

# LEASE TO OWN PROGRAM POLICY

<b>Date Created:</b> 12/16/2020
<b>Date Approved:</b> 12/16/2020 <b>Resolution:</b> 2020-18



**Printed copies are for reference only. Please refer to the electronic copy for the latest version.**

**Purpose:** The Housing Authority of the Absentee Shawnee Tribe of Oklahoma is aware that not all members of the Absentee Shawnee Tribe or other members of a Federally Recognized Tribe may qualify for a home loan program offered by private lenders. To overcome this obstacle for individuals or families in need of affordable housing, the Lease to Own Program has been developed. The Lease to Own Program has been designed to assist individuals or families that are truly committed to owning a home and meeting homeownership responsibilities. This program may be used for the purchase, acquisition, new construction, or modernization of existing homes owned by the Absentee Shawnee Housing Authority.

## Table of Contents

**Section 1 General Requirements**

**Section 2 Restrictions**

**Section 3 Eligibility Requirements**

**Section 4 Application Procedures**

**Section 5 Selection of Participants**

**Section 6 Occupancy; Lease Agreement**

**Section 7 Computation and Collection of Payments**

**Section 8 Rules and Conditions of Continued Occupancy**

**Section 9 Emergency Repair and Rehabilitation**

**Section 10 Recertification and Participant Status**

**Section 11 Transfers**

**Section 12 Sub leasing**

**Section 13 Conveyance**

**Section 14 Successorship**

**Section 15 Termination of Occupancy**

**Section 16 Miscellaneous Provisions**

## LEASE TO OWN PROGRAM POLICY

### **SECTION 1** **GENERAL REQUIREMENTS**

- A. **Purpose.** This Lease to Own 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 Lease to Own 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 Lease to Own 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 Lease to Own 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.

## LEASE TO OWN PROGRAM POLICY

### **SECTION 2** **RESTRICTIONS**

A. **Participant Status.** Program Participants are considered Lessees and do not acquire any legal or equitable interests in the property that is the subject of the Lease Agreement (“program unit”) or other attributes of homeownership until the debt owed to the TDHE is paid in full and the option to purchase is exercised. This Policy and any Lease Agreement executed pursuant thereto shall not be construed as a land contract, contract for deed or constructive mortgage.

B. **Unit Disposition Upon Death.** In the event of death, succession is subject to Section 14 of this Policy, the TDHE shall have the right and discretion to transfer or reassign program units in the best interests of the Program and the Tribe.

C. **Remedies of the TDHE.** In the event that any Participant fails to comply with any provision of this Policy, the TDHE may terminate his or her participation in the Program pursuant to the provisions of Section 15 of this Policy and applicable laws governing landlord/tenant relationships.

### **SECTION 3** **ELIGIBILITY REQUIREMENTS**

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

1. The Applicant must be a member of a federally-recognized Tribe, 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;
2. The Applicant must be at least eighteen (18) years of age;
3. 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;
4. The program unit must be located within the Tribe’s housing service area;
5. 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);

## LEASE TO OWN PROGRAM POLICY

6. 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;
7. 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;
8. The Applicant must intend to use the program unit as his/her principal residence throughout the term of the lease; and
9. The applicant and/or spouse of the applicant must demonstrate a satisfactory record of prior rental history and be currently renting for a period of twelve (12) months.

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 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 or homeowners who owe a debt to the TDHE, Tribe or to any public or Indian Housing Authority will not be eligible for

## LEASE TO OWN PROGRAM POLICY

Program participation until the owed monies are paid in full as evidenced by appropriate documentation. In order for a previous Participant to be reconsidered for readmission to the program, such former participant must wait a period of five (5) year from the date of termination of participation to re-apply for assistance under the program.

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;
  - 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. Is a sex offender, housing provided to such person is prohibited.

Such Applicant(s) shall be referred to the Board pursuant to Sub-section 5, below, provided that the TDHE and Board shall have no discretion to waive the prohibition against sex offenders set for in sub-section (g), above.

