



ABSENTEE SHAWNEE HOUSING
AUTHORITY

Version #: 13

Title: LR Eligibility, Admissions, Occupancy, & Payment Policy

Date Created: 09/28/2016
Date Approved: 09/28/2016 Resolution #2016-22

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Policy: Rental Eligibility Admissions, Occupancy, and Payment Policy

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SECTION 1 **GENERAL REQUIREMENTS**

- A. **Purpose.** This Low Rent Policy is designed to serve as:
1. A guide regarding participant eligibility, admission, selection and occupancy standards;
 2. A system to provide consistent, equitable and uniform treatment of clients and applicants; and
 3. A basis for decision-making by officers and employees of the Absentee Shawnee Housing Authority.
- B. **Compliance with Applicable Law.** This Low Rent Policy shall be implemented and may be conformed to comply with applicable provisions of the Native American Housing Assistance and Self-Determination Act of 1996, as amended (“NAHASDA”), the rules and regulations of the United States Department of Housing and Urban Development (“HUD”), and other applicable tribal, state and federal laws. This Policy shall not be construed or applied to prevent the Absentee Shawnee Housing Authority from complying with the terms and conditions of any federal grant or contract, including any rules or regulations applicable to HUD-assisted programs
- C. **Tribal Preference.** The Board of Commissioners (“Board”) of the Absentee Shawnee Housing Authority (“TDHE”) hereby enacts this Low Rent Program Operating Policy (“Policy”) in order to provide decent, safe, sanitary and affordable housing to income-eligible Native Americans living within its housing service area. Enrolled members of the Absentee Shawnee Tribe of Oklahoma (“Tribe”) will receive preferential consideration in the allocation of housing services and other resources under the Low Rent Program (“Program”) in compliance with the Tribe’s approved Indian Housing Plan and this Policy.
- D. **Sovereign Immunity.** The TDHE specifically retains all governmental immunities associated with its sovereign status. The TDHE subsidiaries, employees, officers and agents shall share in its sovereign immunity from suit. The TDHE does not waive its sovereign immunity in any respect, and this Policy shall not be construed as such waiver.
- E. **Notice.** All continuing and incoming program participants shall receive a copy of this Policy, and shall acknowledge receipt in writing. The TDHE shall keep a copy of this Policy at the lobby front desk of its headquarters and on its operating website.

SECTION 2 **ELIGIBILITY REQUIREMENTS**



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A. **Participant Eligibility Criteria.** The following criteria shall govern eligibility for Program participation.

1. The Applicant must qualify as a family (includes a family with or without children, an elderly family, a near-elderly family, a disabled family or a single person);
2. Subject to Section 3F of the policy, the Applicant must be a member of a federally-recognized Tribe in order to receive preference, with first preference extended to members of the Absentee Shawnee Tribe and second preference extended to members of other federally-recognized Tribes who are descendants by blood of the Absentee Shawnee Tribe;
3. The Applicant must be at least eighteen (18) years of age;
4. Subject to Section 3(B) of this Policy, the Applicant must qualify as a low-income family, whose income does not exceed eighty percent (80%) of median income limits of the area, as set by HUD, at the time of move-in. Income limits are adjusted for family size and updated on an annual basis. The HUD income guidelines, as same may change from time to time, hereby are adopted and incorporated by reference;
5. The program unit must be located within the Tribe's housing service area;
6. The applicant must meet minimum income guidelines at the time of move-in (minimum income guidelines are attached as Appendix "C" to this Policy and are incorporated herein by reference);
7. The applicant and/or spouse of the applicant must have income sufficient to meet the financial obligations of Program participation at the time of move-in;
8. The Applicant must be ready, willing and able to meet all obligations of participation in the Program, including but not limited to financial and maintenance obligations;
9. The Applicant must intend to use the program unit as his/her principal residence throughout the term of the lease; and
10. The applicant and/or spouse of the applicant must demonstrate a satisfactory record of prior rental history if applicable.

B. **Non Low-Income Applicants.** A family with an income of 80-100% of the median income range may receive housing assistance only in accordance with 24 CFR 1000.110 and with the prior approval of the Board. HUD approval is required if the TDHE



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plans to use more than 10 percent of its annual grant amount for such assistance or to provide housing for families with income over 100 percent of median income.

C. **Computation of Income.** The Applicant's annual income shall be determined by estimating anticipated total income from **all** sources received by any and all household members, either in their own names or on behalf of another household member. Income attributable to any and all household member(s), excluding children under the age of eighteen (18) years, shall be included in the total household income, provided that the following amounts may not be considered as income under this paragraph:

1. Any amounts not actually received by the family;
2. Any amounts that would be eligible for exclusion under section 1613(a)(7) of the Social Security Act; and
3. Any amounts received by any member of the family as disability compensation under chapter 11 of title 38, United States Code, or dependency and indemnity compensation under chapter 13 of such title.

