

**LOWER BRULE
HOUSING AUTHORITY**

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**MUTUAL HELP AND
LOW RENTAL PROGRAM
ADMISSIONS AND OCCUPANCY POLICY**

LBHA ADMISSIONS AND OCCUPANCY POLICY
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LBHA ADMISSIONS AND OCCUPANCY POLICY

SECTION I: GENERAL PROVISIONS

- A. Purpose of Policy.** To incorporate the full meaning of occupancy as outlined in 24 CFR 1000 paragraphs 1000.124, 1000.128, 1000.130 and 1000.132 regarding tenant and homebuyer re-certification process. The Lower Brule Housing Authority's (LBHA) Admissions and Occupancy Policy provides guidelines that enable the LBHA staff to administer the programs consistently and fairly. Also, a clear understanding of these operations is vital to the functions of persons who carry out through these procedures, which must be adhered to at all times. Continued occupancy policies insure that residents of the project remain eligible for occupancy and are responsible members of the Lower Brule Sioux Tribal community.
- B. Programs.** Mutual Help Homeownership Program, in which the Homebuyer enters into a lease with option to purchase, known as the Mutual Help and Occupancy Agreement (MHOA) with the LBHA and the Low Rent Program, in which the Tenant enters into a Rental Agreement or Lease with the LBHA to rent a housing unit.
- C. Interpretation.** If any provision of the Admissions and Occupancy Policy conflicts with applicable federal regulations, the federal regulations shall prevail. If any provision of this policy conflicts with the MHOA or the Rental Agreement, the MHOA or Rental Agreement shall prevail. However, in all instances, the MHOA, the Rental Agreement, the regulations, and this Policy shall be construed to achieve consistency and to fulfill the overall program goals. Where necessary to explain a procedure graphically, a particular section may include a flow chart which depicts the procedure.
- D. Limitations.** It shall be the policy of the Lower Brule Housing Authority to provide eligible applicants from the Lower Brule Sioux Tribal community, with adequate housing as rapidly as possible, and to as many qualified applicants as possible. The provisions of low rent or mutual help housing operated or supervised by the Lower Brule Housing Authority, will only be limited by the availability of funds to finance new housing development, the urgency of housing needs for applicants, and the applicants income and payment ability.
- E. Distribution.** Copies of this Admissions and Occupancy Policy shall be distributed to each member of the Lower Brule Tribal Council, LBHA Board of Commissioners, and to the Lower Brule Police Dept. and shall be available upon request. A copy shall also be permanently posted at the LBHA office.
- F. Insurance.** All Mutual Help and Low Rent homes under the management of the Lower Brule Housing Authority shall be covered by Insurance.

SECTION 2: DEFINITIONS – FAMILIES AND DISABLED PERSONS

FAMILY

The term “family includes a family with or without children, an elderly family, a near-elderly family, a disabled family, and a single person.”

ELDERLY FAMILY

A family whose head of household or spouse or sole member is:

- a. At least 62 years; or
- b. Handicapped; or
- c. Disabled.

ELIGIBLE SINGLE PERSON

- a. Eligible to receive old age benefits under Title II of the Social Security Act; or
- b. A remaining member of a tenant family; in the event of death only. Remaining family member must be 21 years or older, must have income, must have been on the original lease document and must have been occupying the unit for a year or more.
- c. Displaced by government action or when a family dwelling has been extensively damaged and recognized as a federal disaster, (fire, tornado, or other natural disaster)

DISABLED PERSON

- (1) Has a disability as defined in section 223 of the Social Security Act.
- (2) Has a developmental disability as defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act.
- (3) Has a physical, mental, or emotional impairment which,
 - a. Is expected to be of long-continued and indefinite duration;
 - b. Substantially impedes his or her ability to live independently; and
 - c. Is of such a nature that such ability could be improved by more suitable housing conditions.
- (4) Has a disability as defined in 24 CFR 100.10.

FAMILY INCOME

For purposes for this section monthly income, as defined in 24 CFR 913.02.

RENT

- (1) The actual amount due, calculated on a monthly basis, under a lease or occupancy agreement between a family and the family’s current landlord.
- (2) In the case of utilities purchased directly by tenants from utility providers,
 - a. The IHA’s reasonable estimate of tenant purchased utilities (except telephone) and the other housing services that are normally included in rent,
 - b. If the family chooses, the average monthly payments that it actually made for these utilities and services for the most recent 12-month period, or if information is not obtainable for the entire period, for an appropriate recent period,

- c. For purposes of calculating rent under this paragraph, amounts paid to or on behalf of a family under any energy assistance program must be subtracted from the otherwise applicable rental amount, to the extent that they are not included in the family's income,
- d. In the case of an applicant who owns a manufactured home, but who rents the space upon which it is located, rent under this paragraph includes the monthly payment to amortize the purchase price of the home, as calculated in accordance with HUD's requirements, and
- e. In the case of members of a cooperative, rent under the paragraph means the charges under the occupancy agreement between the members and the cooperative.

SECTION 3: ELIGIBILITY FOR MUTUAL HELP AND LOW RENT HOUSING

In order to be eligible for Lower Brule Low Rent or Mutual Help assisted housing, applicants must meet the eligibility criteria related to family qualifications, income requirements and occupancy standards as described in this section.

For purposes of determining eligibility, the term "family" shall be interpreted to include the following:

1. A single person or a group of two or more persons related by blood, marriage, or operation of law. This includes foster children.
2. A single person who has attained retirement age as defined in Section 216(a) of the Social Security Act.
3. Person(s) whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized under federal disaster relief laws.
4. A single person who is disabled or has a physical impairment (as defined in Section 223 of the Social Security Act) which:
 - a. Is expected to be of long, continued, or indefinite duration; or
 - b. Substantially impedes their ability to live independently; or
 - c. Is of such a nature that their ability to live independently could be improved by more suitable housing conditions.
5. Elderly family is defined as a family whose head or spouse (or sole member) is a person who is an elderly, disabled or handicapped person. It may include two or more persons living together, or one or more such persons living with another person who is determined to be essential to their care or well being.
6. The definition of an eligible family, described in this section, does not exclude a person living by themselves during the temporary absence of a member of the family who will later live regularly as a part of the family.
7. An enrolled member of the Lower Brule Sioux Tribe.

In addition to meeting the eligibility criteria related to family qualifications, applicants must meet the following income requirements in order to be considered eligible for LBHA assisted housing

SECTION 4: INCOME LIMITS

A. MINIMUM INCOME LIMITS

There shall be no minimum income limits for applicants in order to be eligible for Low Rent or Mutual Help housing. However, the maximum income limits (income ceilings) not to be exceeded by the applicant’s adjusted income in order to be eligible for admission to Low Rent and Mutual Help Housing is provided below. The income limits have been established by the LBHA and approved by HUD.

B. SCHEDULE OF MAXIMUM INCOME LIMITS

For admission to Low Rental and Mutual Help Housing

The income limits will be based off of ONAP (Office of Native American Programs) Program Guidance for Income Limits under NAHASDA. This is always changing so an updated copy of the income limits program guidance will be posted in occupancy office.

SECTION 5: TENANT SELECTION

A. OCCUPANCY STANDARDS FOR APPLICANTS

To avoid overcrowding and prevent waste of space in rental units, dwellings are to be leased according to the following occupancy standards. However, in the event that applicants are unable to meet these occupancy standards, eligible families of the closest appropriate size will be assigned to the units. All possible efforts must be made to stimulate applications in order to fill these units with families that will meet the occupancy standards. In all cases, a family of the closest approximate size to the occupancy standards must be assigned to a unit of the proper size at the earliest possible date.

<u>Number of Bedrooms</u>	<u>Number of Persons</u>
0-1	1-2
2	2-4
3	4-6
4	6-8
5	8-10

When it is found that the size of a dwelling is no longer suitable for the family occupying the dwelling, so that these occupancy standards are not violated, the family will be transferred and required to move to a dwelling of appropriate size as soon as one becomes available.

The maximum number of persons stated in the occupancy standards, may be exceeded by one (1) so that an infant can share the parent’s bedroom

Dwellings should be assigned so that persons of opposite sex, other than husband and wife, will not occupy the same bedroom. This does not apply to minors under the age of six (6).

Dwellings should be assigned so that the living room is not used for sleeping purposes.

Every family member, regardless of age, is to be counted as a person in determining the appropriate family size for occupancy standards.

B. ADDITIONAL ELIGIBILITY REQUIREMENTS

Applicants will not be accepted until all required documentation is completed and in order. LBHA shall determine that an applicant is ineligible to receive housing services if

1. If the applicant is determined to be a detriment to the health, safety, or morals of their neighbors or the community.
2. If the applicant has or previously had an adverse influence upon sound family and community life.
3. If the applicant is or has been a source of danger to the peaceful occupancy of LBHA housing by other residents or cause damage to the premises or property of the LBHA.
4. If the applicant has an unsatisfactory previous record as a tenant or any other assisted housing project at this or any other Indian Housing Authority (IHA). Applicants who owe money at this or any other IHA will not be considered for admission. However, applicants who owe money to LBHA can correct this deficiency by paying their entire balance owed.

C. TENANT APPLICATIONS FOR ADMISSION

All applicants applying for admission to LBHA housing shall be required to fill out and mail or directly submit a written application, with all back up documentation, to the LBHA office to determine the eligibility and suitability of the applicant family.

It shall be the responsibility of the Tenant Account Technician or a designated assistant to provide any assistance required by applicants in filling out the application. A member of the LBHA office staff shall be responsible for receiving, recording, and processing all applications for admission.

