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## Section 1: INTRODUCTION

- A. Summary: These policies describe the Nez Perce Tribal Housing Authority's (NPTHA) requirements for admissions and occupancy for the NPTHA housing programs (low-rent, Starter Home, etc). The sections contained in this policy describe the process to be used for NPTHA programs, unless otherwise specifically stated in that specific program policy. Preference will be given to all Nez Perce families who are enrolled members of the Nez Perce Tribe.
- B. Purpose of Policies: Policies have been prepared to provide direction to staff for admission of families in the programs and for administration of the requirements governing their occupancy. Staff will conduct a reasonable and broad based effort to solicit and accept applications from all interested Nez Perce families first. After determining eligibility, waiting lists of potential program applicants will be maintained according to the time and date of application and other pertinent factors as outlined in these policies. These waiting lists will be used by staff in selecting tenants.
- C. Applicability of Policies: All participants are subject to the policies of the NPTHA as they now exist or as they may hereafter be revised OR ADDED by the NPTHA. The NPTHA Housing Counseling Policy, the NPTHA Collection & Eviction Policy, the NPTHA Grievance Policy, the NPTHA Non-Low Income Assistance Policy, the NPTHA Home Business Use Policy, and the NPTHA Maintenance Policy are by this reference made apart hereof.
1. All NPTHA HUD low-rent programs are subject to this policy. The LIHTC program, the Starter Home Program, and other NPTHA programs are subject to the standards contained in this policy unless specifically stated in the applicable program lease/use and occupancy agreement, regulations, or policy. The Board of Commissioners and staff will comply with all applicable laws and regulations of the Department of Housing and Urban Development (HUD), particularly CFR 1000. Additionally, commissioners and staff must be in compliance with the Nez Perce Tribal Codes and Ordinances, applicable state and federal laws and regulations, and NPTHA policies. Failure for staff to be in compliance will be addressed through disciplinary action that could result in termination of employment or removal from the Board.
- D. Codes: Occupants are required to adhere to the Nez Perce Tribal Code and other applicable laws with regard to their personal conduct when it impacts their housing obligations and the rights of others. Participants in this program agree to adhere to the following covenants as long as they reside on the premises as a renter.

## Section 2: COVENANTS

- A. Home & Homesite Requirements & Maintenance
1. The Resident is responsible for maintaining a yard.

2. Each Resident will be responsible to maintain, keep clean and in good repair the exterior of their home, as well as all appurtenant resident structures such as decks, steps, carports, storage buildings, and fences at all times.
3. Driveways, streets, and Resident's homesite, including porches and decks, are to be kept clean, free from trash and litter at all times. Garbage cans, gardening tools, equipment, bicycles and other personal belongings must be stored in the Resident's carport, garage, or storage shed.
4. Furniture left outside a home shall be limited to outdoor or patio furniture. No household appliance or upholstered furniture can be placed outside of the home. Storage of any type beneath the home, including any material of an illegal or explosive nature, is prohibited.
5. Dead animals and/or dead animal parts are not to be stored outside the premises.
6. Any unallowable items left out may be removed by NPTHA at the resident's expense after complying with any notice requirements.

B. Residents & Guests

1. Residents shall respect the peaceful enjoyment of the community and see that their guest does the same. It is the responsibility of the Resident to keep their children under control. Neither Resident, their children, guests nor any other person staying with or visiting the Resident shall cause unreasonably loud or disturbing noises between the hours of 10 p.m. to 8 a.m.
2. Residents are responsible for the action of occupants of their home, as well as guests, licensees and invitees.
3. Residents and other persons who are on the premises with their consent, shall conduct themselves in a manner which will not disturb his neighbors' peaceful enjoyment of their accommodations but will be conducive to maintaining the neighborhood in a decent, safe and sanitary condition. Excessive alcohol abuse, partying, fighting, quarreling and any other actions or activities that interfere with or disturb the health, safety, or right to peaceful enjoyment of their premises by other residents are prohibited.
4. Home Occupations are permitted, provided they are consistent with the NPTHA Home Business Policy.
5. Residents and guests shall refrain from destroying, defacing, damaging, or removing any part of the home or grounds.

C. Parking Vehicles

1. No vehicle or equipment over 10,000 pounds gross vehicle weight is allowed to be parked on the street other than for service to the Resident.

Inoperable vehicles or vehicle parts may not be stored in the driveway, homesite, or anywhere in the subdivision. Inoperable vehicles will be impounded or towed after 30 days of written notice. The expense of such removal shall be assessed against the Resident.

2. Vehicles may not be parked on the street or parked in such a way as to extend into the street. Resident parking is restricted to the Resident's driveway, carport, or garage. Vehicles may not be parked in yards. Guests may park their vehicles in a Resident's driveway, carport, or garage or other designated parking areas when visiting a Resident but must ensure that they are parked in a location so as not to block any neighbor's access, or restrict traffic flow within the subdivision.
3. Three wheelers, all terrain vehicles, dirt bikes or the like are not allowed to operate in the subdivisions.

D. Pets

1. Residents and owners shall keep no vicious animals, more specifically but not limited to Rottweiler, Pitbulls, and Doberman Pinschers. All pets shall be confined to the yard and not interfere with neighbors' peaceful enjoyment.
2. Residents shall not keep farm animals, including horses, on the property.
3. NPTHA Policies and Tribal Ordinances shall apply as they now exist or hereafter are amended.
4. Residents shall keep no domestic animals on or about the leased premises without the prior, express and written consent of NPTHA and evidence of registration with the Nez Perce Tribe. There shall be a non-refundable pet deposit due to the NPTHA.

E. Landscaping

1. The Resident is responsible for keeping all landscaping mowed, trimmed, watered and well maintained within their Homesite. Landscaping that is not properly maintained and has reached 12 inches is a fire hazard and a violation of this policy. The NPTHA or the Tribe reserves the right to perform whatever landscape maintenance may be required and charge the Resident per established policy.
2. Each Resident shall install a sufficient amount of landscaping to prevent erosion and run off onto neighboring homesites, as well as to provide a pleasant environment.
3. The installation of fencing is subject to approval by the NPTHA and only applicable to homeownership programs. A request with sufficient information must be made to the NPTHA before a decision can be made by

the NPTHA. Fencing is not permitted between the street and the front of the home if it blocks visibility for auto traffic. All homes will be fenced in a similar design upon NPTHA approval.

4. Barbed wire, electrical fencing or any type that could be hazardous is prohibited.

F. Utilities

1. Payment for electrical, telephone, cable TV, natural gas, propane and kerosene is the responsibility of each Resident.
2. Garbage, water and sewer will be paid by the Resident including any deposits.
3. Each Resident is required to provide their garbage cans. These cans are to be in a form acceptable to the local trash collection agency. If the Resident fails to remove trash on a regular basis, arrangements will be made to have the trash picked up at the Resident's expense.
4. Each RESIDENT shall be responsible for ensuring that there be no obstructions to access to any water meter, water shut off valve, sewer clean-out, electrical/telephone/cable TV pedestal which may be located on their homesite.

G. Preserve Land Corners

The NPTHA has expended funds to place pins marking the corners of the lots. Land corners are to be preserved and maintained by the resident. Disturbance of land corners is subject to prosecution and penalties.

H. Unlawful Conduct

1. The resident is prohibited from using, allowing, or cause to be used any part of said rented or leased premises for any unlawful conduct or purposes. Any unlawful conduct is prohibited and may result in eviction and termination of the Use & Occupancy Agreement or assignment.
2. Nez Perce Tribal Law Enforcement is responsible for receiving and investigating any suspicious or illegal acts. Residents are requested to notify the local law enforcement agency for investigation and prosecution.
3. The Nez Perce Tribal Code shall have exclusive jurisdiction over any dispute that arises.