D. Ineligible Applicants; Participant Exclusion Criteria.

1. Ownership or acquisition of an additional residence that is decent, safe, and sanitary before or during occupancy of a program unit shall disqualify an Applicant or Participant from the Program.
2. Previous Participants who owe a debt to the TDHE, Tribe or to any public or Indian Housing Authority will not be eligible for Program participation until the owed monies are paid in full as evidenced by appropriate documentation.
3. The TDHE, in its sole discretion, may withhold admission to the Program if it is determined during the application verification process that the Applicant and/or any adult household member(s):
 - a. Have been evicted from any public or Indian Housing Authority or private rental property
 - b. Have previously abandoned, relinquished and/or damaged a unit owned by this or another tribal housing program;



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- c. Owe a debt to the TDHE or Tribe for past-due rent or damages to a program unit;
- d. Owe debts incurred from prior occupancy of a unit at any other Housing Authority or private rental property;
- e. Have a history of conduct which would be detrimental to the Program or other residents; and/or
- f. Have been implicated in or convicted of, any crime related to drug use or distribution, child abuse, or domestic violence.
- g. At no times will any exceptions be made for a person who has been convicted of sexual related crimes.

Such Applicant(s) shall be referred to the Board pursuant to Sub-section 5, below.

- 4. In order to evaluate the detrimental effect an Applicant's conduct may have on the Program or other residents, the TDHE may conduct personal or telephonic interviews of reliable sources (including the Applicant during a home visit, current and previous landlords and employer(s) and research court records. The TDHE staff shall document the name and title of any source contacted and summarize the information received. The Applicant, by applying for Program participation, consents to the TDHE's investigation regarding his or her:
 - a. Past performance in meeting financial obligations, especially rent;
 - b. Compatibility with neighbors;
 - c. Treatment of leased property;
 - d. Living or housekeeping habits;
 - e. History of criminal activity; and/or
 - f. Other past conduct which may adversely affect the health, safety or welfare of other residents.
- 5. In the event that adverse background information is discovered during the verification process, the Board, in its sole discretion, shall determine whether the Applicant(s) is suitable for Program participation. The Board may consider factors which indicate a probability of favorable future conduct or financial prospects, such as: evidence of rehabilitation, evidence of willingness to participate in appropriate counseling service programs, and availability thereof, evidence of willingness to attempt to increase income and availability of training or employment programs in the locality.

- E. Selection of Applicants pursuant to this Policy is dependent upon the availability of



an appropriately-sized unit in accordance with Section 6, below.

SECTION 3

APPLICATION PROCEDURES

A. ***Application Requirements.*** The application is the basic record of each family applying for admission to the Program. Each Applicant is required to provide any and all information requested and to sign the application and related forms. All information and statements made by the Applicant are subject to verification. **Providing false statements renders the Applicant ineligible. Incomplete applications will not be accepted.**

B. ***Application Procedure***

1. Applications are accepted by the Intake Clerk. Each application shall reflect the date and time received. Copies may be provided to the Applicant upon request.
2. All adult household members must sign an authorization for release of information, which is required for third party verification.
3. In the event it is determined that an applicant has an immediate family tie to any TDHE employee, Board member or elected tribal official, the TDHE will publish a "Public Disclosure" in accordance with its Conflict of Interest Policy.
4. The application and all information relating to the family's eligibility shall be maintained in a file, along with all relevant correspondence. Files will be placed in one of three categories, as follows:
 - a. **"Eligible"** - Applicant has met initial eligibility requirements and has been placed on the waiting list for the program;
 - b. **"Ineligible"** - Applicant has not met initial eligibility requirements and/or has been determined to be ineligible for the program; or
 - c. **"Inactive"** - Applicant has not updated the application within thirty (30) days of notification and has been removed from the waiting list pursuant to Section 4(E), below.
5. If during the application intake and screening process it is determined that the applicant is ineligible for program participation, the applicant will be informed of such determination and the application classified as ineligible. In such instances, sufficient information and findings pertaining to the denial of services will be documented for the file. A letter will be mailed to the applicant within thirty (30) days of the date of denial. The notice shall



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specify the grounds for the denial of service and notify the Applicant of his/her right to appeal the decision pursuant to the Grievance Policy and Procedure of the TDHE.

6. All entries will be made in ink or typed. Corrections or changes will be made by striking through the original entry and entering the correct information. Such changes are to be dated and initialed by the person recording the change, with all changes and explanations noted in the record.

C. Verification and Documentation of Application Information. Verification and documentation of Application is submitted by each Applicant and shall be verified to ensure that the information is true and correct. Complete and accurate verification records will be maintained. Each Applicant shall provide the following documents and information to substantiate his or her Indian status, identity, income and other conditions of eligibility. Each Applicant shall provide:

1. The Absentee Shawnee tribal membership card and/or certificate of degree of Indian blood of the Applicant and all household members who possess such identification (if applicable);
2. Social Security numbers and dates of birth for all household members;
3. Statements or award letters from agencies documenting unearned income (including but not limited to Social Security, General Assistance, Retirement, Unemployment Benefits, Department of Human Services Assistance, Oil and Gas Royalty and Veterans benefits); and/or
4. Certified statements from self-employed persons or persons whose earnings are irregular, setting forth gross receipts, itemized expenses and net income.

D. Waiting List.

1. Waiting lists shall be maintained for the Low Rent Program. All eligible applicants shall be placed on the waiting list according to the selection preferences set forth in Section 5 of this Policy.
2. The waiting list shall be updated on a regular basis. Any Applicant wishing to be removed from the list must submit a written request; otherwise, no eligible applicant may be removed from the waiting list except for failure to update his or her application in accordance with Section 4(E) of the Policy, below.