Applications for admission into LBHA housing are to be taken from ALL applicants, regardless of the number of applicants on file. In cases where applicants are ruled ineligible for admission, a copy of their application for admission shall be retained in the LBHA files for a period of at least 24 months.

If an applicant is applying for admission to Mutual Help housing, then the application shall specifically state this interest in an application form prepared specifically for LBHA Mutual Help housing. An applicant on a LBHA waiting list, or a tenant residing in LBHA Low Rent housing and wishing to apply for admission to Mutual Help housing, shall be required to submit an application and not owe any monies to the Lower Brule Housing Authority at the time of application being submitted. In the case of residents currently residing in an LBHA rental unit

and applying for Mutual Help housing application for Mutual Help housing will in no way affect his or her status as a resident of rental housing.

As each application is received, it shall be included in a file established for each applicant. The date and time of receipt of the application shall be recorded on the application for the purposes of assigning the applicant to a waiting list, if he/she is eligible for admission. Subsequent preferences from the waiting list are determined by the date and time of the earliest application submitted.

NOTE: APPLICANTS THAT HAVE SOLD THEIR MUTUAL HELP HOME WILL NOT BE ELIGIBLE FOR LOW RENTAL AND/OR MUTUAL HELP WAITING LIST FOR A PERIOD OF TEN (10) YEARS.

As part of the procedures to be followed in applying for admission or continued occupancy, the applicant must provide evidence in support of the family's statement of income, family size, background, and current housing conditions. This information is required in order to determine the applicant's eligibility for rental housing, rent payments, size of dwelling unit required, and the preference rating to guide the selection and assignment of tenants to available units if the applicant is determined to be eligible.

The signature of the applicant on the application for admission attests to the accuracy of the information provided in the application. However, the LBHA can and should require that the applicants supply documents that support statements made on the application. Documentation required with application is the following:

1. Copy of Tribal enrollment for the head of household, copies of others on application may be requested.
2. Copies of birth certificates for all on application.
3. Copies of social security cards for all on application.
4. In some cases, proof of custody (court ordered) will need to be provide. (visitation does not qualify)
5. Copies of current income for all.

Affidavits and documentary evidence to be provided to support the applicant's statement of income may include:

1. Veterans Administration Income
2. Social Security Income
3. Statement from applicant's employer verifying employment
4. Welfare income, verified by welfare agency
5. Serviceman's income, verified by military authorities
6. Affidavits in evidence of child care expenses
7. Affidavits in evidence of alimony payments
8. Proof of marital separation

9. Verification from medical authorities verifying medical expenses
10. Verification of debt payments
11. Character references

The Tenant Account Technician shall be responsible for verifying all documentation and verify that the family is income eligible to receive housing assistance from LBHA. The Tenant Account Technician is also responsible for seeing to it that any affidavits and statements of evidence submitted by an applicant are kept along with the application. This responsibility may be assigned to a staff member who may also be assigned the responsibility for verifying the accuracy of the evidence by contacting the agencies and persons providing the evidence submitted by the applicant. The staff member may also assist in the verification of evidence by contacting agencies and persons, home visits to the applicant's residence, and investigation of the applicant's character and background.

The Tenant Account Technician is responsible for seeing to it that applicants who have been certified as eligible for admission are notified promptly, in writing, of their eligibility. This responsibility may be assigned to a designated staff member who is also responsible for maintaining a list of eligible occupants and a waiting list of eligible applicants.

Applicants who are determined to be ineligible for admission for one reason or another should be promptly notified of their ineligibility in writing. The written notice should explain the reasons for the applicant's ineligibility

A determination of ineligibility does not restrict the applicant from reapplying at a later date, should his or her status or condition change. Applications from applicants who are determined to be ineligible will be retained in the Lower Brule Housing Authority's occupancy dept. files for a period of 24 months.

NOTE: This procedure applies to applicants for both Low Rent and Mutual Help housing.

Tenant selection refers to the selection of eligible applicants for Low Rent or Mutual Help housing for the purpose of assigning the applicant to an available dwelling unit that is suitable to the applicant's needs.

In selecting applicants who have been determined as eligible for Lower Brule Housing Authority Low Rental or Mutual Help housing, the opportunity to lease and occupy Lower Brule Housing Authority Low Rental housing or to participate in the Mutual Help homebuyer's program shall not be denied or influenced because the applicant's income is derived in whole or in part from public assistance.

All applicants selected for admission to the Lower Brule Housing Authority Low Rental or Mutual Help housing program must be included on an eligibility list, which names eligible applicants waiting to be assigned to dwelling units that meet the applicant's particular housing needs, as they become available. Separate eligibility lists shall be kept for applicants seeking Low Rental and Mutual Help housing.

The assignment of eligible applicants to a position on the waiting lists shall be based on the date and time that the application was received. In selecting tenants from the waiting lists, the selected tenant shall be the applicant whose name is at the top of the waiting list for a Low

Rental unit. Also, applicants are allowed to trade places on the list with another applicant, with the same bedroom size up to 2 times only.

If the verified data used in determining an applicant's eligibility, preference rating, and rent or house payment are not more than one (1) month old at the time the applicant is selected for admission, and the applicant states that no change has occurred in his/her status, then the information will be considered as reflecting the applicant's status at the time of admission. If the information is between one (1) and three (3) months old at the time of admission, the applicant must attest to any changes that may have occurred in his/her status that may affect his/her eligibility, preference rating, rent or house payment, and the size of the required dwelling unit. Any changes must be re-verified. If the information on file is more than three (3) months old at the time of selection for admission, then all information on the file must be re-verified and recorded in the applicant's file, at the time of admission.

NOTE: Verification is also necessary for applicants applying for continued occupancy of LBHA low rental housing.

Following verification of the information submitted by the applicant along with his or her application, the Occupancy Dept. is responsible for certifying that the LBHA has determined that the applicant and his/her family meet all of the conditions governing eligibility. The certification for eligible applicants must be included with the applicant's records, to be maintained by the LBHA.

D. TENANT SELECTION REQUIREMENTS

The following steps are involved in selecting and assigning eligible applicants to Low Rent or Mutual Help housing.

1. The Tenant Account Technician and his/her Staff must determine whether or not the applicant meets all of the eligibility criteria for admission to LBHA Low Rental and Mutual Help housing, depending on what type of housing the applicant is seeking. (See policies relating to Eligibility for Admission). The Tenant Account Technician recommends the applicants to be considered eligible for admission to LBHA housing programs.
2. The Occupancy Dept. must compute the rent payments and housing charges for applicants ruled eligible for admission, Mutual Help by LBHA's Board of Commissioners, and must also determine the size of the dwelling unit required to meet the needs of the eligible applicants. The verified information on the application provides the information required to make these determinations.
3. Eligible applicants are placed on eligibility lists for Low Rental or Mutual Help housing, depending on the type of housing sought by the applicant. The applicant is assigned a position on the waiting lists depending on date and time the applications were received, and order of preference. The eligible tenant is notified of his or her certification of eligibility.
4. As dwelling units become available, the Tenant Account Technician or a designated staff member is responsible for seeing to it that an eligible applicant is selected from the eligibility lists whose needs can be matched by the available unit. The tenant selected

from the eligibility list is the tenant whose name is at the top of the list for that particular type and size of unit.

5. The selected applicant must be promptly notified of the availability of the unit for which they applied. In the notification, the selected applicant is instructed to contact the LBHA office for the purpose of setting up an interview with a designated member of the LBHA staff. **Selected applicants will have approximately seven (7) working days upon their receipt of a certified letter to respond to the LBHA office. Also, certified letter will be sent to last known address. It is the responsibility of the applicant to provide current and updated address to the LBHA office.**
6. During the interview with the selected applicant, conducted by a designated LBHA staff member, the LBHA occupancy policies, tenant or homebuyer and housing charges are explained in detail. The applicant is also shown the dwelling unit that they would occupy so that they may formally accept or refuse the unit. If the applicant accepts the unit, he or she executes the lease agreement or Mutual Help contract. In the case of a rental, the selected tenant makes the initial payment of rent, meter deposit, and security deposit. In some cases, tenants may be allowed to work their security deposits off by cleaning of units. Steps are then taken to begin occupancy.
7. If the selected applicant does not show up for this interview or respond to the certified letter or does not provide a reasonable explanation for his/her absence within a reasonable period of time, the applicant will be taken off the waiting list. If the applicant refuses a unit then the applicant's name is placed at the bottom of the eligibility list and a refusal form will need to be done stating why. The next eligible applicant whose name is at the top of the eligibility list for that particular type and size of dwelling unit is then contacted. An applicant will have up to (3) three times to refuse a unit and go to the bottom of list. After that they will be taken completely off the list and have to re-apply.

The following breakdown identifies the order of preference for eligible applicants. It shall be followed when assigning the priorities used to guide the ranking and selection of eligible tenants who are on a waiting list for LBHA dwelling units of a given size.

It shall be the policy of the LBHA to show preference in tenant selection to the largest families within each of the following orders of preference, when LBHA dwelling units of adequate size are available to meet the housing needs of the families. This policy reflects the LBHA's intent to provide adequate housing as rapidly as possible and for as many eligible enrolled members of the Lower Brule Sioux Tribal community as LBHA funds will permit.

New housing rental units and available existing rental units shall be given to Very Low Income families under the following Native American preferences:

- a. Enrolled members of the Lower Brule Sioux Tribe.
- b. Other Native Americans inside the area not enrolled as members of the Tribe
- c. Non-Native Americans who live in the area that are providing essential services to the Tribe (Police Officers, etc.)
- d. All others, Mutual Help units shall be given first to Lower Income families who are enrolled members of the tribe.

Low Income Preference

Very low income families shall be given first priority over low income families.