I. Amendment of Rules

NPTHA reserves the right to make reasonable modifications to these RULES if needed for health or safety purposes or necessitated by a change in Tribal Code or Federal law. Residents will be given at least 30 days notice of any such modification.

**Section 3: APPLICATION**

All enrolled members of the Nez Perce Tribe are encouraged to submit applications as soon as possible because of the extensive requirements for qualifying. They also must be informed that if they need assistance in completing the application, staff are available to assist them. Federal law prohibits discrimination based on race, color, creed, religion, national origin, sex, age or handicap, although preference for selection may be limited to applicants who are enrolled members of the Nez Perce Tribe in accordance with the provisions of NAHASDA, Title II, Section 201 (b) 4.

A. Application Forms: There are specific forms that must be used to complete an application depending on the type of assistance requested for which one is submitting an application. These forms may be supplemented with additional forms as deemed necessary by the Executive Director for clarification purposes. The minimum application forms generally required by the NPTHA include, but are not limited to the following:

1. NPTHA Housing Assistance Application
2. Homebuyer Counseling Agreement
3. Applicable Verifications
4. Applicable Consents to Release Information

Additional forms for homeownership may include:

1. Intent to Apply or the Uniform Residential Loan Application (URLA) or program specific basic application
2. Consent for Credit Report
3. Goal Statement
4. Budget Worksheets
5. Client Action Plan

The application form will be designed by staff to gather enough information to allow a full assessment of the family's background to determine and verify eligibility, consistent with any applicable federal and NPTHA requirements and the requirements of any other funding entity that are applicable at the time of admission.

B. Application Process: Families must submit a full and complete application, including authorization and agreement to participate in Housing Counseling, education classes and sessions, before they can be determined eligible or placed on a waiting list.

1. In order to be considered for occupancy in any housing program offered by the NPTHA, a written (legible) application must be completed in consultation with a NPTHA staff member.

2. All applications processed by NPTHA staff are entered in the application log book.
3. The staff member accepting an application must note the date and time when the application was received.
4. All information provided in the application must be verified and documented before an application is considered complete. In the event there are concerns regarding the information obtained, the Housing Counselor will report the concerns to the Executive Director. The Executive Director will request information for review to make a decision or to refer the issue to the Board of Commissioners for Board action.
5. After reviewing the application data, the Housing Counselor will submit the file with a written recommendation for action to the Housing Manager who will review the file and document in the file the concurrence or nonconcurrence with the action to be taken. If there is no agreement regarding the action to be taken, the information will be forwarded to the Executive Director for review and action. All recommendations and actions are to be in the form of written documentation.
6. Once the application is complete and eligibility has been determined, the applicant data will be entered into the appropriate Waiting List database.
7. In the event of a rejection, the staff will notify the applicant in writing of the basis of the determination and the right to appeal the decision in accordance with the Grievance Policy.
8. In the event of acceptance, the Housing Counselor will prepare a letter notifying the applicant of the resultant placement on the Waiting List.
9. The Waiting Lists will be updated to the greatest extent feasible on a biweekly basis; however, a minimum of a monthly update is required. The Housing Counselor will provide the Waiting Lists on a monthly basis to the Executive Director for inclusion in the report to the Board at the next regularly scheduled meeting.
10. Waiting Lists (indicating applicants' last four digits of their social security number, bedroom size, lot preference and points) are to be posted for public view in the NPTHA office.

C. Charges: There is no application fee for NPTHA program assistance, although the applicant will be responsible for other fees assessed by lenders in the event the Participant successfully exercises their option to purchase. Also, the applicant is not responsible for the cost of the initial credit report obtained by the NPTHA for the purposes of qualifying for the Program.

- D. Communications: All communications with the applicant must adhere to the following requirements:
1. All official notices must be in writing and signed by a Housing Counselor with a copy to the Executive Director.
  2. All verbal communications are to be documented in the applicant file, indicating date, time, content, and disposition.
  3. All written communications or major inquiries from an applicant are to receive a written response within 5 working days from the date of receipt.
  4. All phone calls are to be returned within a maximum of two working days.
  5. All appointments are to be confirmed in writing when possible.
  6. All phone reminders of appointments are to be documented in the applicant file, indicating date, time, content and disposition.

#### **Section 4: APPLICANT FILES**

- A. Filing Requirement: All applications are filed as Active or Inactive.
- B. Active File: When an applicant is placed on the Waiting List, the application and all the supporting documentation is maintained in the Active File. All applicant files are organized alphabetically.
- C. Inactive File: Applicants who are determined to be ineligible for whatever reason are placed in the Inactive File, organized alphabetically by fiscal year. Inactive files will be set up in a database indicating the name, address, bedroom size, income and date.
- D. File Retention: All Inactive Files are retained for a minimum of 3 years. All active files are retained for five years after move-out or in accordance with HUD Handbook 4350.3 Rev. 1, whichever is less.
- E. Inactive File Placement: Waiting List applicants will be placed on the inactive waiting list when treated as follows:
1. Fails to update application within specified time period.
  2. Updated application no longer qualifies for program.
  3. Mail sent to applicant address is returned as undeliverable.
- F. Confidentiality: Information contained in NPTHA files is confidential. Only those with a need to know have the right to review the contents of client files. Staff is prohibited from discussing the contents of a client's file with anyone other than NPTHA staff. NPTEC and other Tribal officials must have a court order to access applicant or occupant

information unless the applicant or occupant has signed a consent to release the information to the requesting party.

## Section 5: ELIGIBILITY

The procedures for determining eligibility are located in HUD Handbook 4350.3, more specifically in Chapter 3, Eligibility for Assistance and Occupancy, and are hereby incorporated by reference. The following eligibility requirements must also be met at a minimum prior to persons being considered.

- A. Homeownership Programs: Only those who are eligible under the laws and customs of the Nez Perce Tribe of Idaho to lease tribally owned land for residential purposes or who otherwise obtain the specific approval of the Nez Perce Tribal Executive Committee shall be eligible. Non-Indian and non-member spouses may join in the application process and have their income and credit considered; however, if the Nez Perce Tribal member dies, relinquishes Nez Perce membership, or becomes divorced from the non-Indian or the non-member, the non-Indian or non-member spouse can not be the beneficiary or remain in possession of the rental unit; nor may the parties or the Courts allow the non-Indian or non-member spouse to remain in possession of the rental unit in the event of divorce.
- B. "FAMILY" means two or more persons related by blood, marriage, or adoption, or who have evidenced a stable family relationship by living regularly together in the same dwelling unit for at least two years or a single adult enrolled member of the Nez Perce Tribe.
- C. Principle Residence The applicant must use the home as their principle residence.
- D. Income: The applicant family must have sufficient income to meet and maintain the minimum payment and be within the income limits established and approved by HUD or applicable program income requirements. Anticipated annual family income will be determined by staff on the basis of verification of income at the time of initial application, and again for admission unless otherwise stated in the program policy or regulations.
- E. Ability to Enter Into Agreement: For a family to be eligible for admission, they must be at least 21 years of age and have the legal capacity to enter into a Use & Occupancy Agreement and be willing and able to meet all obligations of the Use & Occupancy Agreement. The applicant family must be willing to commit the time required to comply with all of the counseling requirements.
- F. Admission of Single Persons in the Process of Securing Legal Custody: An applicant in the process of securing legal custody through other means than adoption must provide evidence that success of obtaining legal custody is likely. This determination of reasonable likelihood of success will be made at the time an offer of a unit is to be made to an individual. If at that time it is determined that there is not a likelihood of success, then that individual nonetheless shall be allowed to retain his place on the waiting list, with any preference for which he remains eligible and with his original date and time of application until custody is secured. At that time the individual will be offered an appropriate unit in accordance with his position on the waiting list.

