payment.
  - (2) In the event a client fails to make that payment within sixty (**60**) days, the matter shall be turned over to the **Housing Authority's** Attorney.
    - (a) The Attorney shall initiate legal action, for restitution, via the Tribes Small Claims Court. Judgments for payment (via cash or wage garnishment) shall be sought.
    - (b) If legal action is required, the client shall be held responsible for any and **ALL** legal fees associated with trying to recoup funds due Housing.
    - (c) If additional costs (legal) are incurred, the Resident Services staff shall notify Housing Finance so that the client's account can be annotated accordingly.

48.5. **Determining Charges for Repairs / Damages.** Any amounts to be charged to the client, for repairs, shall be based on ACTUAL COSTS (labor and materials) incurred by the **Housing Authority**.

- A. For additional information on fixed charges, see the **Housing Authority's** Maintenance Policy.

48.6. **Other Potential Applicable Charges.** The list below provides examples of some of the OTHER charges that clients can be billed for when vacating a unit. This list is **NOT** all-inclusive.

- A. The cost of securing the unit (to protect against vandalism).
- B. The cost of legal notification (i.e., servicing fees).
- C. The cost of removing and disposing of abandoned vehicles.
- D. The cost of storage and / or disposition of personal property left behind.

## SECTION 49

### VEHICLES

The following applies to **ALL Programs**

#### 49.1. **Valid License Plate / Registration.**

- A. Only those vehicles with a **valid license plate / registration** and are in running (operable) order shall be allowed on **Housing Authority** property. In other words, both the license and registration must be current.
- B. Vehicles without a valid license / registration or those that are inoperable are considered to be “*Junk Cars*” and subject to removal from the property.

#### 49.2. **Inoperable Vehicles.** Clients shall **NOT** (nor shall they allow family, friends, relatives) to park / store wrecked, inoperable, or non-licensed vehicles within the community housing areas.

- A. Vehicles that are observed to be in community housing areas for more than thirty (**30**) calendar days, which appear to be “*unlicensed*”, “*inoperable*” or “*abandoned*”, shall be removed from the premises and properly disposed of.
- B. If the client fails to remove said vehicles of his / her own volition, then the **Housing Authority** Security Officer shall serve the client with an “*official*” notice to remove the vehicle(s).
- C. If the client still fails to remove said vehicle, ten (**10**) calendar days after being notified in WRITING by the **Housing Authority**, then the **Housing Authority’s** Security Officer shall make arrangements to have the vehicle removed.
- F. Any costs incurred with the removal of such vehicles, shall be the sole responsibility of the client and they will be billed accordingly.

#### 49.3. **Repairing / Overhauling of Vehicles.** The repairing or overhauling of vehicles is **NOT** permitted within the community housing areas. This includes the yard and driveway of **ALL** homes under the management of the **Housing Authority**.

#### 49.4. **Speed Limit.** The speed limit in the community housing areas is posted at fifteen (**15**) miles per hour (**MPH**). This limit has been established for the safety

of **ALL** residents, especially the children, and applies to **ALL** motorized vehicles (mopeds, ATV's, snow mobiles and go-karts included).

49.5. **Off Road Vehicles.** Normal operation of off road vehicles (i.e., motorcycles, mini-bikes, ATV's, snow mobiles, etc.) within the community housing areas is prohibited. These vehicles may, however, be driven "*directly*" to / from the park areas set up for their use.

49.6. **Recreational Vehicles.**

A. The storage / parking of boats, boat trailers, buses, camping trailers, snowmobiles and other recreational vehicles on any street or home site within the community housing areas must be housing approved.

B. **Exceptions.**

(1) These vehicles may, however, be parked / stored within the community housing areas if they are in a CLOSED GARAGE or STORAGE SHED.

(2) These vehicles may also be parked on a street or home site, within the community housing areas, so long as it is for the purpose of "*loading*" / "*unloading*" and it is done so on a "*temporarily*" (less than **24** hours) basis.