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

## LEASE TO OWN PROGRAM POLICY

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 4

#### 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

## LEASE TO OWN PROGRAM POLICY

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 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;
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 Lease to Own Program. All eligible applicants shall be placed on the waiting list according to the selection preferences set forth in Section 5 of this Policy.

## LEASE TO OWN PROGRAM 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 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.

## SECTION 5

### **SELECTION OF PARTICIPANTS**

- A. **Preference.** First preference selection for the Lease to Own Program shall be extended to duly-enrolled members of the Absentee Shawnee Tribe and second preference shall be extended to duly-enrolled members of other federally-recognized Tribes who are descendants by blood of the Absentee Shawnee Tribe. The TDHE will generate separate waiting lists based on the size of the units being offered and the locations of the projects being developed. In the case of two or more Applicant-households having equal preference, the date and time the completed Application was received by the TDHE shall determine which Applicant-household is selected.
- 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 Lease to Own 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.



**LEASE TO OWN PROGRAM POLICY**

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.).

**SECTION 6**

**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 five (5), above.

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
3	1	7
4	5	9

C. **Lease Agreement.** A lease agreement shall be executed by the Executive Director (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. In the case of subsequent participants or successors, a lease agreement must be executed prior to occupancy of the home. The Participant shall receive a copy of the original lease agreement, and the original shall be retained by the TDHE.

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 7**

**COMPUTATION AND COLLECTION OF PAYMENTS**

A. **Base Rent.** The monthly base payment of the Participant shall equal fifteen percent (15%) of the Participant household’s adjusted gross income, provided that the lease payment shall not exceed the ceiling payment established in Section 7(B), below, under any circumstances.

B. **Maximum Payments.** A household’s Monthly Payment shall not exceed the following amounts:

## LEASE TO OWN PROGRAM POLICY

Number of Bedrooms	Payment Ceiling
3	\$485.00
4	\$515.00

C. **Utility Allowances.** Participants admitted to the Lease-Purchase Program on or after **January 1, 2015**, shall not receive a utility allowance. For continuing Participants admitted prior to **January 1, 2015**, the TDHE shall adjust the Participant's income for anticipated utility use pursuant to the following schedule:

3 BR Unit	\$105.00
4 BR Unit	\$114.00

Subject to the limitations set forth in Sections 7(A) and 7(B) above, the utility allowance shall not reduce a Participant's monthly base rent payment to an amount less than \$100.00.

D. **Determination of Purchase Price.** The purchase price of the unit shall be established in accordance with the following terms and provisions:

1. **Initial Purchase Price.** The initial purchase price shall be an amount equal to the total development cost of the unit plus a five percent (5%) interest rate. The TDHE shall determine the initial purchase price prior to execution of the lease agreement and shall issue a purchase price/amortization schedule to the Participant within thirty (30) days of move-in. The Participant also shall receive statements at least annually, detailing the payments made, balance owed, equity accrued and anticipated pay-off.
2. **Subsequent Participant Purchase Price.** The TDHE shall establish the purchase price for subsequent participants prior to move-in. For subsequent participants who are successors, the remaining balance owed on the home shall be the purchase price. Subsequent participants shall be issued a purchase price/amortization schedule and periodic statements of account.

E. **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 6<sup>th</sup> 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 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.

## LEASE TO OWN PROGRAM POLICY

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.

### F. **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 5<sup>th</sup> 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. The TDHE shall require any participant who has continuous compliance issues to sign an addendum to their lease agreement as a condition of continued participation in the Program.

G. **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(F)(1), above. Participants owing balances incurred prior 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**

## LEASE TO OWN PROGRAM POLICY

procedures set forth in Section 7(E), above, and the Termination Procedures set forth in Section 15(D), below.

