

# Housing Authority of the Sac and Fox Nation



## Lease Option Admissions and Occupancy Policy

Approved by the Board of Commissioners of the Housing Authority of the Sac and Fox Nation on: August 17, 2021, Resolution #2021-36. Revised on July 18, 2022, by Resolution 2022-32.

## POLICY STATEMENT

The Housing Authority of the Sac and Fox Nation of Oklahoma (HASFN) is aware that not all members of the Sac and Fox Nation of Oklahoma or other members of a Federally Recognized Tribe may qualify for a home loan program offered by private lenders. To overcome this obstacle for individuals or families in need of affordable housing, the Homeownership Program has been developed. The Homeownership Program has been designed to assist individuals or families that are truly committed to owning a home and meeting homeownership responsibilities. This program may be used for the purchase of existing homes owned by the Housing Authority of the Sac and Fox Nation. The terminology of this program is explained and defined in the following:

Definitions. The following terms used in this Policy shall be defined as follows:

1. Adjusted Income. Means and refers to the annual income that remains after excluding the following amounts:
  - a) Youths, Students, and Persons with Disabilities - \$480 for each member of the family residing in the household (other than the head of the household or the spouse of the head of household) who is under 18 years of age; or who is 18 years of age or older and a person with disabilities or full-time student.
  - b) Elderly and Disabled Families - \$400 for an elderly or disabled family.
  - c) Medical and Attendant Expenses – The amount by which 3 percent of the annual income of the family is exceeded by the aggregate of medical expenses, in the case of an elderly or disabled family; and reasonable attendant care and auxiliary apparatus expenses for each family member who is a person with disabilities, to the extent necessary to enable any member of the family (including a member who is a person with disabilities) to be employed.
  - d) Child Care Expenses – Child-care expenses, to the extent necessary to enable another member of the family to be employed or to further his or her education.
  - e) Earned Income of Minors – The amount of any earned income of any member of the family who is less than 18 years of age.
  - f) Travel Expense – Excessive travel expenses (250 miles per week), not to exceed \$25 per family, per week, for employment – or education-related travel.
  - g) Other Amounts – Such other amounts as may be provided in the Indian housing plan for an Indian tribe. [See NAHASDA, § 4.]
2. Annual Income. Is the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period. There are three different definitions of income: (1) HUD Section 8 Definition of Annual Income (24 CFR, part 5, subpart F); (2) U.S. Census Method; (3) IRS Method.
3. Day. As used in this Policy, “day” means and refers to a business day, i.e., any day in which normal business is conducted by HASFN.
4. Drug-related Criminal Activity. “Drug-related criminal activity” means the illegal, manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance, as defined by 21 U.S.C. §802. [See

NAHASDA, §4.]

5. Effective Date. “Effective Date” means and refers to August 17, 2021, the date of adoption of this Policy.
6. Executive Director. “Executive Director” means the Executive Director of the HASFN or any employee of the HASFN to whom the Executive Director has designated authority over specific matters.
7. Head of Household. “Head of Household” means and refers to the tribal member(s) who initially qualified for participation in the Program based on his or her tribal membership and is responsible for the day-to-day financial support of the household.
8. Lease. “Lease” means and refers to the form of agreement between the HASFN and the Participants, which constitutes permission to occupy the premises under the conditions set forth in this Policy. The Lease Option Dwelling Lease form is attached hereto as Exhibit “A.”
9. Median Income. “Median Income” means the greater of the median income for the area within which the HASFN is authorized by the Sac and Fox Nation to operate affordable housing programs, as determined by HUD; or the median income for the United States. [See NAHASDA, § 4; see also definition of “Indian area” in 25 CFR § 1000. 10(b).]
10. Unit. “Unit” means the Unit covered by a lease agreement with the HASFN, including the site of the unit.
11. Department of Housing and Urban Development’s Section 8 Definition of Income. (except that when determining the income of a homebuyer for an owner-occupied rehabilitation project, the value of the homeowner’s principal residence may be excluded from the calculation of net family assets). 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 twelve-month period following the effective date of initial determination or re-examination of income, exclusive of certain types of income as provided in paragraph (2) of this definition.
12. U.S. Census Definition of Income. Annual income is the algebraic sum of all amounts received by the family/household including head or spouse and all other persons 15 years old and over residing in the household regardless of relationship, for the 12-month reporting period.
13. Adjusted Gross Income as Defined by the Internal Revenue Service (IRS). Adjusted gross income means gross income minus deductions, including the following:
  - a. On account of a trade or business carried on by the taxpayer (except for services as an employee) (Paragraph 1006);
  - b. For trade or business expenses paid or incurred by a qualified performing artist for services in the performing arts as an employee (Paragraph 941 A);
  - c. Allowed as losses from the sale or exchange of property (see paragraph 1701 et. seq.);