E. Application Updates. Applicants shall update their applications and supporting documents and maintain current contact information on file on an annual basis. This is



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the responsibility of the Applicant and not the TDHE. Applicants who have not updated their applications within **thirty (30) days** of notification of the duty to update will be removed from the waiting list and will have to re-apply to be placed back on the waiting list. These Applicants will receive a new approval date.

- F. **Suspension of New Applications; Admission of Other Participants.** The TDHE reserves the right to close the waiting list and to suspend the intake of new applications when the need of selected participants exceeds available resources under the Program. The TDHE reserves the right to admit otherwise eligible, non-Native participants to the Program in the event that available resources exceed the need of eligible Native Americans under the Program.

SECTION 4

SELECTION OF PARTICIPANTS

Preference Categories and Point System. The Authority reserves the right to reconfigure the rank order when an Applicant's living environment presents an imminent health or safety risk. In all other cases, the Authority shall allocate Program assistance to the qualifying Applicant(s) receiving the highest number of points as outlined below.

1. **Indian Preference.** The Authority shall extend preference as follows, provided that an Applicant-household may not receive priority consideration under more than one category of tribal preference:
 - a. *First preference* shall be given where the applicant(s) is an enrolled member of the Absentee Shawnee Tribe (qualified applicant-households shall receive a total of 50 points priority consideration); and
 - b. *Second preference* shall be given where the applicant(s) is a member of another federally-recognized Tribe and is a descendant by blood of the Absentee Shawnee Tribe (qualified applicant-households shall receive a total of 25 points priority consideration).
 - c. *Third preference* shall be given to all other tribes (OT) with no descendant by blood of the Absentee Shawnee Tribe (qualified applicant-households shall receive a total of 20 points priority consideration).
2. **Other Preferences within Preference Groups.** Other preferences include, but shall not be limited to:
 - a. *Elderly and/or Disabled.* If there is at least one elderly and/or disabled member of the household, the household shall receive a total of twenty (20)



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points priority consideration. For purposes of this Policy, elderly means and refers to persons who are sixty-two (62) years of age or older. "Disabled" means and refers to any person who has a physical or developmental disability as defined in Section 223 of the Social Security Act (42 U.S.C. 423) or the Disabilities Assistance and Bill of Rights Act (42 U.S.C.6001(7)). Disability status must be verified by at least two acceptable sources, such as medical professionals, the Social Security Administration and/or the Veterans Affairs Administration;

- b. *Near-Elderly.* If there is at least one near-elderly member of the household, the household shall receive a total of ten (10) points priority consideration, provided that the household does not qualify for priority consideration based on elderly and/or disabled status. For purposes of this Policy, near-elderly means and refers to persons who are at least fifty-five (55) years of age;
- c. *Displaced.* Displaced households shall receive a total of fifteen (15) points priority consideration. This category includes only those households displaced by governmental action, or whose dwelling has been extensively damaged or destroyed by extreme weather, fire or other involuntary act. Persons displaced by reasons of misconduct or failure to meet financial obligations are specifically excluded from priority consideration under this category.
- d. *Veterans.* If at least one veteran lives in the household on a permanent basis, the household shall receive a maximum of five (5) points priority consideration; and

3. **Preference Among Applications With Same Ranking Score.** In the case of two or more Applicant-households having equal preference, the date and time the Application was received by the Authority shall determine which Applicant-household is selected.
4. **Informing Applicants about Preferences.** The Authority shall inform all Applicants of the preferences set forth in this section and shall give Applicants an opportunity to demonstrate that they qualify for such preferences.
5. **Notice and Opportunity for a Meeting if Preferences are Denied.** If an Applicant does not qualify for a claimed preference, the Authority shall notify the Applicant in writing. The notice shall briefly describe the reasons for the determination and notify the Applicant of his or her right to appeal the determination pursuant to the Authority's Grievance Policy

B. ***Notification of Selection to Applicant.*** The TDHE shall notify applicants who are selected for Program participation in writing. The notification shall include, at a minimum, the



following information:

1. A statement that the family has been documented as eligible for participation in the Low Rent Program;
2. If applicable, the time and place for training activities and execution of the Lease Agreement;
3. The address of the unit; and
4. Notification that the family has Three (3) days in which to respond to the notice, either by accepting or rejecting the unit offered. Failure to respond shall be regarded as a rejection of the offer.

C. **Rejection of Offer.** The TDHE offers units based on its selection preferences and the preferences of the Applicant (i.e., location, size of the unit, etc.). The Applicant may reject the offer of the TDHE, but after **three (3)** rejections, the Applicant will be placed at the bottom of the waiting list. Preference rank will still be exercised.

SECTION 5

OCCUPANCY; LEASE AGREEMENT

A. **Method of Determining Household Size.** Every household member regardless of age (except for unborn children) shall be included by name on the Application and counted as a person for purposes of applying the occupancy standards set forth in Section Six (6) of this Policy. **Any person occupying the home in excess of thirty (30) days in any one (1) year period shall be reported as a household member and made subject to all required verifications.**

B. **Occupancy Standards.** To avoid overcrowding and prevent waste of space, program units shall be assigned in accordance with the occupancy standards set forth below, except that such standards may be waived by the Executive Director when necessary to achieve and maintain full occupancy or to comply with the preference provisions set forth in Section four (4), above.