### SECTION 8

#### RULES AND CONDITIONS OF CONTINUED OCCUPANCY

A. **Participant Code of Conduct.** All Participants, household members and guests shall abide 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 Participants 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. A list/packet of the applicable warranties for a particular unit may be provided to the Participant upon request.
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.
4. **Zero Income.** Participants must have income sufficient to meet any and all financial obligations of the program at all times, and cannot incur a material loss of earned or unearned income for a period of more than sixty (60) consecutive days. If material income loss is reported by a participant more than once in a twelve (12) month period, this constitutes grounds for termination of participation in the Program. For purposes of this Section, "material" means that the loss of income is significant enough to cause the Participant's base monthly rent to equal less than \$100.00 per month.

## LEASE TO OWN PROGRAM POLICY

**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. Use firearms, pellet or BB guns, or other dangerous or deadly instruments in any improper or illegal manner and/or;
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. **Business use of Unit.** The Participant may request permission, in writing, to operate a small business. The business shall not disrupt the basic residential nature of the unit or require permanent structural changes.
2. **Structural Modifications.** The unit is the property of the TDHE, and all structural modifications and major improvements must be pre-approved by the TDHE in writing prior to actual construction. Any activities approved pursuant to this section must be paid for in full by the Participant and comply with any and all applicable construction/building codes. No liens or other encumbrances may be placed on the unit as a result of the work undertaken.
3. **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 sole discretion, may define and summarily abate any condition constituting a nuisance at the Participant's expense.

## LEASE TO OWN PROGRAM POLICY

4. 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.
5. Animals. No livestock, poultry, or reptile of any kind shall be kept on the premises or common areas. Household pets may be allowed with prior approval of the TDHE, provided that no more than two (2) pets over the age of two (2) months are allowed per household. Such pets shall be kept confined and not allowed to run at large. Any household pets over the age of two (2) months must be registered and inoculated at the Participant's expense, and copies of such documents may be requested by the TDHE. Household pets found by the TDHE, in its sole discretion, to disturb the peaceful enjoyment of the community or to constitute a nuisance must be removed. Rabid, diseased, underfed, abandoned and/or vicious animals shall be reported immediately to the TDHE and may be removed and/or destroyed by law enforcement authorities and/or any animal control service or officer employed for that purpose by the TDHE or the Tribe.
6. 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.
7. Yard Maintenance; Improvements. No fence, wall, garden, pond or other modification may be erected without the prior, written permission of the TDHE. Blueprints, cost estimates and any other relevant information shall be presented to the TDHE to aid in its determination. Participant(s) must maintain any enhancements or modifications approved pursuant to this section at their own expense.
8. 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 program unit 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.

## LEASE TO OWN PROGRAM POLICY

2. First year of Occupancy Inspections. During the initial twelve (12) months of occupancy, the TDHE may perform quarterly inspections in order to monitor maintenance and warranty of the home. 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.
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. The Participant shall correct the deficiencies within a period of at least thirty (30) days, but not to exceed ninety (90) days, from the date of the notice. The TDHE shall then conduct a follow-up inspection pursuant to Section 8(D)(5), below.
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 receives a rating of “poor,” the TDHE will conduct a follow-up inspection within thirty (30) days of the initial inspection. If the follow-up inspection results in a second rating of “poor,” the TDHE shall immediately commence eviction procedures in accordance with Section 15(E) of this 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

## LEASE TO OWN PROGRAM POLICY

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 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. If the Participant fails to attend the counseling as required, the TDHE may commence termination proceedings pursuant to Section 15 of this Policy. Upon completing the mandatory counseling sessions, the TDHE may require the Participant to enter into a binding agreement and/or impose a period of probation not to exceed a period of twelve (12) months in order to monitor payment, inspections or other condition(s) resulting in non-compliance. Failure to comply with the binding agreement or to fulfill all terms and conditions of probation may result in termination proceedings pursuant to Section 15 of this Policy.