A very low income family is a lower income family whose annual income does not exceed 50 percent of the median income for the area, as determined by HUD.

A low income family is a family whose annual income does not exceed 80 percent of the median income for the area, as determined by HUD.

Involuntarily Displaced Families:

Families are considered involuntarily displaced if displacement is caused by:

- A disaster, such as a fire or flood, not caused by the applicant, that results in an applicant's unit becoming uninhabitable.
- Activity carried on by an agency of the United States or by any state or local government body or agency in connection with code enforcement or a public improvement or development program. LBHA may also deny admission to the following: Applicants who are registered sex offenders.

Voluntarily Displaced Families that are not eligible:

- Applicants who have previously committed fraud against LBHA or another tribally or federally funded program.
- Applicants who failed to pay any previous debt to LBHA. The applicant can correct this deficiency by paying all amounts owed, but the entire debt must be paid before an applicant can become eligible.
- Applicants who have previously been evicted from or abandoned an LBHA unit within the past ten years.
- Applicants who have previously caused serious destruction to an LBHA unit.

SECTION 6:., NOTIFICATION, WAITING LISTS AND ASSIGNING OF UNITS

Notification of Applicants

A. Eligible Applicants. Each applicant determined to be eligible shall be notified in writing of eligibility determination.

B. Ineligible Applicants. Each applicant determined to be ineligible shall be promptly notified by the LBHA, in writing, of the reasons for the determination. This notice shall state his/her right, upon request within a reasonable time, to an informal hearing. For this purpose the LBHA may use a form letter, filling in appropriate information described in the preceding sentence

Waiting Lists and Assignment to Units

- A. A waiting list will be maintained by date and time of application. The waiting list will be sorted by bedroom size. Separate lists shall be maintained for the Mutual Help Homeownership Program, Low Rental, and Elderly/Disabled Persons. The selection of families from the waiting list will be consistent with the policy.
- B. A waiting list will be managed in accordance with the following:
 - I. 30% and 80% of median income
 - II. Type and size of unit
 - III. Elderly and Disabled Persons to be housed in units designed for their use.
 - IV. Federal and LBHA Preferences
 - V. Broad range of income
- C. The Lower Brule Housing Authority's Occupancy Dept. updates the pool of active applications, every two (2) years, by requiring all persons on the waiting list to respond to a mailing requesting all updated information. Failure of an applicant to respond within fourteen (14) days shall constitute grounds for removing the applicant from the waiting list. It is the responsibility of the applicant to provide the LBHA with a current and updated address. If an applicant is removed from the waiting list, he/she must reapply in order to be considered. Trading places on the list, with same bedroom size is allowed up to 2 times only.
- D. The Lower Brule Housing Authority's Occupancy Dept. will maintain a record of the units offered, including location, date and circumstances of each one offered, and each rejection or acceptance. The Lower Brule Housing Authority's Occupancy Dept. will document the reason for any rejection.

Interviewing the Applicant

1. The first eligible applicant on the waiting list should be notified, by certified letter, to attend an interview with the LBHA Occupancy Dept. staff member.
2. The applicant should arrive for the interview, be given an opportunity to ask questions about LBHA housing, and be given an explanation of the general obligations and responsibilities of becoming a tenant.
3. If the LBHA staff member locates a problem with the applicant, the interview should be terminated, the eligibility information rechecked, and the problem resolved.
4. The unit should be shown to the applicant and if he/she does not find the unit acceptable, a unit refusal form should be signed and the applicant will go to the bottom of the list. The applicant should be told that only three opportunities are offered, and if they refuse all three, they will be removed from the eligible waiting list and will have to reapply at a later date.
5. If the applicant wants the unit, a move in form should be signed and the details of the lease and all other paperwork should be explained thoroughly, the lease signed, and the rent and security deposit collected.

The following items will be covered in the explanation.

- a. Rent payment

- (1) Amount of rent
 - (2) Due date
 - (3) Reexamination and retroactive rent
 - (4) Rent changes and interim or temporary rent
 - (5) Rent extension procedures
- b. Other charges
- (1) Excess utilities
 - (2) Damage charges
 - (3) Maintenance charges
- c. Other responsibilities
- (1) Repair procedures
 - (2) Reporting of occupancy changes
 - (3) Housekeeping
 - (4) Not to sublet or assign unit or accommodate boarders or lodgers
 - (5) Pets
 - (6) Absence from the unit
- d. Management obligations and responsibilities
- e. Other procedures
- (1) Emergency
 - (2) Grievance
 - (3) Lease termination
 - (4) Move-out

Once a tenant moves out or a unit becomes vacant, the Occupancy Dept. looks at the waiting list and sends a certified letter out to the first applicant on the list for that bedroom/family size unit. The applicant has seven (7) working days to respond. If no response, then the Occupancy Dept. goes to the next person on the list for that bedroom/family size unit. Meanwhile, Maintenance inspects the vacant unit and reports to the Occupancy department if the unit has extensive damages or not. If there is damage, the Maintenance Dept. will do needed repairs to the unit. Once the unit is ready, someone is hired to clean the unit. After the unit is cleaned and inspected, the keys are handed over to the Occupancy Dept. The Tenant Account Technician sends the applicant written notification of an interview date and time. An Occupancy Dept. staff member and a crew member from the Maintenance dept. will accompany the applicant to the unit on the interview date.

Once the applicant has viewed the unit, the applicant has the option to accept or refuse the unit. In case of refusal, a refusal form needs to be signed by applicant stating reasons for refusal. Applicant will be informed that once he/she refuses unit they will go to bottom of the waiting

list. He/she has the option to refuse unit up to three (3) times after that their name will come off of waiting list and they will have to reapply at a later date.

If applicant accepts the unit then the applicant will sign a move-in inspection form and proceed with the paperwork at the housing office. The Tenant Account Technician or a designated staff member will sit down with applicant and go over the lease agreement, preventive maintenance handbook, and other policies. Also, the first month's rent, meter deposit, and security deposit will be paid at this time. Keys to the unit shall not be released to the tenant until such time as all the appropriate documents have been completed and submitted.

SECTION 7: COMPUTATION OF LOW RENT PAYMENTS

Adjusted Income for Eligibility

Eligibility applies to applicants whose adjusted income, as defined in the following pages less an exemption of all amounts paid by the U.S. government for disability or death that has occurred in connection with military service, does not exceed the applicable income limits for admission approved by HUD and adopted by LBHA, described in the following pages. Pursuant to 24 CFR Part 1000.124 and 1000.130, no rent payments shall exceed 30 percent of the adjusted family income unless the tenant is non low-income.

- A. "Adjusted Income" means annual income less the deductions specified in the following listing, and those deductions anticipated during the twelve-month period for which the applicant's estimated income is being computed. The following deductions, subtracted from the applicant's annual income to compute adjusted income, apply to all families.
1. An amount equal to \$480 for each dependent.
 2. \$400 elderly or disabled family deduction if the head, co-head or spouse is age 62 or older, or a person with disabilities.
 3. Medical expenses in excess of three percent of annual income for an elderly or disabled family.
 4. Child Care Expenses: Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to be gainfully employed or to further his or her education. The amount deducted shall reflect reasonable charges for child care and, in the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment.
 5. Excessive Travel Expense: Not to exceed \$25.00 per family per week for employment or education.

*** NOTE: Those deductions that apply to an applicant are deducted from the applicant's "Annual Income" in order to compute "Adjusted Income" for the applicant. "Annual Income" is defined in the following pages. This section also**

includes income limits not to be exceeded by the applicant's "Adjusted Income" in order to be eligible for LBHA assisted housing.

- B. "Annual Income" is the anticipated total income from all sources received by the family head and spouse (even if temporarily absent) and by each additional member of the family, including all net income derived from assets, for the 12 month period following the effective date of initial determination or reexamination of income, exclusive of income that is temporary, nonrecurring or sporadic as defined in paragraph © of this section, and exclusive of certain other types of income specified in paragraph (D) of this section.

6. Income includes, but is not limited to:

- a. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
- b. The net income from operation of a business or profession (for this purpose, expenditures for business expansion or amortization of capital indebtedness and an allowance for depreciation of capital assets shall not be deducted to determine the net income from a business);
- c. Interest, dividends, and other net income of any kind from real or personal property (for this purpose, expenditures for amortization of capital indebtedness and an allowance for depreciation of capital assets shall not be deducted to determine the net income from real or personal property). Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD;
- d. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including a lump-sum payment for the delayed start of a periodic payment;
- e. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (but see paragraph (C) (3) of this section);
- f. Welfare Assistance: If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, that amount of welfare assistance income to be included as income shall consist of:
 1. The amount of the allowance or grant, exclusive of the amount specifically designated for shelter or utilities, plus
 2. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's

welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage;

- g. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling;
- h. All regular pay, special pay and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is head of the family, spouse, or other person whose dependents are residing in the unit (but see paragraph (c) (5) of this section); and,
- i. Any earned income tax credit to the extent it exceeds income tax liability.