## SECTION 50

### VISITOR ACCOMMODATIONS

The following applies to **ALL Programs**

50.1. **General.** Except as allowed for in the Rental Lease / Homebuyer (MHOA) Agreement, clients shall **NOT** give accommodations to visitors without the **PRIOR** written consent of the **Housing Authority**.

50.2. **Visit.** For the purposes of this Policy, the term "**Visit**" means, temporarily residing in a Dwelling unit with a Family for a period of time **NOT** exceeding fifteen (**15**) calendar days during any given thirty (**30**) calendar day period.

50.3. **Fifteen Day Rule.** Clients are allowed to have family, friends, guests, etc. stay in their unit for "**visits**" of up to fifteen (**15**) calendar days **WITHOUT** Prior **Housing Authority** approval.

50.4. **Thirty Day Rule.** Clients who wish to have family, friends, guest, etc. stay in their unit beyond fifteen (**15**) calendar days, but **NOT** more than thirty (**30**)

consecutive calendar days, may do so if they notify the **Housing Authority** of their intentions.

- A. At a minimum, clients shall submit a WRITTEN request to the **Housing Authority Staff**.

50.5. **Housing Department Review of Request.** The **Housing Authority staff** (or his / her designate) shall review **ALL** such requests.

- A. Formal "*Criminal Background*" checks and other standard **Housing Authority** screening practices are **NOT** required on individuals who are involved with **Temporary** stays of thirty (**30**) calendar days or less.
- B. If, however, it is KNOWN that an individual under consideration for a thirty (**30**) day "*temporary stay*" has Outstanding Debts owed to Housing, is a known Drug Dealer, a known Child Molester, etc., then the staff shall have the authority to deny that individual permission to temporarily reside in the unit.
- C. The staff (or his / her designate) shall provide a WRITTEN response (approving the request or denying the request) to the client within five (**5**) business days of receipt of the clients request.
- D. Should the staff (or his / her designate) make the determination that the individual is **NOT** going to be granted permission for a "*temporary stay*", then he / she shall provide the client (requesting said permission) with the reason(s) for such denial. The criteria for denial shall be in accordance with Section **5** of the **Housing Authority's** ADMISSIONS Policy.

50.6. **Impact on Lease.** Clients found to be repeatedly giving accommodations to additional persons in excess of thirty (**30**) calendar days, without **Housing Authority** approval, are subject to Termination of their Rental Lease / Homebuyer (MHOA) Agreement (as applicable) and Eviction.

## SECTION 51

### WORK ORDERS

51.1. **General.** The **Housing Authority** shall perform **ALL** required maintenance through its **Work Order** system.



## 51.2. **Work Order System.**

- A. The maintenance **Work Order** system is designed to track the request, authorization, and execution of **ALL Work Orders** and provides the who, what, when, and where of **ALL** maintenance work performed by the **Red Cliff Tribal Housing Authority**. It also accounts for the costs of **ALL** maintenance work.
- B. The **Housing Authority** shall **NOT** commence work without a **Work Order**.
- C. **Exception.**
  - (1) The **ONLY** instance, whereby the **Housing Authority** shall commence work without a **Work Order**, is when an “*emergency*” occurs during “*non-regular*” working hours.
  - (2) Under such circumstances, the **Housing Authority** Maintenance Division employee who responds to the “*emergency*” shall initiate a **Work Order** (on behalf of the client) the next business day so that the work performed can be documented.

## 51.3. **Rentals - Client Requested Work Orders.**

- A. **Obtaining a Work Order.** Clients may obtain **Work Order** (requests) by one of two methods.
  - (1) Call the **Housing Authority’s** Maintenance Division Secretary (or his / her designated back-up) at **715-779-3744** and request a **Work Order**.
  - (2) Clients may also obtain a **Work Order** by going directly to the **Housing Authority** office (i.e., on a walk-in basis) and requesting one from the **Housing Authority’s** Maintenance Division Secretary (or his / her designated back-up).
  - (3) Under **NO** CIRCUMSTANCES shall **Work Orders** be accepted from tenants on a casual or verbal basis. For example:
    - (a) A client sees a **Housing Authority** Maintenance Division staff member, outside the office. He / she notifies the staff member that something at his / her home is broken, it needs to be fixed, and requests that they come over to fix it ASAP.