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 9

### EMERGENCY REPAIR AND REHABILITATION

A. **General Provisions.** The Lease to Own Program is designed to facilitate homeownership. Therefore, the Participant is responsible for maintaining, repairing and improving the program unit at his/her own expense. The TDHE will not maintain a Monthly Equity Payment Account ("MEPA") for any Participant, and any such accounts previously maintained for any Participants hereby are terminated. However, in the event a unit is deemed necessary for repairs based on the TDHE's standards, the Participant may qualify for emergency home repair assistance.

B. **Eligibility.** In order to qualify for Emergency Repair Assistance, the Participant must supply a written request to the Executive Director for needed repairs or rehabilitation that exceeds five hundred dollars (\$500.00). The TDHE will perform a home inspection to determine



## LEASE TO OWN PROGRAM POLICY

what emergency assistance is needed. The Participant must be in compliance with all terms and conditions of Program Participation (including the timely payment of rent) within the past 12 months, and must meet the income guidelines set forth at Exhibit C of this Policy at the time the assistance is rendered. In order to be eligible for the assistance, the Participant must have sufficient income and payment history to determine the eligible amount of assistance. Participants with a monthly base rent in an amount less than \$100.00 will not be eligible for this assistance.

C. **Limitations.** The repairs shall be solely for the purpose of restoring the program unit to decent, safe and standard condition. Eligible improvements may involve the unit's heat/air system, roof, major plumbing and electrical repair. The TDHE cannot remodel, renovate or modernize homes under this section. Participants can utilize this assistance only once per two-year period; if a participant needs assistance more than the allotted, it shall be at the discretion of the Executive Director.

D. **Procedure.** Project assistance will be transferred to a qualified, licensed and insured contractor in accordance with the TDHE procurement policy. No moneys will be granted directly to the Participants. The TDHE is responsible for requesting bids by the contractor.

## SECTION 10

### RE-CERTIFICATION 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 two (2) months prior to the effective date of re-certification to allow sufficient time for TDHE 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.

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.**

## LEASE TO OWN PROGRAM POLICY

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. Any family composition that repeatedly occurs will be subject to a \$20.00 processing fee.
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. **Required Action following Recertification.** Within thirty (30) days of receiving the Personal Declaration 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 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 11

### TRANSFERS

## LEASE TO OWN PROGRAM POLICY

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.** The Lease to Own Program is designed to foster homeownership, and pride thereof, among all participants. Therefore, transfer of units is discouraged and will only be allowed on a case by case basis with the prior approval of the Board of Commissioners.

C. **Purchase Price Schedule.** All rights and obligations of Program participation shall be transferred to the new unit. The purchase price shall be the remaining balance owed on the home for which occupancy is assumed as of the effective date of the transfer.

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

## SECTION 12

### SUB-LEASING

A. **Approval Requirement; Duration.** The TDHE, in its sole discretion, may approve the sub-leasing of a program unit for a period of up to twelve (12) months. The TDHE may approve/disprove any sub-lease based on the admissions and occupancy requirements set forth in this Policy or for any other reason.

B. **Grounds.** In order to sub-lease the unit, the Participant(s) must demonstrate to the satisfaction of the TDHE that they are unable to continue to occupy the unit as their primary residence due to relocation for one or more the following reasons:

1. Employment;
2. Higher Education;
3. Medical treatment or illness; and/or
4. Military Duty

C. **Application for Sub-Lease.** The request to sub-lease the unit must be in writing and state the reason for the request and the expected duration of the sub-lease.

D. **Additional Requirements.** In order to sub-lease his/her assigned unit, the Participant must be current on his/her rent payments and compliant with all other conditions of Program participation set forth in this Policy.

E. **Form of Sub-Lease.** The sub-lease shall be in a form prescribed by the TDHE and shall be executed in triplicate original by a TDHE representative, the Participant(s) and the sub-lessee(s). Each party to the sub-lease shall receive a fully-executed copy of the agreement.