- d. For expenses paid or incurred in connection with the performance of services as an employee under a reimbursement or other expense allowance arrangement with the employer or third party (Paragraph 942). Employee expenses that are not reimbursed under an accountable plan are not deductible from gross income;
- e. Attributable to rental or royalty property (Paragraph 1089);
- f. For depreciation or depletion allowed to a life tenant of property or to an income beneficiary of property held in trust, or to an heir, legatee, or devisee of an estate (Paragraph 1090);
- g. For contributions by self-employed persons to pension, profit-sharing, and annuity plans (Paragraph 2113);
- h. Allowed for cash payments to individual retirement accounts (IRAs) and deductions allowed for cash payments to retirement savings plans of certain married individuals to cover a non-working spouse (Paragraph 2170 & 2172);
- i. For the ordinary income portion of a lump-sum distribution to the extent included in gross income (Paragraph 2153);
- j. For interest forfeited to a bank, savings association etc., on premature withdrawals from time savings accounts or deposits (Paragraph 1120);
- k. For alimony payments (Payments 1008);
- l. For the amortization of reforestation expenses (Paragraph 1287);
- m. For certain repayments of supplemental unemployment compensation benefits to a trust described in Code Sec. 501(c)(9) or (17), required because of receipt of trade readjustment allowances (Paragraph 1009);
- n. For jury duty pay remitted to employer (Paragraph 1010);
- o. For moving expenses (Paragraph 1073);
- p. For the purchase of clean-fuel vehicle and refueling property (Paragraph 1286);
- q. For interest on education loans incurred on, before, or after August 5, 1997 with respect to loan interest payment due and paid after December 31, 1997 (Code Sec. 62(a) (17));
- r. For contributions to a medical savings account allowed by Code Sec. 220 (Code Sec. 62(a)(16)) See Paragraph 1020; and
- s. For expenses paid or incurred by a fee-basis state or local government official for services performed.

**Note:** *The adjusted gross income figures is generally found between lines 32-36 of the IRS 1040.*

## PART 1

# APPLICABILITY OF POLICIES AND DESCRIPTIONS OF HOMEOWNERSHIP OPPORTUNITY PROGRAMS

### General Provisions.

#### 1) Purpose

HASFN's Admissions and Occupancy Policy has several purposes:

- a) A guideline enabling the HASFN staff to administer the programs consistently and fairly;
- b) A system to provide consistent, equitable and uniform treatment of tenants and applicants; and
- c) A basis for decision-making by officers and employees of HASFN.

#### 2) Compliance

The HASFN Admissions and Occupancy Policy is intended to comply with all federal laws and regulations of the Department of Housing and Urban Development (HUD). This policy is prominently displayed at the HASFN's office and is also available upon request.

#### 3) Interpretation

This policy is intended to comply with all applicable rules and regulations set forth by the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA).