G. Use & Maintenance History: All applicants must have a satisfactory use and maintenance history. The following will be required at a minimum. Additional requirements and specifics pertaining to analysis are governed by the NPTHA Underwriting Procedures for homeownership.

1. Use and maintenance history will be documented by Landlord references from the previous 5 years.

If negative reference on the use/maintenance history is obtained, staff will notify the applicant in writing of the negative items found. The applicant will be afforded an opportunity to respond in writing within 5 working days of the postmarked date of the notice regarding any negative information derived from any source. The response will be taken into consideration in determining the applicant's eligibility.

H. Habits & Practices: An applicant must be of good character, possess habits and practices that promote safe, clean and healthy homes, property, and communities. This also applies to applicant's household members as they appear on the application or as they are requested to be added to the occupancy agreement. Habits & practices will be documented by police/court records check.

I. Social Security Numbers: To be eligible, the families must disclose and verify social security numbers for all family members over the age of six.

J. Privacy Act Statement: Participants must sign the Privacy Act Statement initially and each year thereafter, **unless otherwise required by the program policy or regulations**. Eligibility for admission or continued occupancy will be denied for failure to comply with the Privacy Act requirement.

K. Previous Assistance from Other Housing Authority: Participants in other housing authority programs may apply for housing and be placed on the waiting list. Verification that the applicant has terminated the other assisted unit agreement and terminated in good standing must be obtained before the applicant will be allowed to participate in the Program.

L. Previously Assisted NPTHA Resident: No applicant or applicant's household member who has an outstanding debt to the NPTHA or whose participation was terminated by the NPTHA will be eligible for assistance until the following conditions are satisfied:

1. Voluntary Terminations: Any outstanding debt from an applicant or an applicant's household member must be paid in full prior to consideration.
2. Involuntary Terminations: Any applicant whose assistance was terminated by the NPTHA or who was evicted for nonpayment will not be considered eligible for a period of one (1) year and verification from a landlord who verifies that the applicant had a satisfactory payment history.

M. Verification Summary: See Section 7, Verification.

## Section 6: BASIS FOR INELIGIBILITY

The reasons for a determination of ineligibility are based on NPTHA policies and other applicable program regulations. Although an applicant may meet the basic criteria for eligibility, any one of a number of reasons can form the basis of a determination of ineligibility. Families who have applied for housing or who have applied to add an additional occupant, and who, for any reason, have been determined to be ineligible will be notified by staff in writing, stating the reasons for their ineligibility. The family would then be entitled to an informal hearing under the provisions of the Grievance Policy. All information relative to the rejection of an applicant family must be documented and placed in the applicant family's file for future reference.

- A. The following does **not** represent an exhaustive list of reasons an applicant may be denied final selection as a tenant; however, it is illustrative of many common reasons for a determination of ineligibility.
1. NPTHA records indicate that the applicant family has an outstanding debt.
  2. Failing to repay previous debts owed to any housing authority or other HUD program.
  3. NPTHA Participants who were evicted for non-payment of any financial obligation to NPTHA will be denied participation in NPTHA housing assistance programs for at least one (1) year from the date on which all NPTHA debt has been retired and evidence of a good credit history is verifiable.
  4. Conviction of fraud in connection with any HUD program, or failing to disclose previously committed fraud in connection with any HUD program.
  5. Registered sex offenders or persons with prior conviction of crime(s) of a sexual nature are prohibited from Occupancy.
  6. Non-cooperation. Refusing or failing to complete required forms or to supply requested information.
  7. Applicants who appear on HUD's List of Suspensions, Debarments, and Limited Denial of Participation.
  8. The applicant family does not qualify as a family according to the applicable program requirements.
  9. The applicant family does not meet the income requirements.
  10. Lack of verifiable information.
  11. Applicant family has a record of destruction of property, acts which would imperil the health, safety or peaceful occupancy of neighbors, and/or disregard for the rights of others and the rules of occupancy.

12. Applicant has a record of alcohol abuse which interferes with the health, safety or right to peaceful enjoyment of the premises by other residents.
13. The applicant family has a record of any illegal activity which would impair the physical or social environment of the surrounding neighbors, including but not limited to trafficking in drugs, use and/or possession of drugs, prostitution, possession of explosives, illegal possession of firearms, crimes of violence against persons or property.
14. The applicant family has a history of unsanitary or poor housekeeping habits.
15. The applicant family has provided false information on the application or other application on file with NPTHA.
16. The applicant family has a history of lease violations.
17. NPTHA Participants who were evicted for violations due to acts which threatened the health, safety and welfare or peaceful enjoyment of others will be denied participation in NPTHA housing assistance programs for at least three (3) years and references are positive.

Consideration of Derogatory Findings: One minor derogatory finding will not be used as a basis for denial of eligibility or participation. However, a combination of derogatory findings may be used as a basis for denial. The inability to achieve mortgage readiness within 3 years, if applicable, is a major derogatory finding. In this event, the applicant will be advised to pursue housing through a rental program until such time, as to the obstacles to mortgage readiness, can be overcome.

### **Section 7: VERIFICATION**

Procedures for verification will be in accordance with the verification guidelines outlined in HUD Handbook 4350.3 Rev. 1 as it now exists or is hereafter amended.

- A. Verifiable Information: All information determining eligibility must be verifiable and in accordance with HUD Handbook 4350.3, Rev. 1, as it now exists or is hereinafter amended.
- B. Verification of Enrollment: Documentation of Nez Perce or other Federally recognized Tribal enrollment must be provided.
- C. Verification Time Frame: Applicant information will be verified as soon as possible after submission of an application. However, if there is a long waiting list, staff may do an initial assessment of a family's eligibility and suitability at the time of application and wait to do a more complete evaluation until shortly before admission. By doing this, staff will avoid the time and expense involved in evaluating applicants who may withdraw from the waiting lists before their names can be reached. Verifications are only good for 90 days and must be recertified 30 days prior to occupancy. See HUD Handbook 4350.3 Rev. 1 for additional guidance.

- D. Verification Data: Verification data are to be reviewed and evaluated as they are received for completeness, adequacy, and conclusiveness. Where the information received is not completely adequate in all respects, follow-ups or new efforts to obtain such information are to be made and carried through to conclusion. The NPTHA has the right to ask for any information from the applicant that the NPTHA deems necessary to completing the process. See HUD Handbook 4350.3 Rev. 1 for additional guidance.
- E. Verification Summary: As verification of all necessary items for each application are completed, a summary of the verified information is to be prepared and filed in the tenant's folder. The summary is to cover at least the following determinations and the basis for such determinations:
1. Family Status;
  2. Nez Perce or other federally recognized tribal Enrollment;
  3. Eligibility as a low-income family;
  4. Eligibility of the family with respect to Section 6 of this policy;
  5. Counseling requirements/Client Action Plan;
  6. Rent Calculation;
  7. Management or administrative fee, if applicable.

See HUD Handbook 4350.3 Rev. 1 for additional guidance.

### **Section 8: WAITING LISTS ORGANIZATION**

Generally, waiting lists management will be in accordance with HUD Handbook 4350.3 Rev. 1 as it now exists or hereafter may exist.

- A. Preferences: It is the goal of the NPTHA to provide decent, safe and sanitary housing for all enrolled members. In accordance with this goal, housing assistance opportunities will be made available in accordance with NPTHA established preferences. The waiting lists will be organized based on the established preferences.
1. Preferences are established to ensure that the benefits accrue to enrolled members of the Nez Perce Tribe. Preference points are allocated and the following definitions will apply:
    - a. ALL NEZ PERCE FAMILY means the head and co-head of household and at least one child are enrolled members of the Nez Perce Tribe. Nez Perce couples are also included in the definition of all Nez Perce family.
    - b. AN INDIAN FAMILY means at least one of the heads of household is an enrolled member of a federally recognized tribe
    - c. Single enrolled Nez Perce members are considered a family; however, are subject to the occupancy standards for bedroom size.
- B. Priorities: The NPTHA reserves the right to establish priorities within program preferences.