## LEASE TO OWN PROGRAM POLICY

F. **Sub-Lease Payment.** The sub-lease payment shall be equal to the payment ordinarily paid by the Participant, which may be based on the Participant household's adjusted income or original amortization ceiling payment established by the TDHE.

G. **Participant's Obligation.** The TDHE's approval of a sub-lease temporarily waives the Participant's obligation to reside in the home and to use it as a principal residence for a specified period. Sub-leasing does not waive or otherwise exempt the Participant(s) from any other requirements or obligations of this Policy or the Participant's lease agreement. Failure to comply with any term or provision of this Policy may result in termination of the sub-lease and/or termination of the Participant's lease in accordance with Section 15 of this Policy.

## SECTION 13

### CONVEYANCE

- A. **Purchase Option.** Participants in the Lease to Own Program will be given the opportunity to purchase their home in accordance with this Section and when all obligations of participation in the Lease to Own Program have been satisfied.
- B. **Conveyance Eligibility.** A unit shall be eligible for conveyance to the Participant(s), and the TDHE shall convey such unit, when the Participant(s) has [\(i\)](#) met all of the obligations of participation in the Lease to Own Program set forth in this Policy and (ii) the established purchase price of the unit has been paid or a period of twenty-five (25) years has elapsed since the Participant's initial occupancy of the unit. The unit shall be conveyed to the tribal member(s) who initially qualified for program participation based in part on such tribal membership, regardless of whether the lease agreement also was executed by a spouse or co-habitant.
- C. **Special Provision Regarding Elderly Participants.** The TDHE recognizes that elderly participants may be required to terminate their participation in the Program prior to expiration of the 25-year useful life period due to circumstances beyond their control. Therefore, the TDHE will assist elderly participants with the disposition of the Dwelling Unit to third parties on a case-by-case basis, subject to the following terms and conditions:
1. The Participant must be elderly. For purposes of this section, elderly means and refers to persons who are sixty-two (62) years of age or older;
  2. The Participant shall have lived in the Dwelling Unit for no less than five (5) years and retired at least thirty percent (30%) of the original total development cost of the Dwelling Unit before the request will be considered;
  3. The Participant's payment must be at least three hundred dollars (\$300.00) per month and have remained at that level for at least five (5) years prior to submission of the request;
  4. The request shall be made in writing and shall state the reason(s) for the request;

## LEASE TO OWN PROGRAM POLICY

5. Any Participant requesting assistance under this section must be current on payments and compliant with all applicable rules, regulations and/or policies of the TDHE;
6. The Dwelling Unit must be in decent condition and satisfy all maintenance and inspection standards of the TDHE. All necessary improvements shall be performed by the Participant;
7. The TDHE will not assist the Participant for a period longer than six (6) months. If the Dwelling Unit is not conveyed within the six (6) month period, the TDHE will counsel the Participant regarding other options for disposition of the Dwelling Unit, including assignment back to the TDHE;
8. The TDHE shall have complete discretion regarding the selection of the parties performing brokerage and settlement services and the overall conduct of the real estate transaction. The TDHE shall have complete discretion to disapprove any proposed transaction that would not be in the best interests of the TDHE; and
9. The Participant must agree that the proceeds of sale will be disbursed to the TDHE (to discharge the remaining pay-off balance), the closing or title agent, the taxing bodies and other entities performing settlement services prior to disbursement to the Participant. The TDHE shall not complete the sale under a circumstance where the remaining balance owed to the TDHE would not be paid in full. The Participant must execute an appropriate release of liability in a form prescribed by the TDHE.