- a) If any provision of these policies is determined to be contrary to NAHASDA or any applicable implementing federal regulations, NAHASDA and/or such federal regulations shall be controlling.
- b) If any provision of this policy is determined to be contrary to a provision in the Homeownership Lease concerning a HASFN unit, such Lease provision shall be controlling.

#### 4) Effective Date; Replacement of Regular Regulations

This Homeownership Admission and Occupancy Policy shall supersede and replace the following Housing Authority regulations previously in existence as of the effective date of August 17, 2021, including any amendments in existence as of said date:

- a) Housing Authority's Regulations for Mutual Help Housing of the Housing Authority of the Sac and Fox Nation, and
- b) Policies of the Housing Authority of the Sac and Fox Nation Homeownership Opportunities and Low-Rent Opportunity Programs dated October 1, 2009.

#### 5) Existing Rights and Duties Under Mutual Help and Occupancy Agreement

This policy may not construe to affect the validity of any right, duty, or obligation of HASFN or other person arising under or pursuant to any Mutual Help and Occupancy Agreement lawfully entered before October 1, 1997, under the United States Housing Act of 1937.

#### 6) No Effect of Policies on Program Eligibility for Mutual Help Program, Lease Option to Purchase, and Lease Purchase

This policy shall have no effect on the eligibility of participants with Mutual Help and Occupancy Agreements, Lease Option to Purchase, and Lease Purchase in effective date of August 17, 2021, and cannot be used to terminate such Agreements and Leases. The program eligibility requirements of these programs shall be used for all new Homeownership Leases or term extensions on or after that date.

7) **No Effect on Pending Matters as of Effective Date**

If a matter is pending or an issue is under consideration with respect to a specific participant as of the effective date of these policies, such grievance proceeding or litigation, and if the affected participant has relied with respect to such matter or issue on HASFN regulations in effect before the effective date of this policy, the HASFN, administrative hearing officers, and/or the courts shall give deference to the previous policies to the extent they are inconsistent or it is necessary to protect the participant's interests.

8) **Service of Notices**

Notices must be delivered in writing to the participant personally or to any adult member of the participant's family residing in the home, or must be sent by certified mail, return receipt requested, properly addressed, and postage prepaid. In the event of service by mail, a copy of the notice, together with the certificate of mailing and certified mail receipt, must be placed in participant's file. In the event of personal service, the person serving the notice shall make an entry of such service on a copy of the notice, which shall be placed in the participant's file. If the notice is returned "refused" it shall be deemed good service. Any letter returned "refused," "undeliverable," or "unclaimed" will be placed in the participant's file and will be a factor to be considered in any subsequent action by the HASFN. If, after reasonable efforts to serve the notice, the HASFN cannot reach participant either personal service or service by certified mail, the HASFN shall post the notice on the unit door.

9) **Warranties**

Within thirty (30) days of occupancy, HASFN shall notify the homebuyer in writing of any applicable contractor, manufacturer, and/or supplier warranties. Warranties pertain to newly purchased items covered under a supplier or vendor warranty. It is the responsibility of the homebuyer during the warranty period and subsequently for the duration of the applicable warranties to promptly inform HASFN in writing of any deficiencies arising during the warranty period so that HASFN may enforce any rights under the applicable warranties. If the homebuyer fails to furnish such written report in time, and HASFN is subsequently unable to obtain redress under the warranty, correction of the deficiency shall be the responsibility of the homebuyer. HASFN shall obtain a signed statement from the homebuyer that they understand what items are covered under applicable warranties. This shall be retained in the homebuyer file for future reference.

## **PART 2**

### **HOMEOWNERSHIP OPPORTUNITY PROGRAM ELIGIBILITY, ADMISSIONS, APPLICATIONS, AND PREFERENCES**

**Section 2.1. Purpose.** The purpose of this section is to determine who is eligible to participate in the Lease Option Program; to describe application requirements; to establish preferences for admissions; and to describe procedures following selection, including execution of the Lease Option Dwelling Lease. Applicants for this program must meet the general requirements, unless these policies expressly provide additional requirements for such specific programs.