7. Annual income does not include such temporary, non-recurring or sporadic income as the following:

- a. Casual, sporadic or irregular gifts;
- b. Amounts that are specifically for, or in reimbursement of, the cost of medical expenses;
- c. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (but see paragraph (b) (5) of this section);
- d. Amounts of educational scholarships paid directly to the student or to the educational institution, and amounts paid by the government to a veteran, for use in meeting the costs of tuition, fees, books and equipment. Any amounts of such scholarships, or payments to veterans, not used for the above purposes that are available for subsistence are to be included in income; and,
- e. The hazardous duty pay to a family member in the Armed Forces away from home and exposed to hostile fire;
- f. Income from employment of children (including foster children) under the age of 18 years;
- g. Payments received for the care of foster children;
- h. Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the 1937 Act. The following types of income are subject to such exclusion:

1. Relocation payments made under title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4621-4638);
 2. The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977 (7 U.S.C. 2011-2029);
 3. Payments to volunteers under the Domestic Volunteer Service Act of 1973 (42 U.S.C. 4951-4993);
 4. Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626 (a));
 5. Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459c);
 6. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8621-8629)';
 7. Payments received from the Job Training Partnership Act (29 U.S.C. 1552 (b));
 8. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Stat. 2503-2504); and,
 9. The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims (25 U.S.C. 1407-1408), or from funds held in trust for an Indian Tribe by the Secretary of Interior (258 U.S.C. 117).
 10. Programs under Title V of the older American Act of 1965: the income generated should be excluded such as GREEN THUMB, AARP, NATIONAL INDIAN COUNCIL, U.S. DEPT. OF AGRICULTURE-FOREST SERVICE.
- C. If it is not feasible to anticipate a level of income over a twelve month period, the income anticipated for a shorter period may be annualized, subject to a re-determination at the end of the shorter period.

D. Utility Allowances

Method for determining the allowance: Utility allowances will be established for all tenants. The utility allowances will apply to the following:

- i. Space heating
- j. Lights and cooking and other electrical or gas uses to maintain home
- k. Water or well maintenance
- l. Sewer or septic maintenance
- m. Other utility costs applicable to maintain the home

Utility allowances do not apply to telephones. Garbage removal for Low-Rent units is paid by the tenant. Garbage removal for Homeownership units is allowable as a utility allowance. Utility allowances will be based on normal consumption established by project by quarter as determined by HUD. The consumption amount for each year will be divided by twelve months to arrive at a monthly amount; the monthly amount will be multiplied by the current rate to arrive at the dollar amount. The utility allowance will be automatically adjusted for changes in rate, to be effective on the first of the month that the utility rate increases.

Flat rate utility allowances will apply where the utility company charges a flat rate. Cost of maintenance of wells and septic systems will be based on the current rates and will not include extraordinary maintenance items. The annual cost will be divided by twelve to arrive at the monthly cost.

SECTION 8: LOW RENT LEASE AGREEMENT

General Explanation of the Lease Agreement

A lease agreement must be signed by each tenant family and the LBHA to serve as a formal, written understanding of the obligations and responsibilities of each party. The lease agreement should be kept current at all times and should reflect any changes in rent, security deposits, and the conditions governing occupancy.

The lease will be explained completely before it is signed by the new tenant. A thorough explanation, in simple terms, may prevent future problems about the obligations and responsibilities of the tenant and the LBHA. A staff member from the Occupancy Dept. and the Maintenance Dept. will meet with each applicant at the time of unit assignment.

Execution of Lease Agreement

The Head of Household is required to sign the lease. Both the tenant and the designated Lower Brule Housing Authority official must sign the lease. One signed copy is to be put in the tenant's permanent file.

If the signer of the lease is married and living with their spouse, both husband and wife should sign the lease. Only married couples can be co-heads of lease.

If the remaining tenant is non-enrolled member, they will be allowed to stay in unit only if they were on original lease at time of move-in. A non-enrolled parent with enrolled children can reside in unit if the enrolled parent leaves. Proof of child custody will need be provide. But only until the enrolled child has turned (21) twenty one years and unit will be turned over to them.

The Head of household may certify and is authorized to sign for all individuals, family members, and (18) eighteen years and older in the household.

Security Deposits

The new tenant is required to pay the security deposit in full at the lease signing, expect in cases of hardship. The tenant may be allowed to clean the unit to help pay security deposit. The security deposit is kept on account to cover the loss of removable articles, damage to property

(except reasonable wear and tear), non-payment of rent, or any other unpaid charge that is the responsibility of the tenant.

If, after the tenant has lived in the unit, it is determined by the manager that a higher security deposit should be charged (based on the tenant's record) a higher deposit may be required.

The security deposit is set as follows:

1. Families - \$250.00
2. Elderly families in elderly units - \$250 (Elderly units are units of 0 to 2 bedrooms with no minor occupants.)
3. Applicants must pay security deposits required for utilities.

The security deposit will be returned at the time of move-out, after inspection of the unit and computation of all outstanding charges has been completed. The resident has the right to be present during the move-out inspection. If the unit has sustained tenant abuse damages, then a damage report will be done and the damages will be charged to the tenants A/R. The tenant will not be eligible for a unit again until their A/R is paid.

SECTION 9: RENTAL LEASE VIOLATIONS & RENTAL LEASE TERMINATION

Lease Cancellation: A Rental Lease may be cancelled as follows:

- a. If a resident family transfers to a different dwelling in the same or another low-rent project operated by LBHA, the existing lease is to be cancelled and a new lease signed for the new dwelling.
- b. If, at any time during the life of the lease agreement, the resident's status changes, resulting in changing or amending the lease, or the LBHA desires to waive any provision with respect to the resident, the LBHA may cancel the existing lease and execute a new lease, or attach an addendum or rider to the existing lease.
- c. If, for any reason, the signer of the lease ceases to be a member of the family, the lease is to be voided and a new lease executed if there is a remaining member of the family who meets the requirements. Requirements include being over the age of 21 yrs., must have been on the original lease, must be an enrolled member of the Lower Brule Sioux Tribe, must have been occupying the unit for one (1) or more years with the original tenant, and must meet all other eligibility requirements, including income, described in this policy. If no member is qualified to sign, the lease must be voided and the family required to vacate.
- d. The resident may also cancel the lease, by giving the appropriate notice, as stated in LBHA's lease.

Lease Requirements and Continued Occupancy. To continue living in LBHA housing, residents must live up to their lease obligations and the rules and regulations of the LBHA. The Tenant Account Technician may use some discretion when enforcing the terms of the lease. However, LBHA shall notify the resident when there has been a violation of the lease. If the

Resident fails to correct the lease violation within a specific period of time, LBHA may determine to terminate the lease.

Reasons for Lease Termination. LBHA may terminate a lease for the following:

- A. Failure to pay rent or other charges such as utilities, special services, damage or maintenance charges, retroactive rent or failure to abide by a payment agreement. Care, Maintenance, Damage and Repair
- B. The resident must keep his/her unit in a safe and sanitary condition. The Counselor will make periodic inspections of all units to check how clean tenants are keeping their units. The following rating system should be used in judging proper housekeeping:
 - a. Acceptable – No lease violation; unit is in a condition at least average in comparison to the other units in the project.
 - b. Acceptable, But Poor – No more than one or two minor lease violations and less acceptable than an average apartment, with room for improvement.
 - c. Unacceptable – in violation of several provisions of the lease or one major provision of the lease.
 - i. Housekeeping responsibilities include:
 - ii. Normal care of the dwelling and any common elements of the property (stairs, hallways, yard, etc.).
 - iii. Keeping dwelling clean and sanitary.
 - iv. Properly disposing of trash and garbage.
 - v. Taking proper care of appliances and equipment.
 - vi. Not allowing any family member or guest to damage the dwelling.
 - vii. Not littering or damaging any common elements of the project.
 - viii. Pest Control: failure to comply when sign up for services.
 - ix. The resident must report needed repairs and unsafe conditions in common areas.
 - x. The resident should not display any signs or make any alterations or repairs without the written consent of the LBHA.
- C. Failure to report any change in family composition or income, or refusal to submit to annual or interim re-certifications of annual income and adjusted family income. This includes failure to submit needed documentation for file. *For example: birth certificates, social security cards, etc...*
- D. Providing misinformation at re-certification.
- E. Using a unit for any purpose other than a private dwelling.
- F. When the resident, a member of the resident's household, a guest, or an invitee has engaged in conduct or behavior that threatens the health or safety of, or right to peaceful

enjoyment of the premises by other residents or employees of the owner or manager of the housing.

- G. When the resident, a member of the resident's household, a guest or an invitee has engaged in conduct or behavior that threatens the health or safety of, or right to peaceful enjoyment of their premises by, persons residing in the immediate vicinity of the premises.
- H. When the resident, a member of the resident's household, a guest or an invitee has engaged in criminal activity (including drug-related criminal activity) on or off the premises.
 - i. Drug Convictions
 - ii. Sexual felony or sex offender list
 - iii. Commission of a criminal act at or away from the home that brings discredit and embarrassment to the project community.
- I. When the resident, a member of the resident's household, a guest or an invitee has engaged in any activity, legal or illegal, which would impair the physical or social environment of the project.
- J. Failure to comply with inspections.
- K. No loud parties or noisy activities in unit, or in any manner create any disturbances, which would cause annoyance of, discomfort, or damage to other tenants in the community.
- L. Junk vehicles in yard longer than thirty (30) days.
- M. Severe damages to LBHA unit/property exceeding \$1500.00.
- N. Not residing in the unit for a period of more than fourteen (14) days. See section 18 for additional information on abandonment.
- O. Failure or refusal to transfer to an available unit.
- P. Subletting or assigning the lease to unauthorized occupant.
- Q. Failure to comply with LBHA's policies or the Lower Brule Sioux Tribe Ordinance on dogs, pets, or animals.
- R. Any other noncompliance or lease violations deemed as noncompliance, with the Lease or LBHA policies.

Lease Violations with Opportunity to Cure.

In most cases, LNHA may utilize this process when addressing curable lease violations.

- A. First (1st) certified letter of warning will be sent out to the tenant of the lease violation(s). and giving the tenant a specified period of time to correct the lease violation(s):
 - a. LBHA maintains the discretion to determine how much time to give a tenant to correct a lease violation(s), depending upon the nature of the violation(s).