D. **Conveyance Procedure.** Thirty (30) days prior to the conveyance date, the TDHE shall provide the Participant(s) with written notice of the anticipated payoff by regular mail. The notice shall include, at a minimum: (i) a statement of the balance owed, (ii) the approximate date of payoff, and (iii) an estimate of all required charges, fees and costs to be paid by the Participant(s) at the time of settlement. The TDHE representative shall prepare all of the necessary documents and perform all required actions to enable the home to be conveyed. The TDHE shall verify all financial accounts and documents to ensure accuracy. Once the Participant has paid off the balance of the home and other necessary settlement costs, notification shall be made to the Participant of the closing date. At the closing, the Participant and a duly-authorized representative of the TDHE shall execute all of the required documents and legal instruments necessary to effectuate the conveyance of title to the unit. The Participant shall receive a copy of the settlement statement detailing all charges and a copy of the QuitClaim Deed or other instrument of conveyance. The TDHE may, but is not required to, provide an abstract of the Dwelling Unit at the time of conveyance

E. **Limitations.** The timelines and procedures set forth in this Section may vary for the conveyance of homes with special land status considerations (such as homes situated on trust or restricted Indian land).

## LEASE TO OWN PROGRAM POLICY

### SECTION 14

#### SUCCESSORSHIP

A. **Designation of Successor.** At the time the lease agreement is executed, the Participant(s) shall designate a successor in interest who would assume all rights and obligations of participation in the Program upon the occurrence of a recognized event. The designation may be changed at any time, provided that such changes must be made in writing on the form prescribed by the TDHE. The form of Designation of Successor set forth at Appendix “B” of this Policy hereby is adopted and incorporated by reference.

B. **Events Authorizing Successorship.** In the event of death and/or physical or mental incapacity of the Participant(s), the person(s) designated as the successor may succeed to the rights and responsibilities of the Participant(s), provided that all eligibility and other requirements set forth in this Policy are met. A family may transfer a unit to another person, subject to Section 14(D) of this Policy and provided that the Board consents to such transfer.

C. **Situations where Successorship will not be Recognized.** Subject to Section 14(F), below, the designated successor shall not succeed if the lease agreement is terminated for any reason other than death and/or physical or mental incapacity of the participant(s). A Surviving Spouse of a participant (who does not otherwise qualify for program participation) shall have the option to purchase the unit from the TDHE in the event of the Participant’s death, which shall be superior to the rights of any designated successor(s), provided that the Surviving Spouse was residing in the unit at the time of the Participant’s death and further provided that the option to purchase is executed within six (6) months of the Participant’s death. The purchase price shall be the amount remaining on the Participant’s established payment schedule, and such amount must be paid in full within the six (6) month period. The rights of Surviving Spouses with children are addressed under Section 14(H), below, and such provision also governs and controls over any successorship designation. For purposes of this Policy, “Surviving Spouse” means and refers to the lawful, living spouse of the Participant who was married to the Participant pursuant to the statutory procedures set forth in 43 O.S., §§ 1-20 and who is not divorced from the Participant. Non-ceremonial (“common-law”) marriages and other marriages not meeting all Oklahoma State requirements will not be recognized by the TDHE for purposes of this Policy.

D. **Additional Requirements.** The designated successor shall assume all rights and obligations of the former Participant(s), including all outstanding amounts owed. The designated successor shall execute a new lease agreement prior to occupancy and must meet all eligibility and selection requirements at the time the agreement is executed. The successor must be a first-time recipient of homeownership assistance from the TDHE and must intend to occupy the program unit as his/her primary residence.

E. **Procedure in the Event of Disqualification of the Designated Successor.** In the event that the successor is not eligible/qualified to succeed the original Participant(s), the Housing Authority may allow the successor to purchase the unit for the amount remaining on the participant’s established payment schedule. Such amount must be paid in full within six (6)

## LEASE TO OWN PROGRAM POLICY

months of the date of the original participant's death or incapacity. If the designated successor is not eligible or does not meet admissions standards and is unable to purchase the unit for the unpaid amount, the TDHE may designate an alternate successor or place the next eligible family from the waiting list in the unoccupied unit.