**Section 2.2. Eligibility Requirements for Lease Option Program.** An applicant for participation in Housing Authority Programs must meet the following basic eligibility requirements:

**1. Participant Eligibility Criteria**

The following criteria shall govern eligibility for Program participation.

- i. The applicant must qualify as a family (includes a family with or without children, and elderly family, a near-elderly family, a disabled family, or a single person);
- ii. The applicant must be a member of a federally recognized tribe, with first preference extended to members of the Sac and Fox Nation of Oklahoma;
- iii. The applicant can be a participant in the HASFN Low Rent Housing Program before they can be eligible for the Lease Option Program and must be in good standing in the Low Rent Program;
- iv. The applicant must be at least eighteen (18) years of age;
- v. The applicant must verify to be a citizen of the United States of America;
- vi. Subject to Section 2(II) of the policy, the applicant must qualify as a low-income family, whose income does not exceed eighty percent (80%) of median income limits of the area, as set by HUD, at the time of move-in. Income limits are adjusted for family size and updated on an annual basis. A copy of the current HUD Program Guidance for annual income guidelines will be posted in the HASFN office, within the application, and will be provided to applicants upon request. The HUD income guidelines, as some may change from time to time, hereby are adopted and incorporated by reference;
- vii. The applicant must meet the minimum income guidelines at the time of move-in (income guidelines are attached as Appendix “G” to this policy and are incorporated herein by reference);
- viii. The applicant and/or spouse of the applicant must have a stable source of income to meet the financial obligations of program participation at the time of move-in and/or must have held a stable source of employment for a minimum of six (6) months;
- ix. The applicant must be ready, willing, and able to meet all obligations of participation in the program, including but not limited to financial and maintenance obligations;
- x. The applicant must intend to use the program unit as his/her principal resident throughout the term of the lease;
- xi. The applicant and/or spouse of the applicant must demonstrate a satisfactory record of prior rental history up to five (5) years. For HASFN tenants, they must be in good standing or have left the program in good standing;
- xii. The applicant must attend pre-homeownership coaching;
- xiii. The applicant must publicly disclose any conflicts of interest arising from immediate, biological family relationship to any HASFN employee, Board of Commission member, and/or Business Committee member at the time a unit is offered.

## **2. Non-Indian Families**

Non-Indian families are defined as families who either have no Indian family member, or who are not recognized as an Indian Family by the applicable tribe. Non-Indian applicants may be eligible for the homeownership program only if the HASFN determines that the presence of the family is essential to the well-being of Indian families, and that the need for housing for the family cannot reasonably be met except under this program.

## **3. Non-Low Income Applicants**

A family with an income of 80-100% of the median income range may receive housing assistance only in accordance with 24 CFR 1000.110 and with the prior approval of the Board. HUD approval is required if the HASFN plans to use more than 10 percent (10%) of its annual grant amount for such assistance or to provide housing for families with income over 100% of median income.

#### 4. Additional Criteria for Admission

To be eligible for the Homeownership program, applicants must be willing and able to comply with program requirements. Also, any conduct of a homebuyer or family member in present or prior housing that (1) suggests that the health, safety, welfare, or quiet enjoyment of other occupants may be diminished, or that (2) may adversely impact the project environment, the physical condition of the home or neighborhood or HASFN's financial ability to operate the program and enforce occupant/homebuyer obligations without undue burden, will render the family ineligible for admission.