Bedroom Size	Total Household Members Minimum	Total Household Members Maximum
1	1	3
2	1	5
3	2	7
4	5	9

C. **Lease Agreement.** A lease agreement shall be executed by the Executive Director



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(or his/her designee) and the Participant. The form of Lease set forth at Appendix “A” of this Policy hereby is adopted and incorporated by reference.

D. **Commencement of Occupancy.** Selected Applicants must take possession of the assigned unit within thirty (30) days of the date of the response to the notice of availability or forfeit their eligibility to occupy that unit. Applicants who notify the TDHE within thirty (30) days of defaulting under this Section shall be returned to the waiting list without further penalty. Failure to execute the lease agreement, to secure utility service or to take occupancy of an assigned program unit may constitute grounds for termination of participation in the Program.

SECTION 6

COMPUTATION AND COLLECTION OF PAYMENTS

A. **Occupancy of Rental Unit** Prior to occupancy of the unit, the tenant must pay the security deposit for that dwelling size. Upon completion of the execution of the dwelling lease, and completion of the move-in inspection, the tenant can then be provided with keys and access to the unit

Bedroom Size	Security Deposit
1 -2	\$175.00
3-4	\$200.00
Elderly (55 +)	\$125.00
Pet Deposit for	Elderly/Disabled only
All units	\$75.00

B. **Base Rent.** Rent payments shall be computed at 22% of the tenants monthly adjusted income, and will not exceed 30% of the adjusted monthly income according to NAHASDA Regulations. Allowances for adjustments are defined in the Definitions Section of this policy.

C. **Ceiling Rent.** The Board has established ceiling rents which apply to all rental units with the exception of those occupied by enrolled Absentee Shawnee Tribal members and elderly/disabled families. Ceiling Rents have been established for enrolled Absentee Shawnee Tribal Members as well as ceiling rents for near elder, elderly or disabled tenants, in accordance with NAHASDA Regulations. **(See Appendix II for Ceiling Rents)**

D. **Payment of Rent.** All monthly payments are due on or before the first day of the month. The payment is delinquent if not received in the TDHE office by close of business on the fifth working day of the month. Late charges in the amount of \$15.00 will be added beginning the 6th working day of the month. “Insufficient Funds” will not be resubmitted for payment. A \$25.00 fee will be imposed for the returned check, and the TDHE will not accept any personal checks on the account for a period of six (6) months. In the event of two returned check for insufficient funds, checks will no longer be accepted. Mailed



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payments must be received prior to close of business on the fifth working day regardless of envelope being post marked on the fifth business day. Required monthly payments will be accepted between the hours of 8:00 am and 4:30 pm (including the noon hour), Monday through Friday.

Payments will be accepted at the TDHE office located at:

Absentee Shawnee Housing Authority
107 North Kimberly
Shawnee, Oklahoma 74801

Payments are to be in the form of check, automatic draft, Visa, MasterCard, Discover, cashier's check or money order when made in person at the office. The Housing Authority has a drop box to accept payments after hours located south of the office building. Payments left in the drop box are to be in the form of check, cashier's check or money order.

E. *Acceptable Payment Arrangements Prior to Delinquency.*

1. *Delayed Payment.* The Executive Director, in his or her sole discretion, may approve an arrangement for delayed payment prior to delinquency under circumstances including, but not limited to:

- a. Unusual and unexpected family expenses, such as a death in the family or extraordinary medical expenses not covered by insurance. **This does not include changes in normal living expenses, such as grocery bills, utility bills, store bills, etc.;**
- b. Extraordinary expenses incurred as a consequence of natural disaster or otherwise uncontrollable circumstances; and/or

c. Sudden loss of income.

2. *Partial Payment.* A partial payment may be accepted at the time it is due, provided that the balance is paid in full by the end of that same month. A \$15.00 late fee will still be assessed after the 5th business day.

3. *Self-Help Opportunity.* A Participant experiencing difficulty making rental payments as scheduled may request to attend budget counseling with the Housing Authority's Resident Counselor.

F. *Payment Arrangements Subsequent to Delinquency.* Payback Agreements following delinquency are discouraged and shall be submitted in writing to the TDHE. The TDHE may, but is not required to, authorize a Payback Agreement upon a showing of one or more of the circumstances set forth in Section 7(E)(1), above. Participants owing balances incurred prior



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to the effective date of this Policy (for which no Payback Agreement exists) may be given the opportunity to make arrangements for a Payback Agreement with the TDHE within a thirty (30) day period, beginning the first (1st) day of the month following the effective date of this Policy. Participant(s) who fail to execute a written agreement within the allotted time period or to petition the TDHE for relief as set forth above shall be sent a Final Notice for the amount of any unpaid back rent. **Installment payments on Pay-back Agreements are subject to the collection procedures set forth in Section 7(D), above, and the Termination Procedures set forth in Section 15(D), below.**

SECTION 7

RULES AND CONDITIONS OF CONTINUED OCCUPANCY

A. **Participant Code of Conduct.** All Participants, household members and guests must comply with a code of conduct by abiding by all rules and regulations affecting the use or occupancy of the premises and all policies of the TDHE and laws of the Tribe, including but not limited to:

1. **Principal Residency Requirement.** Program participants are required to use the program unit as their principal place of residence. A unit which has been unoccupied for a period of **thirty (30) days** or more may be determined to be abandoned and in breach of the lease agreement.
2. **Maintenance/Repairs.** The TDHE shall provide all maintenance and basic upkeep of the program unit, keeping it in an acceptable condition at all times. Participants are responsible for the cost and completion of any repairs caused by the Participants or their guest(s). Participants shall report any maintenance needs and/or problems with items that may be covered under manufacturer's warranties (including but not limited to appliances, roofs and HVAC systems) to the TDHE, so that arrangements for repair or replacement of these items may be arranged. Participants who fail to report such problems to the TDHE within the warranty period or who undertake repairs of covered items may void the manufacturer's warranty and shall be responsible for repairing or replacing such items at their own expense.
3. **Utilities.** The Participant(s) shall activate and pay any required deposits for utility services (including, but not limited to, water, gas and electricity) in the Participant's name prior to occupancy. Documentation of such services shall be provided to the TDHE at the time the lease is executed. Disconnection of utility services to the unit for a period in excess of ten (10) days constitutes grounds for termination of participation in the Program.



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4. *Zero Income.* Participants must have income sufficient to meet any and all financial obligations of the program at all times, and cannot lose income for a period of more than sixty (60) consecutive days. If income loss is reported by a participant more than once in a 12 month period, this constitutes grounds for termination of participation in the Program.
5. *Rental Assistance for First Time Renters*
The Board of Commissioners of the Absentee Shawnee Housing Authority passed resolution 2008-28 which allows the TDHE to provide rental assistance to first time participants. Only new admissions will have the first month rent waived.

B. *Conduct Prohibited.* All Participant(s), household members and guests shall **not**:

1. Disturb the peace of the community or disturb or harass other Program participants;
2. Engage in domestic violence;
3. Appear drunk or intoxicated in public or common areas within the community;
4. Possess, consume or distribute illegal drugs, drug paraphernalia or any other controlled substances;
5. Improper or illegal use of firearms, pellet or BB guns, or other dangerous or deadly instruments.
6. Destroy, deface, disturb or interfere with the use of any structure, unit, building, or other property (real or personal) of the TDHE, the Tribe or other Program Participant.

C. *Use Restrictions.* All Participants, household members and guests must abide by the following restrictions on property use.

1. *Public Nuisances.* Participants shall keep the premises in a clean and sanitary condition and shall not create or permit any unsightly conditions or offensive activity. Unlicensed, inoperable (this includes a flat tire) and/or wrecked vehicles or household appliances on the premises or common areas are specifically prohibited. The TDHE may monitor the condition of the unit through periodic inspections and drive-bys. A car must have a valid license plate or it will be considered a junk car and the Participant will be required to remove it from the property. The TDHE and/or the Tribe, in its



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sole discretion, may define and summarily abate any condition constituting a nuisance at the Participant's expense.

2. *Temporary Structures.* No structure of a temporary character (including but not limited to trailers, tents, shacks, garages or barns) may be used at any time as a residence, either temporarily or permanently. Additionally, no portable or prefabricated building or dog pen shall be located upon any lot without the prior, written permission of the TDHE.
3. *Animals.* PETS ARE NOT PERMITTED in the Low Rent Program. Participants who are elderly or disabled may qualify for a pet upon review and approval by the Executive Director through the pet application process.
4. *Garbage.* No Participant may burn or permit the burning of garbage or other refuse, nor accumulate or permit the unsightly accumulation outdoors of such refuse or garbage.
5. *Yard Maintenance; Improvements.* No fence, wall, garden, pond or other modification may be erected without the prior, written permission of the TDHE. Participant(s) must maintain any enhancements or modifications approved pursuant to this section at their own expense.
6. *Common Areas; Roads.* Participant(s), household members and/or guests shall not evade speed bumps, drive through or park vehicles in yards or otherwise operate their motor vehicles in an unsafe manner. All-terrain vehicles and "four-wheelers" may not be operated on yards, roads or common areas. Tampering with manhole covers, street lamps and/or security cameras/lights is specifically prohibited.

D. **Inspections.** The TDHE shall conduct a complete interior and exterior examination of each unit/home and premises for the following situations:

1. *Initial Move-in Inspection.* At the time of initial occupancy, a move-in inspection shall be conducted by a TDHE Representative and the Participant. The Participant may have a representative of his/her choice present at the initial inspection. At the conclusion of the initial inspection, the Participant shall sign an inspection report detailing any deficiencies in the unit.
2. *First year of Occupancy Inspections.* During the first 12 months of occupancy, a new participant may be required quarterly inspections to allow the TDHE to monitor maintenance and warranty of the home during the first year of occupancy. Depending on the rating of the first quarter inspection performed, the TDHE will determine whether a participant requires further inspections prior to the annual inspection.