F. **Special Provision Regarding Trust, Restricted or Donated Land.** In case of trust, restricted or other special land considerations, the TDHE shall review applicable statutes and requirements prior to approving a successor or designating a subsequent participant. The lease agreement may be modified to accommodate any special land status considerations. When succession occurs on a home built on donated land, the TDHE shall use its best efforts to keep the home in possession of that family.

G. **Special Provision Regarding Divorce.** The Participant(s) shall notify the TDHE in writing within ten (10) days of the filing of a divorce action, and such notice shall advise the TDHE that an action has been filed, the jurisdiction of the proceeding and the case number. The program unit is the sole property of the TDHE and shall not be considered part of the parties' marital estate. Subject to Section 14(D) of this Policy, the Board may reassign the unit to one of the parties according to the following factors:

1. Custodial arrangements for minor children;
2. The basis of the initial determination to award housing assistance (i.e., considerations such as tribal membership and age);
3. Whether the unit is on a donated land site and, if so, whether the adjoining land remains in the possession of one party's extended family; and
4. Each party's respective ability to satisfy all terms and conditions of program participation, including financial and maintenance obligations.

H. **Special Provision Regarding Minor Children.** After the occurrence of death, physical or mental incapacity of the Participant(s), and if there is no qualified/eligible successor designated on the lease, the TDHE may permit the surviving parent or other adult who has been appointed legal guardian of the children to occupy the home under a lease agreement. The surviving parent or guardian shall be responsible for performing the duties and obligations of the lease agreement on behalf of the children. This arrangement will remain intact until the oldest child reaches the age of **eighteen (18) years**, at which time that person may become the head of household and succeed to the status of program participant, if qualified. After the youngest child reaches the age of eighteen (18) years and in the event no qualified child of the household has succeeded to the status of a program participant, the surviving parent shall purchase the home from the TDHE or vacate the unit within six (6) months. The purchase price of the unit shall be the amount remaining on the Participant's established payment schedule, and such amount must be paid in full within the six (6) month period. If at any time prior to the youngest child reaching the age of **eighteen (18) years**, the surviving parent or legal guardian is no longer willing or able to perform the obligations and duties of the agreement, and no other guardian is appointed, possession of the home shall revert back to the TDHE. Base rent shall be computed and collected throughout

## LEASE TO OWN PROGRAM POLICY

the period of occupancy, and shall be credited to the purchase price of the home in the event of purchase.

### SECTION 15

#### TERMINATION OF OCCUPANCY

A. **Termination by the Participant.** The Participant may terminate the lease 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 within three (3) days of 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;
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:

1. **First Past Due Notice.** When a Participant becomes delinquent with a payment, a first notice of overdue payment shall be sent on the sixth (6th) day of the month in which the payment is due and shall state the following:



## LEASE TO OWN PROGRAM POLICY

- a. The date of the notice;
- b. The date the monthly payment was due; and
- c. The amount of the delinquent payment. (A late fee of \$15.00 per month will be included in the amount due).

2. **Second Past Due Notice.** If no payments are received or no acceptable payment arrangements are made within ten (10) days of the date of the first notice of overdue payment, the TDHE shall deliver to the Participant a Notice of Termination. The Notice shall inform the Participant that he/she must pay the overdue balance within thirty (30) days of the date of the Notice of Termination to avoid eviction proceedings.
3. **Final Notice to Pay or Vacate.** If no payment is made within thirty (30) days from the date of Notice of Termination or no acceptable payment arrangements are made within thirty (30) days of the date of the Second Past Due Notice, the TDHE shall issue a final ten (10) Day Notice to Pay or Vacate
4. **Commencement of Eviction.** If the Participant(s) does not vacate the unit within twenty-four (24) hours of the Final Termination Notice, the TDHE shall commence termination and eviction procedures in a court of competent jurisdiction. 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 shall be considered courts of competent jurisdiction for purposes of enforcement of this Policy.

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 ten (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.
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.

## **LEASE TO OWN PROGRAM POLICY**

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 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 16**

### **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

## **LEASE TO OWN PROGRAM POLICY**

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.