- C. Waiting List Organization: The NPTHA requires that Waiting Lists are established and maintained for each type of housing assistance program. Preliminary selection of applicants who meet all eligibility requirements will be based on preferences established by the Board of Commissioners.

Placement on the Waiting List does not guarantee selection. It indicates that at the time of verification and certification, the applicant is eligible for the program and is to be considered for selection.

- D. Maintaining Waiting Lists: The following information is required to properly maintain the waiting list.

1. Minimum information:

- a. Record number
- b. Name and address
- c. Community preference
- d. Family size
- e. Income
- f. Date/time of application
- g. Tribal affiliation/non-Indian
- h. Notification to update
- i. Recertification of application (date)

2. Optional information:

- a. Source of income
- b. Place of employment
- c. Length of employment
- d. Federal IRS Form 4506
- e. Previous federal housing assistance
- f. Financing capability
- g. Handicap
- h. Veteran

3. The Waiting Lists will be updated to the greatest extent feasible on a biweekly basis; however, a minimum of a monthly update is required.
4. Waiting List applicants must update their application on a yearly basis or they will automatically be removed from the waiting list and placed in the inactive file. Applicants on the waiting list will be notified in writing to the greatest extent feasible one year after the date of the initial application to update their application within a specified time period. Any efforts to notify the applicant must be noted on the Waiting List by date.
5. Staff will reverify eligibility of the applicant based on any change of income and ensure that the applicant meets all eligibility requirements for admission. Should an applicant become ineligible based on a change in income, staff will notify the applicant in writing that he no longer qualifies for admission into the program. In addition to income changes, disqualification may also be caused by program and policy changes.
6. Yearly updates by applicants will be noted on the Waiting List by date.

Reporting Requirements: A summary of the Waiting List using social security numbers for confidentiality must be prepared and submitted to the Executive Director on a monthly basis.

### **Section 9: SELECTION**

Selection will be made by staff from the top of the waiting lists of eligible applicants. Final approval of selected applicants will be made by the Executive Director prior to execution of the applicable lease or agreement. The rating of each applicant will be done at the time of application and may be revised whenever family circumstances change. In selecting participants for the program, staff can take into consideration the following factors:

- A. Specific program requirements, preferences and priorities;
- B. Income targeting;
- C. Program set-asides;
- D. Applicant screening criteria;
- E. Occupancy requirements;
- F. Residency preferences;
- G. Previously assisted;

**SELECTION CRITERIA SCORE SHEET**

**Rental Application**

**NAME:**

**Date of Application:**

**Local Area:**

**Family living on the NP reservation or within the 1855 NP Treaty boundaries**

**5 pts** \_\_\_\_\_

**1. Head of Household (Select 1)**

**a. Enrolled Nez Perce** **20 pts** \_\_\_\_\_

**b. Enrolled in Other Federally Recognized Tribe** **6 pts** \_\_\_\_\_

**2. Spouse/Co-head (Select 1)**

**a. Enrolled Nez Perce** **10 pts** \_\_\_\_\_

**b. Enrolled in Other Federally Recognized Tribe** **5 pts** \_\_\_\_\_

**3. Child/children (Select 1)**

**a. Enrolled Nez Perce** **12 pts** \_\_\_\_\_

**b. Enrolled in Other Federally Recognized Tribe** **5 pts** \_\_\_\_\_

**4. Previously Assisted**

**<5>** \_\_\_\_\_

**TOTAL FAMILY POINTS** \_\_\_\_\_

**TOTAL ANNUAL INCOME** **\$** \_\_\_\_\_

**SELECTION CRITERIA SCORE SHEET**  
**SHP Application - HOMEOWNERSHIP**

**NAME:**

**Date of Application:**

**Local Area:**

**Family living on the NP reservation or within the 1855 NP Treaty boundaries**

**5 pts** \_\_\_\_\_

**1. Head of Household (Select 1)**

**a. Enrolled Nez Perce** **20 pts** \_\_\_\_\_

**b. Enrolled in Other Federally Recognized Tribe** **6 pts** \_\_\_\_\_

**2. Spouse/Co-head (Select 1)**

**a. Enrolled Nez Perce** **10 pts** \_\_\_\_\_

**b. Enrolled in Other Federally Recognized Tribe** **5 pts** \_\_\_\_\_

**3. Child/children (Select 1)**

**a. Enrolled Nez Perce** **12 pts** \_\_\_\_\_

**b. Enrolled in Other Federally Recognized Tribe** **5 pts** \_\_\_\_\_

**4. Income Limits**

**a. Meets minimum Income guidelines** **5 pts** \_\_\_\_\_

**b. Exceeds maximum Income guidelines** **-5 pts** \_\_\_\_\_

**c. First Time Homebuyer in the SHP Program** **10 pts** \_\_\_\_\_

**TOTAL FAMILY POINTS** \_\_\_\_\_

**TOTAL ANNUAL INCOME** \$ \_\_\_\_\_

## Section 10: PROGRAM RENT & OTHER PAYMENTS

This section describes the rental payments required and, if applicable, any additional required payments.

- A. Rental Payment for Low-Income Families: HUD Handbook 4350.3, Chapter 5, Determining Income and Calculating Rent, as it currently exists or as it is hereinafter amended shall supply the process to be used to calculate rents.
- B. Late Payments: If the required rental payment is not received by close of business on the 15<sup>th</sup> day of the month, NPTHA staff will issue a Delinquency Notice, sent by regular mail, and a \$10 fee will be added to the amount due to cover the costs of preparation and mailing of the delinquency notice. Continued delinquencies will be assessed charges in accordance with the NPTHA Collection and Eviction Policy.
- C. Application of Payments: Payments made as rent will be applied at NPTHA discretion to any outstanding balances which may include rent, or any other balances owed.
- D. Partial Payments Conditions: The NPTHA retains the right to accept partial payments after a delinquency notice or termination notice has been issued. NPTHA's acceptance of any such partial payments does not constitute a waiver of NPTHA's rights under any such notice.

## Section 11: RECERTIFICATION PROCESS

Procedures for recertification will be in accordance with the recertification guidelines outlined in HUD Handbook 4350.3 Rev. 1 as it now exists or is hereafter amended.

- A. Purpose: Recertification must be conducted at least annually to ensure assisted tenants pay commensurate with their ability. Income is anticipated annual income; consequently, monthly recertifications are not to be performed. Staff is to counsel tenants frequently about the family's responsibility to budget personal finances.
- B. Frequency: All tenants must complete an annual recertification and report whenever a change in income of \$200 or more per month or a change in family composition occurs until such time they either terminate, or in the case of a homeownership opportunity program until such time as they obtain ownership or exercise their option to purchase.
  - 1. Interim redeterminations may be conducted for major change in circumstances which results in significant loss of income to the household lasting more than one month, such as death, divorce, etc.
  - 2. Interim redeterminations must be conducted when a family's income increases more than \$200 per month or if there is a change in family composition.
- C. Interim Redetermination of Family Income: No rent adjustments are to be offered between dates of periodic reexaminations or pre-scheduled reexaminations (as set forth above), except as provided in Subparagraphs 1 and 2 below.