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3. *Annual Inspection.* The TDHE shall conduct an annual inspection, which will include the interior, exterior and adjacent grounds of the unit. The Participant shall be provided with written notification of the scheduled inspection at least **ten (10) days prior** to the date of the inspection. Inspections must be conducted with an adult who is over the age of 18. The Participant shall sign and receive a copy of the inspection report. The Participant may change a scheduled inspection by notifying the TDHE at least twenty-four (24) hours in advance; however, if the Participant cancels a scheduled inspection more than one time, the Participant shall receive a notice of non-compliance in accordance with Section 15(E) of this Policy.
4. *Opportunity to Cure Deficiencies.* If the inspection reveals any deficiencies in the condition of the unit, the Participant shall be notified of what deficiencies need to be corrected and given a minimum of thirty (30) days, but may not exceed ninety (90) days to cure the deficiency; with that a follow-up inspection shall be scheduled.
5. *Follow-up Inspection.* The TDHE shall conduct a follow-up inspection to determine if the deficiencies identified in a previous inspection have been corrected. The Participant shall be notified, by regular mail, and given the opportunity to be present at the inspection. If the Participant has not corrected the deficiencies, the lease agreement may be terminated in accordance with this Policy, or the TDHE may perform the necessary work and charge the Participant for the repair of any damages caused by the Participants or his/her guest(s).
6. *Rating System.* The TDHE uses a “rating” system for the conduct of inspections. If a Dwelling Unit fails the initial inspection the TDHE will send out a Notice of Termination and will conduct a follow up inspection within thirty (30) days of the initial inspection. If the follow up inspection fails the TDHE shall immediately commence eviction procedures in accordance with Section 10 (E) of the policy.
7. *Move-out Inspections.* Upon termination of participation in the program, a move-out inspection will be conducted. The Participant may have a representative of his/her choice present at the move-out inspection. At the conclusion of the inspection, the Participant shall sign an inspection report detailing any deficiencies in the unit. Participants who fail to attend the move-out inspection (either in person or through a representative) waive their right to object to any deficiencies noted in the report and/or any charges assessed by the TDHE.
8. *Other Inspections; Emergencies.* The TDHE may inspect the unit at any other time for any reasonable purpose. The TDHE shall provide the Participant(s) with prior notice of the inspection when possible under the circumstances and shall use its best efforts to minimize any disruption or



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inconvenience to the Participant(s). The TDHE may enter the unit at any time without notice to the Participant in the event of an emergency, including but not limited to participant health or safety concerns, or imminent damage or destruction of the unit. The TDHE shall notify the Participants as soon as possible subsequent to the conduct of such emergency inspection.

F. **Counseling/Continuing Education.** Participants may be required to participate in ongoing educational programs regarding maintenance obligations, financial responsibility and other aspects of Program participation or preparation for homeownership. Attendance is mandatory for all counseling sessions scheduled by the TDHE and participation in such programs is a condition of continued occupancy.

G. **Insurance.** The TDHE shall provide required insurance on the unit structure, including fire and extended coverage. The Participant shall report all damages to the unit in a timely manner for claims processing. The TDHE's insurance coverage does not include damages to the Participant's personal property and/or the contents of the unit. The Participant may obtain insurance for personal property/contents at his or her own expense.

SECTION 8

RECERTIFICATION OF PARTICIPANT STATUS

A. **Procedures.** For the purpose of determining the Participant's Payment, the TDHE shall examine the Participant household's earnings and other income prior to initial occupancy and shall reexamine such income at least once a year thereafter.

1. **Recertification Schedule.** The Participant's "recertification schedule" shall coincide with his/her date of initial occupancy. The re-examination process shall commence at least three (3) months prior to the effective date of recertification to allow sufficient time for Housing Authority staff to verify all information provided by the Participant(s). The Participant will be notified of the need to re-certify and set a date/time for the re-certification. Monthly payments shall not be adjusted between dates of annual re-examination except as provided in Section B, below.
2. **Personal Declaration.** The Participants shall be required to complete and sign a personal declaration at the time of the recertification interview. All entries are to be made in ink only. Changes or corrections are to be initialed and dated by the person making such changes.
3. **Records Retention.** Data assembled at the time of recertification is to be filed in the folder set up for the Participants at the time of admission.



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B. *Interim Re-certification of Income and/or Household Status/Composition.* In addition to submitting such information as may be required at the time of annual re-certification, **Participant(s) have an affirmative duty to report immediately any changes in income or household composition to the TDHE.**

1. *Circumstances Requiring Immediate Re-certification.* Participant(s) are required to report immediately the occurrence of one or more of the following circumstances:
 - a. any changes in income;
 - b. the loss of any household member through death, divorce or other circumstance; and/or
 - c. the addition of a household member by marriage, birth or other circumstance.
2. Any Participant who reports a change in family circumstances (such as a decrease in income or a change in family composition) shall be given an interim income determination and, upon verification, the monthly payment shall be adjusted.
3. Adjustments in monthly payments are to be made effective on the first day of the month following the income change, provided that no downward monthly payment adjustments are to be processed until the alleged changes in circumstance have been substantiated.

C. *Verification.* To ensure the accuracy of the data upon which determinations as to eligibility for continued occupancy and changes in required monthly payments are made (either by scheduled re-certification or an interim re-certification), the information submitted by the Participant household shall be verified. Verification procedures are the same as those described in Section 4(C) of this Policy.

D. *Interim Action following Recertification.* Within thirty (30) days of receiving the Interim Action and all required supporting documentation, the TDHE shall notify the family in writing of any changes to be made to the Participant's payment or any compliance issues or concerns.