- b. Pest control violations will be sent first (1) letter of warning and after that, if tenant wants pest control services they will have to pay a \$10.00 fee.
- B. Second (2nd) certified letter of warning will be sent out if tenant still has not complied with first letter within the timeframe requested by LBHA.
- C. Third (3rd) and Final certified letter of warning will be sent out if tenant still has not complied and a home visit and/or inspection will be done.
- D. If the tenant still fails to comply, after receiving three letters of warning, they will be sent a certified letter informing them that they are now set on High Risk Status. This status will be for a period of (12) months. During this period, the tenant will be subject to random home visits and safety inspections of the unit. Also, depending on the lease violation a tenant may be subject to a restraining order being put on their door.
- E. After the (12) month period is over, the Occupancy Dept. will evaluate the tenant's situation.
- F. If tenant has complied by the time the (12) month period is over then the tenant will be taken off high risk status. If the tenant still has not complied by the end of the (12) month period, the Lower Brule Housing Authority's Occupancy Dept. will then start the eviction proceedings.

Lease Violations with No Cure.

In some serious situation involving severe threats to persons, communities, or property, LBHA may determine that a tenant's lease should be terminated without an opportunity to cure the lease violations. In those serious situations, LBHA shall immediately initiate Lease Termination as described below.

Lease Termination

- A. LBHA shall initiate termination of a lease by giving the tenant a written Notice of Termination. The Notice shall contain the following:
 - a. The reason(s) for the termination.
 - b. That the tenant's right to request in writing an administrative appeal before the Executive Director and the Occupancy Team within seven (7) days of the date of the Notice of Termination.
 - c. That the lease shall terminate in accordance with the lease provisions unless expedited termination procedures are necessary.
 - d. That the tenant has the right to examine and copy (at a cost to the tenant) before any hearing, all relevant documents or regulations of LBHA that are directly related to the termination.
 - e. That the tenant has a right to be represented or accompanied by a person of their choice.
- B. LBHA shall serve the notice:
 - a. Personally to the tenant.

- b. Personally to any person over 14 years of age in the premise, or
 - c. Personally to an adult agent or employee of the tenant.
- C. If the notice cannot be given by means of personal delivery or the tenant cannot be found after one attempt, the notice may be delivered by means of:
- a. Certified mail, return receipt requested, at the last known address of the landlord or tenant, or
 - b. Securely taping a copy of the notice to the main entry door of the premises in such a manner that it is not likely to blow away, and by posting a copy of the notice in some public place near the premises, including a tribal office, public store or other commonly-frequented place.
- D. LBHA must keep a copy of the notice and the proof of service shall be documented.
- E. If LBHA's final decision is to terminate the lease, but the tenant will not vacate the premises by the date of termination, LBHA may file an eviction action in the Lower Brule Sioux Tribe Court.
- F. If LBHA's final decision is to terminate the lease, and tenant has failed to pay to LBHA any delinquent amounts, or other charges, LBHA may file a compliant with the Lower Brule Sioux Tribe Court to recover amounts due. This action may be taken with the eviction compliant or separately.

SECTION 10: MUTUAL HELP CONTRACT OBLIGATION

General Explanation of Mutual Help & Occupancy Agreement

Because of the greater responsibilities and the long term commitment of participants in the Mutual Help program, it is extremely important that the homebuyer understands and is able to carry out the responsibilities stated in the Mutual Help and Occupancy Agreement. This agreement must be signed by both the LBHA and the homebuyer. A signed copy shall be given to the homebuyer and the LBHA shall keep the original signed copy.

General Obligations of Mutual Help and Occupancy Agreement

1. The homebuyer has the following obligations:
 - a. Maintains the house and grounds to the satisfaction of the LBHA.
 - b. Pay all the utility charges attributable to the home.
 - c. Pay the monthly administration charge (for expenses and insurance.)
 - d. Make equity payments (based on income and assets) – required or voluntary.
 - e. Report to the LBHA if at any time he/she is unable to perform necessary maintenance.
 - f. Allow officials, employees or agents of the LBHA to inspect his/her house and grounds every year.

- g. Give the LBHA signed statements about all necessary information with regard to income, assets and family members.
 - h. Subleasing prohibited.
 - i. Use his/her house and grounds for residential purposes only.
 - j. If the homebuyer wants to terminate the Mutual Help and Occupancy Agreement, he/she must give the LBHA written notice.
 - k. If the homebuyer wants to renovate or make any structural changes or additions to his/her house or on his/her grounds, he/she may do so only with the written consent of the Lower Brule Housing Authority due to insurance requirements.
2. The homebuyer shall be eligible for LBHA financing when the Authority determines that the homebuyer can do the following:
- a. Pay the amount necessary for settlement costs and the initial payment for fire and extended coverage insurance carried on the home after conveyance. (These amount may be paid by application of balances in the homebuyers reserves or accounts.)
 - b. The homebuyer's income has reached the level and is likely to continue at such level, at which 15% of the adjusted income is at least equal to the sum of the monthly debt service amount shown on the purchase price schedule and the LBHA estimates, approved by HUD, of the following monthly payments and allowances:
 - 1. Payment of fire and extended coverage insurance.
 - 2. Payment for taxes and special assessments if any;
 - 3. The IHA mortgage service charge.
 - 4. Amount necessary for maintenance of the home; and
 - 5. Amount necessary for utilities of the home.
 - c. If LBHA financing is utilized, the homebuyer shall execute and deliver a promissory note and mortgage. The mortgage shall be a first lien on the property shall be recorded by the LBHA, and shall secure performance of all the terms and conditions of the promissory note. The principal amount of the promissory note shall be equal to the unpaid balance of the purchase price of the home. The Lower Brule Housing Authority will provide full coverage insurance for homes under the management of LBHA. Once conveyance of a unit occurs, it will be the homebuyers responsibility to obtain insurance.

SECTION 11: MUTUAL HELP PAYMENT SCHEDULE

Homebuyer payments will be based on 15% of the families adjusted income, less a utility allowance, or the administrative charge, which ever is higher.

- A. A monthly payment is required of each participant according to the Mutual Help and Occupancy Agreement. The amount of the monthly payment is based on the income

of Mutual Help participant and the schedule of payments adopted by the LBHA and approved by HUD.

- B. The monthly payment will be applied toward the monthly administrative charge and the participant's equity on his/her house. This amount is due the first of each month.
- C. The method of collecting the monthly payment is explained under "Collection and Eviction, Rent/House Payment Collection, House Payment" in this manual.
- D. Changes in rent payments may occur after a reexamination. These changes in rent will be retroactive to the date of the change in the family or income. If a tenant family has financial problems, they should notify the LBHA staff immediately to avoid a crisis situation. The LBHA staff may give budget counseling or make a rent adjustment if the income has changed.

SECTION 12: TERMINATION OF MUTUAL HELP AGREEMENT

Breach of Contract

1. If a homebuyer fails to comply with any of his/her obligations under the Mutual Help Occupancy Agreement, the LBHA may terminate the agreement. Breach of contract may consist of:
 - a. Misrepresentation or withholding of pertinent admission information.
 - b. Misrepresentation or withholding of information.
 - c. Failure to make Homebuyer payments.
 - d. Failure to comply with any requirements of the Mutual Help and Occupancy Agreement.
2. If the participant of the Mutual Help program has acquired ownership of the house, he/she has fulfilled the Mutual Help agreement and this section no longer applies.

Notice of Termination of a Mutual Help and Occupancy Agreement

The Notice must be in writing and must state:

1. The reason for termination.
2. That the homebuyer may respond to the LBHA in writing or in person.
3. That when responding to the Notice of Termination, the homebuyer may be accompanied by a representative of the tribal government, a lawyer, or other person of his choice.
4. The LBHA will advise the tribal government about the termination.
5. That if, within 30 days of the receipt of the notice of termination, the homebuyer shows evidence or gives assurance to the LBHA that he will remedy the breach and will carry out his/her further obligations of the Mutual Help agreement, the LBHA may cancel or extend the termination.

6. That, unless there is such a cancellation or extension, the lease term and the Mutual Help agreement shall terminate 30 days after the date of the receipt of the Notice of Termination.
7. The LBHA may modify the procedures concerning the homebuyer's response. The LBHA must allow the homebuyer a fair and reasonable opportunity to respond to the LBHA notice. All procedures shall comply with the Indian Civil Rights Act, Tribal and Federal law.

Termination of Mutual Help Occupancy Agreement by Homebuyer

1. The homebuyer must give the LBHA written notice.
2. The lease term and the Mutual Help agreement shall terminate on the 30th day after the date of receipt of such notice.
3. If the homebuyer vacates without giving written notice to the LBHA, the homebuyer is still subject to the provisions of the Mutual Help agreement and therefore must make monthly payments until the LBHA terminates the Mutual Help agreement in writing.
4. The disposition of funds shall be made according to the MHOA.

Succession of Mutual Help Home upon Death, Mental Incapacity or Abandonment

1. If a homebuyer dies, becomes mentally incapacitated, or abandons the home, the designated successor becomes the homebuyer. The successor must be a member of the homebuyer's family. The successor, however, must be willing and able to pay the administration charge.
2. If the successor does not meet the above stated requirements, the LBHA may designate.
3. If there is no qualified successor, the LBHA shall terminate the Mutual Help Agreement.

SECTION 13: CONTINUED OCCUPANCY – REEXAMINATIONS

THE CERTIFICATION PROCESS

To assure that Families participating in the Mutual Help Homeownership Program and the Low Rent Program meet the eligibility requirements for continued participation set forth in Section II, and that such Families are paying the appropriate Required Monthly Payment, Family composition and Income are to be periodically reexamined and re-determined in accordance with this Policy. Families are required to provide full cooperation in this process.