- (b) **Housing Authority** staff members receiving such requests shall advise the client to either call the **Work Order** request in or go directly to the **Housing Authority** office to report it.
  - (c) **Rational.** For whatever reason, these casual or informal **Work Order** requests may or may **NOT** get written down by the **Housing Authority** staff member. Staff are often busy, or doing something else at the time of the request, and they may forget to write it down or submit it. If there is no record of it, it can **NOT** get put into the system for scheduling. To ensure **Work Orders** are acted on, go through proper channels at the **Housing Authority** Office. By going through proper channels, **Housing Authority** management can better assure its clients that **Work Orders** are being logged in, scheduled, and taken care.
- B. **What's Needed.** Clients are required to supply the following information, when requesting a **Work Order** :
- (1) Unit Number and / or Apartment Number (as applicable).
  - (2) Leaseholders Name (Head of Household).
  - (3) Brief description of the work needed
- C. **Consent to Enter.** The “request” of a **Work Order**, by a client, shall constitute his / her “permission” for the **Housing Authority** staff to enter the dwelling unit for the purpose of performing the requested work.

#### 51.4. **Housing Department Handling of Work Orders.**

- A. **Assigning Work Order Numbers.** The **Housing Authority** Maintenance Division staff shall determine the status of **ALL Work Order** requests and assign them a number (for accounting / tracking purposes) and a priority (Emergency, Urgent, or Routine). See Section **10**, Para **10.30**, of this document, for a break down of these priorities.
- B. **Approving Work Orders.** The Maintenance Division Foreman shall approve **ALL Work Orders** and assign appropriate maintenance staff to perform the needed repair(s).
- C. **Prioritizing Work Orders . Work Orders** classified as “**EMERGENCY**”, shall be acted upon immediately by the **Housing Authoritys** Maintenance Division. This is necessary to prevent injury to the client and mitigate further damage to the dwelling unit.

D. **Client Involvement.** The Client or the Client's designee should be present in order for **Housing Authority** Maintenance Division staff to enter the home and complete "*routine*" **Work Order** requests.

- (1) The **Housing Authority** maintenance staff shall provide "*reasonable*" notice **prior** to scheduling "*routine*" maintenance.
- (2) If a client so desires, they can sign a "**Permission to Enter**" form at the **Housing Authority**, and keep it on file at the **Housing Authority**. Then, when the client calls in a **Work Order** they **DON'T** need to be present for the repairs.

E. **Completed Work Orders.** Following completion of a **Work Order**.

- (1) The Maintenance staff shall sign off on the **Work Order**, upon completion of the work, while at the dwelling unit.
- (2) If the client (or his / her designate) is home when the work is completed, they are encouraged to sign off on the **Work Order** as well.
- (3) The Maintenance staff assigned to the job shall report the number of hour's labor involved as well as the type and cost of **ALL** materials used.

51.5. **Billing.** When maintenance work is performed, and it is determined that the damage or repair requested was due to "*client*" neglect or "*client*" inflicted causes, the client shall be held accountable and billed for the labor / materials necessary to return the fixture / appliance / unit to its proper working order / condition.

51.6. **Homeownership - Mutual Help.** Mutual Help clients are responsible for the maintenance and upkeep of their homes. As such, they will generally **NOT** be affected by the **Housing Authority's Work Order** system. If, however, for some reason a waiver is granted (as discussed in Section **9** , Para **9.2.D.** of this document) and the **Housing Authority** maintenance staff are going to do the work, then the provisions of that section shall apply.

**DISTRIBUTION:**     *Housing Authority Staff*  
                          *Tribal Administrator*  
                          *Housing Board of Commissioners*  
                          **HUD / ONAP**