- D. Process: To assure that the data upon which the determination of eligibility for continued occupancy, rent to be paid, and size of dwelling required are to be based are full, true and complete, the information submitted by each tenant is to be verified before any changes can take effect. Complete and accurate verification records are to be maintained in the tenant's folder.
- E. Release of Information: When verifying and certifying income for eligibility, all adult family members shall provide appropriate authorizations for release of information, so staff can obtain third party verification. Each family must furnish information about the amounts and sources of all income to the household and may be required to produce tax returns, paycheck stubs and any other evidence of income. Failure to provide the authorizations is grounds for denial and/or termination of assistance or rent charges based on the fair market rent.
- F. Verification of Data: See Section 7, for Verification Requirement.
- G. Certification: As part of the record of each family reexamined, a designated staff member is to complete and sign an eligibility certification which is to be filed in the tenant's folder.
- H. Action Required Following Reexamination: Within 30 days after the tenant has submitted all the information required of the tenant to comply with continued occupancy, he is to be informed concerning:
1. Eligibility status and, if ineligible, the action to be taken;
  2. An adjustment(s) with instructions for making changes if necessary (e.g., executing a new lease or amendment, if required; payment arrangements, fair market rent charge, etc.) and
  3. Any instances of misrepresentation or non-compliance with the terms of the Use and Occupancy Agreement or program policy revealed through reexamination and any corrective action which is to be taken.
- I. Retroactive: If the reexamination discloses that the tenant, at the time of admission or at any previous reexamination, made misrepresentations, intentional or unintentional, which have resulted in the paying of a lower rent and fee than he should have paid, the tenant is required to pay the differences between what was paid and what should have been paid.
- If it is found at the time of reexamination or at any other time that the tenant has failed to report other changes in family circumstances and such changes would have required the tenant to pay a higher rent, the increased rent is to be made retroactive to the month following the date on which the change of circumstances occurred.
- J. Concerns: In the event there are concerns regarding the information obtained, the staff will report the concerns to the Executive Director. The Executive Director will review the information and make a determination.

- K. Quality Control: After reviewing the application data, the Housing Counselor will make a written recommendation for action and submit the file to a second Housing Counselor. The Housing Counselor will provide a second review of the file and document in the file the action to be taken. If there is no agreement regarding the action to be taken, the information will be forwarded to the Executive Director for review and action. All recommendations and actions are to be in the form of written documentation.
- L. Notices: The tenant will be notified in writing when they are required to recertify.
- M. Reporting: A monthly report of the status of recertifications will be completed by the Housing Counselors to the Executive Director.

### **Section 12: INCOME**

- A. Applicable Definition: Annual income is defined in accordance with HUD Handbook 4350.3 Rev. 1 and further references 24 CFR Part 5, subpart F.
- B. Calculation of Income: Income will be calculated in accordance with the procedures outlined in HUD 4350.3 Rev.1 as it now exists or is hereafter amended.
- C. Income Limits: The applicant family must have sufficient income to meet and maintain the minimum payment and be within the income limits established by the applicable program requirements. NAHASDA funded programs utilize the national median income limits as amended annually and the LIHTC program utilizes the county area median income as amended annually.
- D. Verification: According to Section 7 Verification of this policy the family is required to provide verifiable income documentation.

### **Section 13: SECURITY, DAMAGE AND CLEANING DEPOSIT**

- A. Condition of Premises: Participants in the NPTHA Program must stipulate that they have examined the premises, including the grounds, buildings, improvements and appliances (if any), and that they are, at the time of move-in, in good order, good repair, safe, clean and enable condition, and tenant accepts the same as is and with all faults. A Move-In Inspection form will be used to determine the condition and cleanliness of the premises at the beginning of tenancy and a Move-Out Inspection form will be used at the termination of tenancy.
- B. Deposit: Participants are required to provide a deposit of Five Hundred Dollars (\$500.00) as a security, damage and cleaning deposit or \$150 for the Senior Citizens apartments. Deposit is to be paid in full prior to move-in. Release of said deposit is subject to the following terms and conditions:
  - 1. At the expiration of the term of the Use & Occupancy Agreement or other termination, except for a termination by the tenant's exercise of the option to purchase, there is no damage to the property beyond ordinary

- wear and tear, no parts or household fixtures require replacement, and the property is in the same condition of cleanliness;
2. The Move-In Inspection form will be used to determine the condition and cleanliness of the premises at the beginning and termination of the tenancy;
  3. There are no unpaid late charges, delinquent rents, or any other unpaid charges;
  4. All keys are returned (Rental charges will continue until all keys are returned or a written letter stating that the keys are lost, is received at the NPTHA office);
  5. All debris, rubbish and discards are placed in proper disposal containers;
  6. Forwarding address on file with NPTHA;
  7. The deposit or remainder thereof, if any, after any required cleaning and repair, will be refunded within ninety (90) days by check, made payable to each person signing the Use & Occupancy Agreement as the lessee(s), and mailed to the forwarding address.
  8. When an option to purchase is exercised, the deposit will be applied to the purchase price.

#### **Section 14: CLIENT ACTION PLAN & HOMEOWNERSHIP HOUSING COUNSELING**

- A. Completion of Required Actions: All homebuyer participants will complete all “Required Actions” as described in the Client Action Plan (CAP), which shall become a part of the Use & Occupancy Agreement. The tenants must agree that all actions will be completed in a period of time stated in the Client Action Plan.
- B. Condition of Participation: As a condition of participation in the NPTHA housing programs, the tenant will attend and satisfactorily complete Housing Counseling and Education provided by the NPTHA in accordance with the NPTHA Housing Counseling Policy.
- C. One-on-One Housing Counseling: If NPTHA deems it advisable or necessary, the tenant will attend as many one-on-one Housing Counseling sessions as needed to meet the requirements with respect to property maintenance, financial management, compliance with the Client Action Plan, and such other matters as may be appropriate.
- D. Failure to Comply with the Housing Counseling requirements or the Client Action Plan is a matter of non-compliance which will result in termination of participation in the NPTHA Programs.

## Section 15: INSPECTION

- A. Right of Inspection: NPTHA's agents shall have the right at all reasonable times during the term of tenancy, with reasonable prior notice, to enter the premises for the purposes of inspecting the premises and all buildings and improvements thereon to verify that the tenant is meeting his maintenance obligations and to provide maintenance counseling.
- B. Without Notice: NPTHA shall have the right to enter the tenant's premises without prior notice if NPTHA reasonably believes that an emergency exists that requires such entrance. NPTHA will promptly notify the tenant in writing of the date, time and purpose of such entry, and of the emergency which necessitated it.
- C. Frequency: Inspections will be conducted at least annually to ensure that the tenant is meeting his responsibility for providing routine and non-routine maintenance. In the event it is found that the tenant is not satisfactorily meeting his maintenance responsibilities, the NPTHA will follow the procedures described below:
1. New Tenants
    - a. Monthly inspections will be conducted for the first three months and require mandatory attendance at the maintenance counseling class.
    - b. Upon a satisfactory determination of the monthly inspections, quarterly (3 months) inspection shall be scheduled.
    - c. Upon a satisfactory determination of the quarterly inspections, inspections shall be scheduled annually.
  2. Existing Tenants
    - a. Inspection shall be scheduled on an annual basis. Upon a satisfactory determination that the tenant is meeting his maintenance obligations, inspections will remain on an annual basis.
    - b. Upon a dissatisfactory determination, apply appropriate level of scheduled inspections to ensure that corrected action has been taken. Depending on the severity, the NPTHA will prescribe a schedule accordingly.
    - c. Upon a serious finding of non-compliance, follow procedure for new tenants.
- D. Corrective Action: Any items that are found to be missing or in need of repair, whether intentional or unintentional, are to be repaired or replaced at the tenant's expense. The following procedures will be followed:
1. A letter will be sent to the resident indicating the corrective action the resident needs to make within a set time frame.
  2. The NPTHA will re-inspect and verify the repair has been made. If the resident fails to make the repair, then the NPTHA will proceed to the next step.