A. Procedure for Reexamination/Re-certifications

- 1. Personal Declaration.** The Head of Household shall complete a Personal Declaration form, and any additional required forms, prior to the reexamination, and shall provide the information required for the LBHA to determine Family composition and Annual Income.

2. Notice of Changes. At least thirty (30) days prior to the Re-certification date of the MHOA, Rental Agreement or the effective date of any changes in monthly payments, the Family will be notified in writing concerning its eligibility status, any changes in monthly payments, and any amounts owing as a result of mistake or inaction on the part of the Family.

3. False Information. Upon determination by the LBHA that data supplied by the Family is false, misleading, or contains a material omission, the LBHA may terminate the MHOA or Rental Agreement or adjust the Required Monthly Payment retroactively.

B. Annual Re-certification. Re-certifications for all families are to be conducted not less than once every (3) years for Low Rental, and as needed for Mutual Help as long as their employment remains the same and their monthly payment remains at the amortized rate.

1. Scheduling. A Notice to re-certify will be mailed to the Family at least (2) two weeks in advance of the re-cert date of the MHOA or Rental Agreement containing the following:

- a. A heading clearly identifying the letter as a Notice to Recertify;
- b. Language indicating that the Family has fourteen (14) days from the Notice's mailing date to submit a completed recertification form to the LBHA;
- c. The name, physical address, and telephone number of an LBHA contact representative who will be available to assist the Family with any questions, and to provide help in completing the recertification form;
- d. Language indicating that failure or refusal to comply will result in termination and eviction;
- e. A chart or list of the ceiling rent charges for each bedroom size;
- f. A signed statement by the person responsible for mailing the Notice to Recertify that certifies the Notice's mailing date; and
- g. The recertification form the Family is to complete and return to the LBHA.

2. Adjustments. After eligibility and Income have been determined, any adjustments in the Required Monthly Payment required by this Section shall be made.

3. Interim Reexamination. If warranted, determinations of eligibility and changes in Required Monthly Payment may be made between reviews, pursuant to this Section.

4. Income Presumed If Family Fails To Provide Information. If a Family's monthly payment cannot be determined due to failure or refusal to recertify eligibility or to supply information in a timely manner, the monthly payment will be calculated based on any reliable information available to the LBHA.

a. The LBHA contact representative may in his/her discretion upon a showing of extraordinary circumstances, such as extended hospitalization of a family member or a death in the family, extend the fourteen (14) day deadline for responding to the Notice to Recertify by a period not to exceed an additional fourteen (14) days. All extensions shall be documented in writing explaining the basis.

b. An increase in rent due to failure or refusal to provide information will take effect on the first day of the month following a minimum of thirty (30) days written notice to the Family. Notice shall be made on a Notice of Rent Adjustment form and contain a statement that the increase is due to a failure to comply with recertification requirements. The notice shall also state that the Tenant or Homebuyer may appeal the increase by filing a grievance in accordance with Section XV of this Policy.

c. If the Family fails or refuses to recertify after thirty (30) days of the increase in rent, they may be subject to eviction.

d. The Family will be deemed to have returned to compliance with recertification requirements upon the LBHA's receipt of a satisfactorily completed recertification form. A Notice of Rent Adjustment will be mailed to the Family.

5. Social Security Numbers. If a Family has added a new member to the Family who is at least six (6) years of age, or if any member of the Family who is at least six (6) years of age obtains a previously undisclosed Social Security number, or is assigned a new number, verification of this information must be provided at the next interim or scheduled reexamination. Family members having Social Security numbers but not providing documentation on or before the specified time, have sixty (60) days (120 days for members age 62 or over), to provide the documentation and, during that time, the Family will continue to receive assistance.

C. Special Reexaminations. If, at the time of admission to the program or reexamination, it is not possible to estimate Adjusted Income for the next period with reasonable accuracy because of (a) unemployment and no anticipated prospects of employment, or (b) conditions of employment or receipt of income is so unstable as to render inaccurate the usual and normal standards for determination, a special reexamination may be scheduled for a specified time depending upon the LBHA's estimate of the time required for the Family circumstances to stabilize.

1. **Continuance of Special Reexamination Process.** If, at the time of special reexamination, it is still not possible to make a reasonable estimate of Adjusted Income, special reexaminations may continue to be scheduled and conducted up until it is possible to make a reasonable estimate of Family Income.

2. **Income Patterns.** If, at the time of admission to the Mutual Help Homeownership Program or Low Rent Program or annual review, a Family is known to have a history of widely fluctuating income over the past year(s) as a result of fluctuating between employment and welfare or other assistance, special reexaminations are not required where such fluctuations show a pattern that is expected to continue.

3. **Projecting Income.** If, at the time of admission to the program, reexamination, or Special Reexamination, it is not possible to reasonably estimate Adjusted Income for the next period, the Family's rate of Income, based on the Income that the Family is expected to receive from the date of the current examination to the date of the next examination shall be projected for a twelve (12) month period even though it is anticipated that the Family's income may fluctuate substantially, and even though another Special Reexamination is scheduled. The monthly payment remains in effect until the next interim re-determination.

D. Interim Reexamination.

1. **Reporting Changes.** In addition to submitting information required at the time of special reexamination, Families shall report to the LBHA the following changes in Family circumstances, within thirty (30) days:

a. Changes affecting Family composition, such as loss or addition of any Family member through marriage, death, divorce, birth, adoption, or any other circumstances.

b. Changes affecting Income, such as increases or decreases in income as a result of changes in Family composition, employment, benefits, or any other reason.

2. **Procedure.** Upon receipt of a report of a change in Family composition or income, LBHA shall perform an interim re-determination of Adjusted Income as appropriate, and the monthly payment will be adjusted with written notice to the tenant as follows:

a. *Increases* in Required Monthly Payments between periodic reexaminations are effective thirty (30) days after the notice of increase is sent to the Homebuyer.

b. *Decreases* in Required Monthly Payments between period reexaminations are effective the first day of the month following the month during which the changed circumstance was verified.

E. Adjustment for Utility Allowances. At such other times as deemed appropriate, the LBHA shall determine whether there has been a substantial change in utility rates and whether an adjustment is required in the Utility Allowances. The LBHA shall use a Tenant's or Homebuyer's full Utility Allowance to calculate the monthly payment regardless of whether the full Utility Allowance exceeds the Tenant's monthly payment obligation. However, LBHA shall not reimburse a Tenant or Homebuyer for any difference between the full Utility Allowance and the monthly payment obligation nor credit any such difference to the Tenant's or Homebuyer's subsequent monthly payments.

1. **Notice of Adjustment.** If the LBHA determines that an adjustment should be made, affected Families will be given notice of the Utility Allowance revisions not less than sixty (60) days prior to the proposed effective date of such revisions. Families will be provided an opportunity to submit written comments during a period expiring not less than thirty (30) days prior to the proposed effective date of the allowance revisions.

2. **Effective Date of Change.** Changes in payments shall become effective the first day of the month following the date of adoption of the Utility Allowance by the LBHA Board of Commissioners. Families whose monthly payments increase due to a Utility Allowance adjustment shall receive at least thirty (30) days notice of such increase.

F. Adjustment Due To Errors. In the case of error or mistake, the LBHA adjusts Required Monthly Payments in a manner designed to discourage misrepresentation, and to encourage diligent Family and LBHA action.

1. **Retroactive Adjustments.** Adjustments to Required Monthly Payments shall be retroactive to the first day of the rent period affected when there is:

- a. An error due to mistake or misrepresentation by the Family, where the corrected determination results in increased rent; or
- b. A good faith error that, when corrected, results in decreased rent.

2. **Prospective Adjustment.** An adjustment in monthly payment shall be effective the first day of the second month following the date an error is found if the error was not the fault of the Family and the corrected determination results in increased rent.

3. **Housing Authority Errors.** The LBHA will not calculate retroactive increases if an income change was reported in a timely manner with sufficient verification provided and the LBHA failed to make the appropriate adjustment. The term "error" does not include an estimate or projection of Adjusted Income due to fluctuations

or lack of information made in accordance with this Admissions and Occupancy Policy that turn out to be inaccurate.

G. Failure to Report Income Changes. If the LBHA finds, at the time of reexamination or otherwise, that the Family failed to report changes in Family circumstances as they occurred, and that such changes would have required the Family to pay a higher monthly payment, the LBHA may collect the increased payment, including any accrued late charges, retroactive to the first of the month in which the changes occurred. Unless the Executive Director approves a Payment Agreement, as specified below, the amount shall be due and payable thirty (30) days from the date of the notice to the Family specifying the amount owed.

H. Failure to Report with Extenuating Circumstances. The LBHA may allow a Family who has failed to report income changes, to enter into a Payment Agreement under the following circumstances:

1. The failure to report income changes was not an intentional misrepresentation of income;
2. The Family does not have the funds available to repay the debt; and
3. The debt is greater than thirty percent (30%) of the Family's monthly adjusted income.

I. Payment Agreements. A Family that fails to pay or is unable to pay the Required Monthly Payment, and Families that incur debts to the LBHA for non-maintenance, abuse or replacements that are greater than one month's Administration Charge (*Mutual Help Homeownership Program Only*) or Tenant Rent, shall take prompt remedial action.

1. **Corrective Action.** The Family shall (a) enter into a Payment Agreement with the LBHA, and (b) for Mutual Help have the amount deducted from the MEPA.

2. **Application of Payments.** Payments made by a Family with a Payment Agreement shall be made in the following order:

- a. Current Required Monthly Payment;
- b. Unpaid Required Monthly Payments or other charges that are past-due and not included in a current Payment Agreement;
- c. Repayment Agreement; and
- d. MEPA (*Mutual Help Homeownership Program Only*).