E. *Failure to Comply with Annual Recertification.* If the Participant fails to respond to the letter requesting re-certification information, a written notice, by certified mail with return receipt requested, will be mailed with a deadline for submission of information. If the Participant fails to provide the information requested by the due date, it shall be deemed a violation of this Policy, which may result in termination. In addition, Participant(s) who fail to report upward changes in income may be liable for additional amounts due to the TDHE. Participant(s) who fail to report downward changes in income shall not be entitled to any retroactive adjustment of rent.



SECTION 9

TRANSFERS

A. ***Involuntary Transfers.*** The TDHE may require a Participant to transfer to another unit in order to allow for substantial rehabilitation of the unit being vacated or to correct overcrowded, unsafe or unsanitary living conditions. The Participant, as a condition of participation in the Program, consents to any such involuntary transfer.

B. ***Voluntary Transfers.*** Transfers between units in the Low Rent Program are discouraged and will only be allowed on a case by case basis per review by the Executive Director. Prior to a transfer request a participant cannot have any non-compliance issues for past 6 months including payments, inspections, etc.

C. ***Limitations.*** All transfers are subject to the availability of units.

SECTION 10

TERMINATION OF OCCUPANCY

A. ***Termination by the Participant.*** The Participant may terminate the Agreement, provided that thirty (30) days written notice is given in writing to the TDHE. The TDHE does not waive any claim to additional payments due for accrued rent and/or damages to the unit by accepting such notice.

B. ***Procedures Upon Termination of Occupancy.*** Participant(s) shall provide the TDHE at least thirty (30) days written notice prior to moving out of their assigned unit, unless such notice requirement is waived in writing by the TDHE. A move-out inspection shall be conducted upon termination of occupancy. Participant(s) who move out of their assigned unit without conveying proper notice to the TDHE will be considered to have abandoned the premises and may be responsible for damages sustained by the unit while vacant and/or any legal fees or costs incurred by the TDHE to regain possession of the unit.

C. ***Grounds.*** Participant(s) may be subject to termination of occupancy and Program participation for reasons including, but not limited to, the following:

1. Non-payment of rent or installment payments pursuant to a Pay-back Agreement;
2. The acquisition or occupancy of another home or failure to continue to use the program unit as the family's principal residence;



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3. Failure to comply with income reexamination requirements;
4. Misrepresentation of income, household composition or other material fact(s), regardless of whether the Participant is or is not eligible to participate at the time the misrepresentation is discovered; and/or
5. Other material violation of any term or provision of this Policy or other tribal, state, or federal law or regulation.

D. **Termination for non-payment.** Program Participants who fail to pay their monthly payment, to pay any installment payment due pursuant to an approved Pay-back Agreement, or to enter into acceptable alternative arrangements shall be subject to termination of participation in the Program, as follows:

- a. Any Rental Tenant past due after the 5th working day of the month will be sent a Notice of Termination stating a late charge has been incurred and payment is due immediately.
- b. If the rent payment has been received after the grace period of five working days, but did not include the late payment, the late charge will be due by the next payment due date. If the tenant only owes for one late charge, no further action will be taken on the tenant for that month. However, should the tenant constantly pay late and has incurred more than one late charge, a Notice of Termination will be issued.
- c. The Notice of Termination of their lease agreement is to be effective fourteen (14) days from the date of the Notice.
- d. If payment is not received by the end of the 14 days a 5/10 Day Pay or Vacate Notice will be issued. (If the 5/10 Day notice is hand delivered the resident has 5 days to pay in full. If the 5/10 Day notice is posted at the residence the resident has 10 days to pay in full.) If payment in full is received the account is remedied.
- e. If payment is not received past due amounts will be submitted to the Court for collection and possession of the premises.

E. **Termination for reasons other than non-payment of rent.** In the event of non-compliance with any of the provisions set forth in this Policy, other than for non-payment of rent, the TDHE may terminate the Participant's participation in the Program, according to the following action steps:

1. The TDHE shall send a letter stating that the household is not in compliance with a specific provision of the Policy, describing the satisfactory means of resolving the violation and providing that such violation must be cured within thirty (30) calendar days of the date of the notice.
2. If the Participant(s) do not cure the violation within the timeframe specified, the TDHE shall issue a Notice to Terminate the Lease, and commence eviction procedures in accordance with Section D(4), above.



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3. Participant(s) whose conduct presents an imminent threat to the health, safety and/or welfare of the community and Participants who fail a second inspection under Section 8(D)(6) of this Policy shall not be entitled to the due process standards set forth in this section.
4. Delinquent Account Extensions: No extensions shall be granted unless authorized by the Executive Director. Extensions, if granted, will be based upon participants/tenants' past payment history.
5. Counseling: Counseling is mandatory for residents that have received two 5/10 Day pay or vacate notices within six month time period. The Absentee Shawnee Housing Authority will refer tenants and participants to an in-house counselor/training specialist. If the resident fails to attend the counseling as requested they will be in non-compliance. Upon completing the mandatory counseling sessions if deemed necessary the resident will sign a binding agreement and be placed on a 6 to 12 month probation period to monitor payments. Failure to comply with the binding agreement the Absentee Shawnee Housing Authority will proceed with eviction.