3. For tenants, a work order will be issued and the NPTHA will make arrangements for the repairs to be completed with labor and materials charged to the tenant. Inspections of the unit are then scheduled in accordance with the need as determined by the NPTHA.
  4. Residents in the homeownership program are responsible for the repair and maintenance of their homes. Failure to make repairs in accordance with the corrective action issued is a violation of their lease agreement and may result in action to terminate.
- E. Non-compliance: Participant's refusal to allow NPTHA to enter the premises and all buildings as described in the NPTHA policies is serious violation and action to terminate program participation will be initiated by the appropriate staff.

### **Section 16: UTILITIES**

- A. Tenant Responsibility: The tenant shall be responsible for arranging and paying for all utility services required on the premises, including water, sewer, solid waste assessment, and gas and electric charges. Promptly upon execution of the Use & Occupancy Agreement, the tenant shall furnish to the NPTHA evidence that all arrangements with the proper utility companies for commencing services in the tenant's name have been completed.
- B. Non-compliance: Failure on the part of the tenant to provide all necessary utility services, including payment for utilities or deposits for utility services, during any part of the term of the Use & Occupancy Agreement is grounds for immediate termination of the Use & Occupancy Agreement. Tenants will have three (3) business days to provide evidence to the NPTHA that any or all of the services have been fully restored. Failure to comply will initiate a 30 day notice of termination.

### **Section 17: MOVE-IN PROCESS**

- A. Move-In Inspection: A Move-In Inspection will be conducted on the date of admission into the Program by a Housing Counselor and the tenant to verify the unit is in standard condition, is ready for occupancy, and to note any needed repairs or deficiencies. The Move-In Inspection provides the information that will be used to compare to the information gathered during the Move-Out Inspection process. A comparison of both inspection forms provide the basis for determining whether or not the unit is in the same condition as it was when it was first rented.
- B. Warranty Period: The NPTHA has a one-year warranty period for items which have been replaced or repaired by the NPTHA maintenance staff. The one-year warranty period commences on the date of acceptance of the repair work. Tenants occupying rental units are not responsible for the costs associated with repairing warranty items, unless the need for the repair is a result of tenant damage. Tenant responsibility for warranty items in homeownership opportunity programs can be found in the specific program policy or Use & Occupancy Agreement.

- C. Warranty Information: Copies of suppliers' names and addresses and other relevant information for which there are warranty certificates (i.e., warranty certificates cover specific time periods or specific parts of an item) are to be provided to the tenants of homeownership opportunity programs. The NPTHA maintenance staff is to maintain this information in the unit file for all tenants until a tenant terminates or purchases the unit.

### **Section 18: MOVE-OUT PROCESS**

- A. Move-Out Inspection: A Move-Out Inspection will be conducted within 24 hours of obtaining legal possession of the unit. The Move-Out Inspection provides the information that is used to compare to the information gathered during the Move-In Inspection process. A comparison of both inspection forms provide the basis for determining whether or not the unit is in the same condition as it was when it was first rented except for normal wear and tear.
- B. Procedures: The Executive Director shall prepare and implement procedures to ensure a smooth transition from a vacated unit to the new tenant. Below is an outline of essential procedures which may be amended by the Executive Director as needed.
- 1) Move out checklist prepared and distributed.
  - 2) Work Order initiated.
  - 3) Move out inspection completed within 24 hours.
  - 4) Maintenance Department changes locks.
  - 5) Cost estimate prepared
  - 6) Cost estimate reviewed and approved.
  - 7) Schedule appraisal if applicable.
  - 8) Complete repairs.
  - 9) Inspect and prepare punch list.
  - 10) Conduct final inspection.
  - 11) Complete Work Order documentation.
  - 12) Process any applicable tenant charges and distribute copies.

### **Section 19: OCCUPANCY**

- A. Occupants: Only the persons listed on the Use & Occupancy Agreement will be permitted to occupy the unit. The NPTHA must be immediately notified if changes to the household occur. Occupancy by any persons is subject to the eligibility requirements of the relevant NPTHA Program. Eligibility must be certified prior to any additional persons taking occupancy.
- B. Exclusive Use: The premises is intended for the exclusive use and occupancy of those on the Admissions and Occupancy Agreement. Guests or visitors of the tenant may be accommodated no longer than a period of two (2) weeks. "Guest" means a person in the unit with the consent of the tenant. If any visit will extend beyond two (2) weeks, the tenant must notify the NPTHA, stating the reasons for the extended visit and the duration of the visit. Based on the circumstances, the NPTHA will determine if there is an occupancy change warranting an application and an interim recertification.

C. Occupancy Standards: In order to prevent overcrowded conditions and wasted space, homes shall be assigned in accordance with the following schedule. The NPTHA may make exceptions due to unusual circumstances which will be assessed on a case by case basis. Factors to be considered include age and sex of children, potential changes in family composition, availability of unit sizes, etc. General rule for occupancy ratio is a minimum of one person per bedroom and a maximum of two persons per bedroom.

<b>Number of Bedrooms</b>	<b>Number of Persons</b>
2 BR	2-4
3 BR	3-6
4 BR	4-8
5 BR	5-10

D. Other Occupancy Factors:

1. Dwellings will be assigned so as not to require use of the living room for sleeping purposes.
2. Every family member regardless of age is to be counted as a person. An unborn child will be counted as a person.

E. Use of the Home

1. The tenant and the NPTHA are jointly responsible to the Tribe and future generations for ensuring that homes are used properly and are well maintained.
2. It is the responsibility of each tenant to take pride in their home by keeping it and the grounds in a decent, safe and sanitary condition at all times.
3. Tenant is responsible for all home repairs and is expected to perform necessary maintenance in a timely manner.
4. Instances of serious abuse or misuse of a home by a tenant, or failure by the tenant to provide basic routine or non-routine maintenance are causes for termination from the housing program.
5. A condition for selection is that the family agrees to use the home as their principal residence during the term of the Admissions and Occupancy Agreement or for at least nine months of the year.

F. Home Business Use: A tenant must request prior written approval from the Executive Director to operate a small home business in their unit. The request is subject to the conditions specified in the NPTHA Home Business Use Policy.

## Section 20: MAINTENANCE AND REPAIR

- A. Responsibility: Specific responsibility and procedures for maintenance and repair depends on the specific housing assistance requirements outlined by the specific program policy and/or the applicable use and occupancy agreement. The NPTHA Maintenance Policy as it now exists or as it may hereafter be amended is by this reference made a part hereof. General responsibilities are described according to two categories of assistance:
1. Homebuyer Responsibility: Participants in homeownership opportunity programs (i.e., lease with option to purchase, mutual help, etc.) shall be responsible for the routine and non-routine care and maintenance of the home, including all repairs and replacements (including repairs and replacements necessitated by damage from any cause). The NPTHA shall not be obligated to pay for or to provide any maintenance of the home other than the correction of warranty items reported during the applicable warranty period, which is one year from move-in.
  2. Renter Responsibility: The NPTHA is responsible for providing maintenance for all rental units resulting from normal wear and tear. Renters are responsible for any tenant damage, including damage resulting from failure to report maintenance problems or from poor housekeeping practices.
- B. Notification: Tenants shall notify the NPTHA promptly of all known need for repairs and of any known unsafe conditions on the premises or grounds, which may either lead to damage or injury. The NPTHA staff can assist the tenant through inspection and counseling.
- C. Failure to Perform: Failure of the tenant to perform his maintenance obligations constitutes a breach of this policy and is grounds for termination of program assistance. Upon a determination by the NPTHA that a breach has occurred, the NPTHA shall require the tenant to agree to a specific plan of action to cure the breach and to assure future compliance. The plan shall provide for maintenance work to be done within a reasonable time by the tenant in a good workmanlike manner in accordance with the uniform Building Code. If the tenant fails to carry out the plan, the NPTHA shall have the work done and charge the cost to the tenant thereof. Such charges will be billed by the NPTHA to the tenant as additional rent.
- D. Emergency Repair: If the condition of the property creates a threat to the life, health or safety of the occupants or a situation which will lead to damage of the unit, and the tenant fails to correct the deficiency in an expeditious manner, the NPTHA shall have the work done, and charge the cost thereof to the tenant as additional rent.
- E. Work Order: Any work performed by the NPTHA shall be documented by a work order or equivalent process stating the nature of and the charge, if any, for the work.
- F. Charges: The tenant will be charged for any non-covered work performed by the NPTHA.