J. LBHA Directed Transfers. (*Low Rent Program Only*) The LBHA shall require a Family to move to a unit of more suitable size if necessitated by changes in household composition.

1. **Notification.** The LBHA shall immediately notify the Family in writing.

2. Failure or Refusal to Respond. If the Family fails to respond to the notice within fourteen (14) days, the LBHA shall place the Family's name on the appropriate bedroom transfer list. A Family's refusal to transfer to an available unit may result in eviction.

HOME INSPECTIONS

All Families are required to participate in inspections, intended for the LBHA to determine whether the Family is complying with all maintenance and replacement responsibilities.

A. Initial Inspection. An initial inspection of the home is required before Family move-in. Families shall not be permitted to occupy a home before construction is complete or, in the case of a subsequent Homebuyer or Tenant, until the home is repaired, cleaned, and ready for occupancy.

1. Participants. The inspection shall be conducted with both the Head(s) of Household and Spouse, if possible, and the LBHA representative present.

2. Counseling Opportunity. (*Mutual Help Homeownership Program Only*) The Homebuyer will be counseled and advised of the maintenance and replacement responsibility during the inspection.

3. Documentation of Conditions. The pre-occupancy condition of the home, as well as any deficiencies, missing items, necessary repairs, and similar facts shall be entered on the inspection report form prescribed by the LBHA.

4. Use of Inspection Report. The inspection report shall be signed and dated by both the Head(s) of Household and the LBHA. Because the report serves as the official record documenting the condition of the home at the time of occupancy, and may form the basis for move-out charges, if any, the Head(s) of Household shall be encouraged to read the report carefully before signing. The original inspection shall become a permanent part of the Family's file, and a copy of the report shall be provided to the Family.

B. Interim Inspection. A special interim inspection of the home may be scheduled approximately two (2) months after initial occupancy to ensure proper home care. This inspection will be waived if the regular annual inspection will occur no more than four (4) months after the move-in date.

1. Notification. The Family shall be given appropriate written notice of the date of the inspection, and the time of the inspection if feasible, as well as an explanation of the reasons for the inspection. Families are required to cooperate with the LBHA in scheduling and in performance of inspections. Inspection process is as follows: 1st letter, 2nd letter and then 24 hour notice will be posted on unit. Homeowners inspection process

is as follows: 1st letter, 2nd letter and then letter of warning for lease violation. Failure to comply with inspections will result in lease violation.

2. Report. An inspection report shall be completed and signed by the Head(s) of Household and the LBHA representative. Deficiencies shall be discussed with the Family.

3. Inspection Results. If the inspection shows adequate care by the Family, the next inspection will be conducted at least once a year. If inadequacies are revealed, a special inspection will be done.

C. Periodic Inspection. The Family and a LBHA representative will conduct an inspection of the dwelling unit at least once a year. This inspection is conducted to ensure that the dwelling unit is being properly maintained, and to counsel the Family in any maintenance areas where assistance is needed (*Mutual Help Homeownership Program Only*). The annual inspection also documents the condition of the unit.

1. Deficiencies. If deficiencies are found during the inspection, the LBHA will note them on the inspection report and write a plan of action. A follow-up inspection may be conducted approximately thirty (30) days following the annual inspection to insure the work has been completed.

2. Waiver of Periodic Inspection. (*Mutual Help Homeownership Program Only*) If Families have shown that the dwelling unit is being well maintained, the LBHA may elect to conduct inspections on a less frequent basis. However, in no event shall a dwelling unit not be scheduled for inspection approximately

3. Failure to Conduct Inspection. At no time shall a failure to conduct an inspection be deemed a waiver of the LBHA's right to enforce the terms of the MHOA or Rental Agreement.

D. Special Inspections. A special inspection will be conducted any time where deficiencies are noted at the follow-up or annual inspection, when damages or other violations are suspected or when any emergency situation arises. If the interim inspection reveals inadequate care of the home that results in damage, the Family shall be advised of the breach. A letter listing the deficiencies shall be sent to the Family stating that corrective action must be taken by a certain date and setting a re-inspection date. This shall constitute the Tenant's plan of action unless the Tenant agrees to a modified plan, with LBHA approval. If the breach is not cured, the LBHA shall enforce the MHOA or Rental Agreement if necessary. Serious deficiencies may result in immediate termination of the MHOA or Rental Agreement. When a deficiency presents an immediate threat to the health and/or safety of the Family or, in the case of the Mutual Help Homeownership Program, the Homebuyer is incapable of performing the work necessary to correct a deficiency, the LBHA shall have the work done and charge costs in accordance with this Policy.

E. Vacate Or Move-Out Inspection. An inspection of a home being vacated will be required.

1. Scheduling. The vacate inspection should be scheduled when the Family has removed all personal items and completed all repairs and cleaning. However, the inspection may also be conducted, if necessary, when a Family has vacated the premises without removing its personal property.

2. Instructions. Families will be mailed vacate instructions in order to facilitate the move-out and to promptly determine whether any charges may be due.

3. Participants. If possible, the inspection will be conducted with the Head(s) of Household present, with the inspection report signed by both the Head(s) of Household or Family member and the LBHA representative. Where Families have vacated without notice or have been evicted, and are not available for the inspection, two LBHA representatives should be present to document the condition of the home through the inspection report, and preferably, through photos or videotape.

4. Charges. A list of potential charges shall be summarized on the appropriate section of the report. The vacate inspection report shall be compared with the initial inspection to evaluate any damages beyond normal wear and tear.

5. Dispute. Any disagreement by the Family regarding vacate charges and/or the disposition of MEPA (*Mutual Help Homeownership Program Only*) shall be resolved in accordance with the LBHA Grievance Policy.

F. Project Inspections. The LBHA will conduct project inspections as often as feasible to note items in need of repair, general trends of Family neglect, and any deficiencies in the appearance or upkeep of homes.

G. Right of Entry. LBHA has the right of access to dwelling units to conduct inspections and perform maintenance, as set forth in this Admissions and Occupancy Policy, provided that such access shall be at reasonable times when the Tenant is present and upon reasonable written or oral notice from the LBHA, except for emergency situations where the health, safety or welfare of the Family or neighbors is in immediate danger or where the Family otherwise consents. Uncooperative Tenants will be issued a Notice of Violation and, if still uncooperative, a Notice of Termination and Notice to Quit.

The reexamination process is important in the efficient flow of LBHA operations, and staff roles and responsibilities for its completion should be similar to admission procedures, unless the situation warrants otherwise. All data assembled at the time of reexamination should be filed in the respective resident's folder set up at admission.

Following Reexamination

Immediately following each tenant's reexamination, he/she is to be informed in writing of:

- In the case of ineligibility, the date by which the family must vacate;
- Any change to be made in the rent or size of dwelling occupied;
- Any instances of misrepresentation or non-compliance with the terms of the lease or homebuyer agreement, revealed through reexamination and any corrective or punitive action which is to be taken.

Tenants found to be ineligible for any reason are each to be issued a notice of ineligibility.

If the reexamination discloses that the tenant, at time of admission or at any previous reexamination, made misrepresentations which resulted in his/her being classified as eligible, when in fact he/she was ineligible, the tenant is to be required to vacate, even though he/she may currently be eligible. Also, if, at the time of reexamination, it is found that the tenant's misrepresentations have resulted in his/her paying a lower rent than he/her should have paid, he/she is to be required to pay the difference between the rent he/she has paid and what he/she should have paid, retroactive to the first rent payment period after the date on which the change in family circumstance occurred. In justifiable cases, the LBHA may take other action as it deems advisable.

This retroactive rent is to be paid as follows:

1. In a lump sum payment immediately upon discovery; or,
2. In monthly payments, approved by the Executive Director, which will be added to the regular rent payment, The method and amount of payment will be set forth in a rider to the lease executed by the tenant, Executive Director and a witness; or,
3. In a lump sum payment immediately and then immediate eviction, at the discretion of the Executive Director.

SECTION 14: TRANSFERS

The Transfer list is utilized by LBHA in cases of family size changes in tenants and is used at the discretion of the housing authority. Requests made by current LBHA residents to transfer to either a larger or smaller rental unit may be required as a result of changes in family size; or the LBHA management may initiate steps to transfer a current tenant to another LBHA rental unit in order to ensure conformance to the LBHA Occupancy Standards. The transferred tenant shall have first priority over all new applicants in occupying the first available rental unit that is suitable to the current tenant's family size and the housing needs

Tenants shall be transferred to the newly vacant unit at the earliest possible time after the available unit has been prepared for occupancy.

Transfers for the convenience of a tenant shall not be allowed under any circumstances. Tenants may request a transfer from the Occupancy Dept. but the transfer list will be used at the discretion of the LBHA, not at the requested tenant's discretion.

The following procedures and considerations should be followed in transferring tenants from one rental unit to the other:

- A. The tenants whose requests for transfers have been approved should be placed at the top of the waiting lists for the LBHA units suitable to the tenant's housing needs; (i.e. adequate number of bedrooms). The tenant is then notified when the requested unit is available for occupancy and steps initiated to move-out of the old unit and occupy the new one. This includes amending the file records on the transferred tenant.
- B. The transferred tenant's former unit is prepared for the occupancy by a new tenant, who is selected from the waiting list of eligible applicants of the appropriate family size or the down sizing of another tenant.
- C. Tenants are allowed to trade their existing units with other existing LBHA renters provided both tenants have no back rent, are eligible for the bedroom size and provide a letter of request to the Lower Brule Housing Authority signed by both tenants requesting the change.