F. **Enforcement Subsequent to Court Action.** The following provisions apply to the collection of any court-ordered payments due to the TDHE:

1. Repayment of delinquent amounts subsequent to a court order shall be in full unless otherwise authorized by the Executive Director.
2. Should written arrangements be made and the provisions thereof breached, the account may be referred to an attorney without further notice or action on the part of the TDHE.

G. **Additional Payments Due to the TDHE.** Additional charges to the Participant may include, but are not limited to:

1. Charges for extraordinary maintenance and other services;
2. Repayments of past due accounts;
3. Attorney's fees and court costs; and/or
4. Other charges specified under any applicable tribal, state, or federal law or regulation.

H. **Abandonment.** In the event that a program unit is abandoned, the TDHE shall post a notice of abandonment prominently on the door of the unit. If the Participant does not contact the TDHE within ten (10) days of the date of the notice, the TDHE may assume possession of the program unit without further notice or court proceedings. The TDHE will absorb all security deposit paid by the tenant in the event of abandonment, due to loss of rent, utility costs, and other losses accumulated. The TDHE does not waive any claim for past rent, damages or other amounts that may be due to the TDHE by assuming possession of the premises.

SECTION 11



MISCELLANEOUS PROVISIONS

B. **Confidentiality.** Pursuant to Part 256 of 25 CFR, all information obtained by the TDHE in order to establish suitability for program participation shall be kept strictly confidential. Additional disclosures of the information may occur during program reviews or audits, investigations by authorized law enforcement personnel or as necessary to comply with any reporting requirements of the Tribe or its funding agencies.

C. **Limitation of Liability; Indemnification.** The TDHE and/or the Tribe shall not be liable to the Participant or any of the Participant's household members, visitors or patrons for any damage to person or property caused by any action, omission or negligence of the Participant or any other Participant of the Program. Further, the Participant(s) agree to hold the TDHE and the Tribe harmless from any claim, obligation, liability, loss, damage or expense, including without limitation attorney's fees and court costs, arising from any condition or natural feature -- known or unknown -- affecting the premises.

D. **Disposition of Personal Property.** In the event of abandonment or termination of Program participation, the TDHE may remove and dispose of any personal property left remaining in the program unit for a period of fifteen (15) days following the date of abandonment and/or termination.

E. **Appeals.** Participants may appeal a denial of service or any other qualifying decision or action relating to implementation of this Policy pursuant to the Grievance Policy and Procedure of the TDHE.



**APPENDIX A
DWELLING LEASE
("LEASE AGREEMENT")**

The Absentee Shawnee Tribe of Oklahoma ("Tribe"), a federally recognized Indian tribe, receives federal housing assistance pursuant to the Native American Housing Assistance and Self-Determination Act of 1996, 25 U.S.C. 4101 et seq., to provide affordable housing within its Indian Country. The Tribe has authorized the Absentee Shawnee Housing Authority ("TDHE") to provide affordable housing through the Low Rent Program ("Program").

The Low Rent Program Operating Policy ("Policy") and any other policy, agreement or procedure governing the Program, as adopted and amended from time to time by the Board of Commissioners of the TDHE, are hereby incorporated by reference. Execution of this Agreement is deemed consent to amend it to conform to any provision of NAHASDA and the TDHE's rules, regulations and policies. The Lease Agreement supersedes and replaces any existing lease agreement or contract between the Participant(s) and the TDHE.

This Lease Agreement is executed in accordance with the above-referenced substantive laws, policies and procedures governing the Low Rent Program and is not a separately enforceable legal document.

The undersigned Participant(s) hereby acknowledge that any violation of the TDHE's rules, regulations or policies may constitute grounds for termination of participation in the Program. **The undersigned Participant(s) hereby accept liability for any damages to the unit, unpaid rental fees, attorney's fees and court costs, and collection fees arising from enforcement of this Policy or termination of participation in the Program.** The undersigned Participant(s) consent to the jurisdiction of The District Court of the County where the program unit is located, the District Court of the Tribe and/or such other tribal court as may hereinafter be established and shall be considered courts of competent jurisdiction.

Premises to Be Leased:

PROJECT # _____ UNIT # _____

Street Address of Property:

STREET CITY STATE ZIP CODE



Persons Authorized to Occupy Said Premises:

Name	Age	Relationship to Lessee(s)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

ABSENTEE SHAWNEE
HOUSING AUTHORITY

PARTICIPANT(S)

Type Name Here
ASHA Representative

Type Name Here
Participant Signature

Sherry Drywater
Executive Director

Type Name Here
Co-Lessee's Signature (If Applicable)

Executed this _____ day of _____.



“Exhibit II”

Housing Authority of the Absentee Shawnee Tribe of Indians of Oklahoma

Low Rent Program
Ceiling Rents

Low Rent

Bed Size	Ceiling Rent
1 bedroom	\$216.00
2 bedroom	\$281.00
3 bedroom	\$390.00
4 bedroom	\$436.00

Absentee Shawnee Tribal Members

Bed Size	Ceiling Rent
1 bedroom	\$125.00
2 bedroom	\$150.00
3 bedroom	\$175.00
4 bedroom	\$200.00

Near Elder, Elderly or Disabled

Bed Size	Ceiling Rent
1 bedroom	\$135.00
2 bedroom	\$160.00
3 bedroom	\$185.00
4 bedroom	\$210.00