## Section 21: HOUSEKEEPING STANDARDS

In an effort to improve the livability and conditions of the units owned and managed by the NPTHA, uniform standards for resident housekeeping have been developed for all resident families.

- A. NPTHA Responsibility: The standards that follow will be applied fairly and uniformly to all tenants. The NPTHA will inspect each unit at least annually, to determine compliance with the standards. Upon completion of an inspection, the NPTHA will notify the tenant in writing if he/she fails to comply with the standards. The NPTHA will advise the tenant of the specific correction(s) that the tenant will be required to perform to establish compliance, and indicate whether or not mandatory counseling is required. Within a reasonable period of time, the NPTHA will schedule a second inspection. Failure to comply with (3) three requests for unit inspection within 30 days will constitute a violation of the Policy terms and is grounds for termination of the Use & Occupancy Agreement and may result in eviction. Training will be available at no cost to the tenant requesting or needing assistance in complying with the Housekeeping Standards.
- B. Participant Responsibility: The tenant is required to abide by the standards set forth below. Failure to abide by the Housekeeping Standards that results in the creation or maintenance of a threat to health or safety is a violation of the Use & Occupancy Agreement terms and can result in eviction.
- C. Housekeeping Standards: Inside the Unit

### General---

- Walls should be clean and free of excessive dirt, grease, holes, cobwebs and fingerprints.
- Floors should be clean, clear, dry and free of hazards
- Ceiling should be clean and free of excessive cobwebs
- Windows should be clean and not nailed shut; shades, blinds or window coverings shall be properly installed.
- Blankets or other material which prevent proper ventilation shall not be used as window covering.
- Woodwork should be clean and free of excessive dust, gouges, or scratches.
- Doors should be clean, free of grease and fingerprints, with functional locks.
- Heating units should be dusted and access uncluttered.
- Trash shall be disposed of properly and not left in the unit.
- Entire unit should be free of rodent or insect infestation.

### Kitchen---

- Stove should be clean and free of excessive food and grease.
- Refrigerator should be clean and free of mold or aged food. Freezer door should close properly and gaskets should be clean.
- Cabinets should be clean and neat. Cabinet surfaces and counter tops should be free of grease and spilled food. Cabinets should not be

overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs.

- Exhaust fan filters should be free of grease build up.
- Sink should be clean, free of grease and garbage. Dirty dishes should be minimal and washed on a routine basis.
- Food storage areas should be neat and clean without spilled food.
- Trash/garbage should be stored in a covered container until removed to the disposal area.

#### Bathroom---

- Toilet and tank should be clean and odor free. Condensation should be wiped regularly.
- Tub and shower should be clean and free of mold and mildew. Where applicable, shower curtains should be in place, and of adequate length to prevent spillage.
- Sink should be clean.
- Vanities should be kept clean and free of water leakage.
- Exhaust fan should be free of dust build up.
- Floor should be clean and dry.

#### Storage Areas---

- Linen closet should be clean.
- Other closets should be clean.
- No highly flammable materials should be stored in the unit.
- Other storage areas should be clean and free of hazards.

#### Utility Areas---

- Laundry areas should be clean and neat. Lint should be removed from dryers after use.
- Clothes or other materials shall not be piled against walls.
- Utility room should be free of debris, motor vehicle parts, and flammable materials.

#### D. Housekeeping Standards: Outside the Unit

- Yards are to be free of debris, trash, and inoperable vehicle and vehicle parts.
- Exterior walls should be free of graffiti.
- Porches (front and rear) should be clean and free of hazards. No items are to be stored on the porch. Porch furnishings shall not impede access to the unit.
- Steps (front and rear) should be clean and free of hazards.
- Sidewalks should be clean and free of hazards.
- Storm doors should be clean, with glass or screens intact.
- Hallways should be clean and free of hazards
- Yards are to be maintained at the tenant's expense.

## **Section 22: ALTERATIONS AND IMPROVEMENTS**

- A. The tenant shall make no alterations to the buildings on the premises, or construct any building or make other improvements on the premises, including painting of the interior or exterior, without the prior, express and written consent of the NPTHA.
- B. All alterations, changes, and improvements built, constructed or placed on the premises by the tenant, with the exception of fixtures removable without damage to the premises, and removable personal property, shall, unless otherwise provided by written agreement between NPTHA and the tenant, be the property of the NPTHA and remain on the premises at the expiration or earlier termination of the program agreement.

## **Section 23: ASSIGNMENT AND SUBLETTING**

Subletting and assignment of the home is not permitted.

## **Section 24: TRANSFERS**

Unit transfers are only considered for management's efficient use of property and program requirements. Residents are subject to the Selection & Eligibility requirements of the new program.

## **Section 25: NPTHA POLICIES**

Tenants are subject to the policies of the NPTHA as they now exist or as they may hereafter be revised by the NPTHA. The NPTHA Client Action Plan, the NPTHA Housing Counseling Policy, the NPTHA Collection & Eviction Policy, the NPTHA Grievance Policy, the NPTHA Non-Low Income Assistance Policy, and the NPTHA Maintenance Policy as they exist or as they may hereafter be amended, are by this reference made a part hereof. Violation of the same is grounds for termination of the applicable lease or agreement.

## **Section 26: RISK OF LOSS/INSURANCE**

Responsibility for the provision of fire and other peril insurance on the premises is as follows:

- A. NPTHA Responsibility: NPTHA shall provide fire and other peril insurance for rental units and on the premises during the rental phase of specific homeownership opportunity programs. In the event of any loss, the tenant shall pay the insurance deductible. The NPTHA shall not be responsible for the loss of any of the tenant's personal property by fire, theft, or any other reason.
- B. Tenant Responsibility: It shall be the sole responsibility of the tenant during the rental phase to obtain fire and other peril insurance covering their personal property.
- C. Notice: Staff responsibility for educating tenant about Hazard Insurance will include discussions during housing counseling meetings or classes.

## **Section 27: FIRE**

In the event the leased premises shall become untenable by reason of fire or other casualty, participation under the applicable lease or agreement shall terminate and each party shall be relieved of all future liabilities hereunder.

## **Section 28: PERSONAL PROPERTY**

Any appliances provided with the unit will remain the property of the NPTHA until and unless homeownership is achieved in a homeownership opportunity program.

## **Section 29: ABANDONMENT OF PERSONAL PROPERTY**

Upon termination of a rental lease or Use & Occupancy Agreement, the NPTHA may dispose of any item of personal property abandoned by the tenant in any manner deemed suitable by the NPTHA. Proceeds, if any, after such disposition, may be applied to the payment of amounts owed by the tenant to NPTHA.