The transfer is by request of the LBHA management, or to the advantage of the management (for example: so that occupancy standards are met, or so that the transferred tenant's former unit can be made available to a family with particularly urgent housing needs, etc.) there will be no charge for the transfer.

SECTION 15: MOVE-OUTS

- A. Under the lease agreement between the tenant and the LBHA, the tenant is required to give fourteen (14) days notice in writing of "intent to vacate". The tenant should either give this notice personally to the Executive Director in the LBHA office or send it by first class mail to the LBHA office.
- B. The LBHA must act quickly when notified of a vacancy or an intent to vacate, because each day a unit goes unoccupied, it is a loss of money to the LBHA. Also, the possibility of vandalism increases when a unit is vacant; in addition, someone needing housing is kept waiting another day.
- C. The LBHA should make an effort to determine the reasons for a tenant moving out. It is helpful to everyone involved to avoid an unnecessary move-out. If a tenant appears to be moving in haste, or for some minor reason, the LBHA should try to convince the tenant to stay. The resident who moves out often finds difficulty in locating housing in the private market and may want to return to LBHA housing. It is the responsibility of the LBHA to warn tenants who are moving out of this situation, and possibly avoid an extra move.
- D. If a tenant is convinced that a move is in their best interests, and cannot be encouraged to stay, the LBHA shall remind the tenant of his/her responsibilities and obligations, which include the following:
 - 1. Remind tenants of their move-out obligations and responsibilities.
 - 2. Pull tenant's account and file.
 - 3. Determine their reason for moving and whether they've been responsible tenants. If their reasons do not seem acceptable, it is in the LBHA's best interest to try to convince them to stay.

4. Notify maintenance personnel and the LBHA official who is in charge of tenant selection.
5. Inspect the unit with the tenant (if possible) and with maintenance personnel.
6. Write work orders and schedule maintenance.
7. Determine tenant charges and explain the charges to the tenant.
8. Obtain all unit keys.
9. Collect charges and close out tenant account.
10. Inspect unit after maintenance crew is finished and make sure unit is ready for next occupant.

***IF UNIT IS NOT READY, CONTACT MAINTENANCE AND HAVE THEM MAKE ADDITIONAL PREPARATIONS IMMEDIATELY.**

11. When a unit is determined to be ready for occupancy, contact the applicant who is first on the eligibility list for units of that particular size.
12. Select new tenant and initiate move-in procedures.

SECTION 16: COLLECTION LOSS & PAYMENT PROCEDURE

Collection Loss

1. The accounts of tenants which have moved from the project and from which no payments have been received for a period of nine (9) months, will be furnished to the Lower Brule Housing Authority fee accountants to be considered for collection loss.

NOTE: The write-off of tenant accounts receivable must be approved by the Board of Commissioners or by a designated official to whom such authority has been delegated by resolution of the Board of Commissioners.

2. When a tenant account is approved for write off as a collection loss, an adjustment slip (cash receipt) should be prepared to credit the tenant account for the amount of the write off. A single adjustment slip may be used to record the write off of any number of accounts when supported by a list showing the account numbers, names, and the amount to be written off.

Payment Procedure

To record a payment on a tenant previously written off as a collection loss, prepare cash receipt showing the unit number and amount of the payment. In the top right corner of the cash receipt, write the words "former tenant". This amount will then be credited to account 4570, Collection Loss.

Refund Procedures

If the Lower Brule Housing Authority's Occupancy Dept. is unable to make a refund payment of a credit balance of a former tenant account because the address of the

tenant is unknown or for whatever reason, the credit balance of the account will be transferred to account number 3690, Other Income.

If the tenant should later on, make claim for the refund, the amount refunded should be charged to account 4590, Other General Expenses. To preclude the possibility of a duplicate payment of a refund, the tenant's original ledger card should be noted to show the number and the date of the check issued for refund. Periodic print outs will be furnished to the Lower Brule Housing Authority by our fee accountants.

The above procedures will only be utilized when a reasonable effort has been made by the Occupancy Dept. to collect a delinquent account or contact a tenant for refund of a credit balance to a tenant's account.

The foregoing Collection Loss & Payment Procedure was duly adopted by the Lower Brule Housing Authority's Board of Commissioners, and is an addenda to the Occupancy Policies and Procedures.

SECTION 17: CONDUCT TOWARD HOUSING AUTHORITY EMPLOYEES & BOARD MEMBERS

A. Applicant and Tenant Conduct. Applicants and tenants are required to conduct themselves in a courteous and professional manner when associating with LBHA employees. Applicants and tenants will not be permitted to engage in abusive or violent behavior towards any LBHA employee or Board Member under any circumstances.

1. Excessive Displays of Anger. Excessive displays of anger directed at any LBHA employee are not tolerated. If an employee feels uncomfortable or intimidated by the level of anger directed at them by an applicant or tenant, the employee has a right to insist the individual discontinue this behavior immediately.

2. Threats, Harassment, Intimidation. Any action or speech which threatens, has the effect of threatening, intimidates, expresses degrading comments, or seems to invade one's personal space is not permitted. The behavior can be interpreted as harassment or intimidation. This behavior does not have to be tolerated and may be in violation of the law. Applicants and tenants have the right to express anger but not to be abusive or to harass.

a. Examples of Threatening Behavior

(1) Tenant following a staff member on or off LBHA premises;

(2) While discussing a problem, a tenant begins to yell and invade an employee's space;

(3) Statements such as "I'm going to torch the LBHA."

3. Obscene or Abusive Language. Applicants or tenants are not permitted to swear at or make degrading comments to LBHA employees. Staff members do not have to listen to obscene or abusive language. If an individual deliberately directs any inappropriate or obscene expletive at an employee, the employee has the right to insist that the individual stop using this type of language and, when appropriate, insist that the individual leave the premises immediately.

B. Contact Outside Business Hours or LBHA Premises. LBHA employees & Board members are not required to deal with applicants and tenants outside normal business hours or off LBHA premises. If an applicant or tenant contacts an employee outside business hours or off LBHA premises the employee may advise the applicant or tenant to resume contact with the appropriate employee at LBHA premises during normal business hours.

C. Violators May Be Subject To Criminal Prosecution. Applicants or tenants who engage in abusive or violent behavior toward LBHA employees may be subject to criminal prosecution. In addition, a detailed written report of such behavior shall be placed in the Tenant's file and may be grounds for eviction.

D. Tenants and Alcohol Use. Tenants that are under the influence of alcohol and have a work order that needs to be completed will not have it done until the Tenant is sober. Maintenance will not associate with tenants under the influence of alcohol. Maintenance will document the incident and the work order will be put aside until the tenants are sober. Also, in the event that a tenant is intoxicated and trying to render services from the LBHA employees and/or Board Members, the LBHA employees and/or Board members will terminate conversations, services, etc.... Police will be notified immediately and a letter of warning will be issued to the tenant.

SECTION 18: ABANDONMENT OR ABSENCE FROM THE UNIT

A. Abandonment. When a tenant is absent from the unit for a period of more than fourteen (14) days, and the tenant has not notified LBHA, LBHA may determine that the unit has been abandoned and LBHA may begin the process of terminating the lease.

B. Other Absences from the Unit. LBHA has the discretion to approve limited absences from a unit in the following circumstances.

1. Incarceration

2. Absence to Attend School

3. Hospitalization

In order to approve a limited absence, the household must have another adult family member residing in the unit during the entire time of the tenant's absence. In the event there is no adult family member during the absence, LBHA may terminate the lease. In

some cases, LBHA may determine to enter into a temporary lease with the temporary head of household.

A tenant may request approval for a limited absence from a unit no more than two (2) times.

C. Rent payments during absence and care of the unit.

The tenant remains responsible for payment of rent when absent from the unit, with or without LBHA approval.

The tenant also remains responsible for any charges, for any damage or destruction to the unit that may occur as a result of their absence with or without LBHA approval.

SECTION 19 LOW RENT SUCCESSORSHIP

In the event the Lessee of an LBHA low rent unit dies, and there is no co-lessee, LBHA may designate the following individuals as successors, so long as they meet all LBHA eligibility requirements:

- a. Surviving Spouse with income & capabilities of maintaining unit.
- b. Surviving adult member of the household on file with LBHA as a member of the household. Has income & capabilities of maintaining unit.

SECTION 20: PETS AND DOGS

Dogs, cats, and other household pets are permissible provided they are confined or chained up and do not affect the peace and dignity of the neighborhood. There shall be no more than 2 indoor pets. No dangerous dogs can be chained by the doors of the unit. Livestock not allowed within community. *For example: horse, cattle, etc.* All tenants, members of households, guests, or invitees, are required to comply with the Lower Brule Sioux Tribal Ordinance regarding pets and dog

The above policy was adopted by the Housing Authority's Board of Commissioners on June 3rd, 2008. Motion was made by Lori Gourneau, and seconded by Emma LaRoche. Motion carried by 3 Yes, 0 No, 0 Not Voting, and 1 Absent.

The above policy was amended and approved on May 27, 2009. Motion was made by Emma LaRoche., and seconded by Darrell Middleton. Motion carried with 4 Yes, 0 No, 0 Not Voting, and 0 Absent.

The above policy was amended and approved on August 22, 2016. Motion was made by Lori Gourneau and seconded by Darrell Middleton. Motion carried with 2 Yes, 0 Not Voting, 1 Vacant seat and 1 Absent.

The above policy was amended and approved on March 26, 2018. Motion was made by Lori Gourneau and seconded by Darrell Middleton. Motion carried with 3 Yes, 0 No, 1 Absent and 0 Not Voting.

Board Chairman

Executive Director

Excluded: Absentee ballots

Excluded: Requested copy of lease