## **Section 30: ABANDONMENT**

- A. Abandonment: If at any time during the term of the lease or Use & Occupancy Agreement, the tenant abandons the premises or any part of the premises, NPTHA may, at its option, enter the premises by any means without being liable for any prosecution for such entering, and without becoming liable to the tenant for damages or terminate the lease or agreement by sending Notice of Termination to the tenant as required by the lease or Use & Occupancy Agreement.
1. Abandonment may be demonstrated by a combination of 2 or more of the following:
    - a. Power or Utilities disconnected;
    - b. Failure to maintain payments;
    - c. Failure to respond to communication and home visits.
- B. Personal Property: If NPTHA's right of re-entry is exercised following abandonment of the premises by the tenant, then NPTHA may consider any personal property belonging to the tenant and left on the premises to also have been abandoned, in which case NPTHA may dispose of all such personal property in any manner NPTHA shall deem proper and is hereby relieved of all liability for doing so.

## **Section 31: SUCCESSION**

- A. Applicability of Succession Policy: The Succession Policy only applies to those participating in a qualifying lease with an option to purchase program, and does not apply to those participating in a low-rent type program.
- B. Beneficiary: A beneficiary is only applicable when the tenant designates a qualifying beneficiary in writing with the NPTHA. The only circumstances upon which a beneficiary is considered is upon the death of the tenant.

- C. Eligibility: Only a beneficiary who is eligible under the laws and customs of the Nez Perce Tribe enter into a Use & Occupancy Agreement shall be eligible to assume the tenant's interest in and obligations under the Use & Occupancy Agreement.
1. A qualifying beneficiary is an adult who is:
    - a. Eligible and willing to assume all the obligations of the Use & Occupancy Agreement and exercise the option to purchase in the allowable time frame.
    - b. Is not an existing homeowner or a tenant in a NPTHA program.
    - c. Willing to pay all debt associated with the Use & Occupancy Agreement property.
- D. No Designated Beneficiary: When the tenant has died and there is no designated beneficiary and there are no heads of households remaining, the NPTHA shall consider the Use & Occupancy Agreement as having been terminated by the tenant and will select another tenant from the waiting list.
- E. Remaining Personal Property: Any person claiming to be an heir of the tenant who seeks to remove personal property from the deceased's home must present a court order authorizing the person to enter and remove personal property from the premises.

### **Section 32: TERMINATION**

- A. Non-compliance: In the event of the default of any material provision of the Policies or the Use & Occupancy Agreement by the tenant, the Use & Occupancy Agreement and the option to purchase, at the option of the NPTHA, shall terminate and be forfeited. The NPTHA shall be entitled to possession of the premises. The tenant shall be given thirty (30) days notice of any default or breach, and shall have thirty (30) days from service of said notice within which to cure or correct said breach. If the default or breach is not cured within thirty (30) days, NPTHA may immediately terminate the Use & Occupancy Agreement and bring an action for the tenant's unlawful detainer and/or pursue any other remedy which may be available under the law or in equity.
- B. Relevant Documents: With respect to any Notice provided the tenant is entitled prior to any court hearing or trial to examine any relevant documents, records, or regulations directly related to the termination or eviction.
- C. Grounds for termination: Includes any violation of applicable NPTHA policies. The following list is not intended to be comprehensive but to serve as a listing of typical serious violations warranting termination:
1. The tenant fails to pay when due any payment required to be paid under this agreement.
  2. The tenant attempts to sell, transfer or convey any ownership interest in the right to acquire a home in violation of this agreement.
  3. The tenant or any member of the tenant's household has misrepresented or withheld material information in connection with the initial application of the tenant to participate in NPTHA programs or in connection with the initial determination of the

adjusted monthly income of the family or any redetermination of adjusted monthly income.

4. The tenant allows any person to reside in the home who is not eligible to do so under the policies of the NPTHA.
5. The tenant or any member of the tenant's household fails to comply with all applicable building and housing codes.
6. The tenant uses the home for any purpose other than as the principal residence of the tenant.
7. The tenant fails to dispose of all ashes, garbage, rubbish and other waste from the home in a sanitary and safe manner or in violation of the Housekeeping Standards cited in this policy.
8. The tenant, any member of the tenant's household, or any guest or other person who has been permitted to be on the premises destroys, defaces, damages or removes the home or any part of the home.
9. The tenant, any member of the tenant's household, or any guest or other person who has been permitted to be on the premises by the tenant fails to use any electrical, plumbing, sanitary, heating, ventilating, air-conditioning or other facilities or appurtenances in a reasonable manner.
10. The tenant, any member of the tenant's household, or any guest or other person who has been permitted to be on the premises by the tenant engages in any activity:
  - a. That threatens the health or safety of any other person while on or near the tenant's premises. Such persons shall include but are not limited to persons who themselves are members of the tenant's household, persons residing in the vicinity of the premises of the tenant, and employees of the NPTHA.
  - b. That threatens the peaceful enjoyment of their premises by persons residing in the vicinity of the tenant, including the discharge of a firearm in a cluster site of the NPTHA.
  - c. That is criminal activity (including drug-related criminal activity) on or off the premises. It is not necessary that there be a criminal conviction or pending criminal proceedings in order for such activity to be considered as a breach of this agreement.
11. The tenant maintains or allows any condition which threatens the health or safety of persons who are members of the tenant's household, persons residing in the vicinity of the tenant or any member of the public.
12. The tenant fails to provide needed repairs or necessary maintenance to the home or fails to keep and use the home in a clean and safe condition.

13. The tenant fails or refuses to comply with or perform any other terms or condition of this agreement.
14. The tenant fails to comply with the policies and the rules and regulations of the NPTHA as now in effect or as hereafter amended.
15. The tenant fails to comply with or abide by any agreement entered into between the NPTHA and the tenant for the tenant to cure a breach or default under the applicable Use & Occupancy Agreement and/or the applicable policies, or fails to comply with or abide by an decision on an appeal filed by the tenant in which terms or conditions are imposed on the tenant for the cure of a breach or default under the applicable Use & Occupancy Agreement and the applicable policies.
16. Unless the tenant has sought the assistance of the Tribal Police and/or the Tribal Court in having a person removed from the premises, and the tenant has fully cooperated with the Tribal Police and/or the Tribal Court in having such person removed from the premises, the tenant agrees that any such person may be considered to be a “guest or other person who has been permitted to be on the premises by the tenant.”

### **Section 33: NOTICES**

Any notices or demand to be given, served, or made shall be validly and sufficiently given, served, or made, if from the NPTHA to the tenant, if the same is deposited in the United States mail, by certified mail, return receipt, postage prepaid, addressed to the tenant as listed on the lease agreement; and, if from the tenant to the NPTHA, if the same is deposited in the United States Mail, by certified mail, return receipt, postage prepaid, addressed to the NPTHA at: P.O. Box 188, Lapwai, ID 83540. The service of such notice shall be deemed complete by the said deposit thereof in the United States Mail as aforesaid. Either party may, by notice to the other in writing, designate a different place to which notices shall be sent.

### **Section 34: WAIVERS**

No waiver by the NPTHA of any term, covenant, or condition of these policies shall be construed as a continuing waiver thereof, nor a waiver of any other term, covenant, or condition of this policy. Each and every default on the part of the tenant shall be considered a separate and a new breach of the policy, irrespective of whether or not other defaults exist at that time.

The Executive Director will have the authority to waive this policy as it relates to compensating factors.

### **Section 35: MODIFICATION**

Modification of the Admissions & Occupancy Policy is subject to approval by the Board of Commissioners. Matters incorporated in the Policy by reference shall be publicly posted in a conspicuous manner in the NPTHA’s office and a copy shall be furnished to the tenant on request. If such schedules, rules and regulations are modified, the NPTHA shall give at least 30-days written notice to each affected tenant through a mass mailing setting forth the proposed modification, the reasons therefore, and provide the tenant an opportunity to present written

comments which shall be considered by the NPTHA prior to the effective date of the proposed modification.

### **Section 36: NUMBER AND GENDER**

Whenever used throughout this policy, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.