#### 5. Tenant History

Past habits and practice with respect to housing occupancy will be assessed to determine eligibility. Disqualifying factors include:

- i. **Outstanding Debt to Public Landlord** – No family will be admitted if any adult member of the family has an outstanding debt with any publicly funded, subsidized landlord, or tribal or public housing authority, notwithstanding any repayment agreement. To be considered eligible, the family must repay the debt in full.
- ii. **Fraud** – No family will be admitted whose head, spouse or other adult occupant has committed fraud as a participant or applicant in any housing program administered by a tribal or public housing authority.
- iii. **Previous Evictions** – No family will be admitted if the applicant or a member of the applicant's household who will reside with the applicant has been previously removed or evicted for non-payment or other non-compliance issues with any agreement with the HASFN, other tribal or public housing authority, or private landlord.
- iv. **History of Criminal Conduct** – No family will be admitted if any adult member of the family has a documented record of a guilty plea, no contest plea, or a conviction within the last five (5) years to:
  - a. Any drug or alcohol related felony; or
  - b. Any violent crime related felony. These crimes include but are not limited to:
    - Abuse of a vulnerable adult;
    - Aggravated assault and battery on a police officer, sheriff, highway patrolman, or any other officer of law;
    - Aggravated assault and battery upon any person defending another person from assault and battery;
    - Aggravated trafficking;
    - Any crime against a child;
    - Armed robbery;
    - Arson in the first degree;
    - Assault with intent to commit a felony;
    - Assault with intent to kill;
    - Assault, battery, or assault and battery with a dangerous or deadly weapon;
    - Assaults while masked or disguised;
    - Bombing;
    - Burglary in the first degree;
    - Burglary with explosives;
    - Child Abuse;
    - Child Pornography;
    - Child Prostitution;
    - Conjoint robbery;



Criminal syndicalism;  
Extortion;  
First Degree Arson;  
First Degree Burglary;  
First Degree Murder;  
First Degree Rape;  
First Degree Robbery;  
Forcible Sodomy;  
Inciting to riot;  
Injuring or burning public buildings;  
Kidnapping for extortion;  
Kidnapping;  
Lewd molestation of a child;  
Maiming;  
Manslaughter in the first degree;  
Manslaughter in the second degree;  
Mistreatment of a mental patient;  
Murder in the first degree;  
Murder in the second degree;  
Obtaining signature by extortion;  
Pointing firearms;  
Poisoning with intent to kill;  
Rape by instrumentation;  
Rape in the first degree;  
Rape in the second degree;  
Rioting;  
Robbery by two (2) or more persons;  
Robbery in the first degree;  
Robbery in the second degree;  
Robbery with dangerous weapon or imitation firearm;  
Robbery;  
Sabotage;  
Seizure of a bus; discharging firearm or hurling missile at bus;  
Shooting with intent to kill;  
Use of firearm or offensive weapon to commit or attempt to commit a felony;  
Using a vehicle to facilitate the discharge of a weapon;  
Wiring any equipment, vehicle or structure with explosives;  
c. Any misdemeanor involving drug-related criminal activity, child abuse or molestation, domestic abuse, or other violent crime offenses, vandalism destruction of property, theft, gang-related activities, or crimes involving dishonesty.

- v. **History of Criminal Conduct** – No family will be admitted if any adult member of the family has a documented record of a guilty plea, no contest plea, or a conviction within the last five (5) years.
- vi. **Documentation of History of Criminal Conduct or Other Conduct Detrimental to Community** – In reviewing the record of an applicant or a member of the applicant’s household who will reside with the applicant, the HASFN will take the following into consideration:
  - a. Criminal background check;
  - b. Court records;
  - c. Police reports arising from complaints or otherwise resulting investigation of alleged criminal activities of such person;
  - d. Letters, reports, or documentation of interviews from or with reliable sources, such as employers, social workers, parole officers, drug treatment centers, clinics, physicians, and police departments.

The HASFN’s documentation of past conduct will include date, source of information, name and title of persons contacted and a summary of the information received, including the time, nature and extent of the habits and practices of the applicant and family members who will reside with the applicant relevant to the inquiry.

## **6. Previous Participants**

Applicants who have previously been participants in a Homeownership Opportunity Program will receive lower preference points for participation in another Homeownership Opportunity Program until all other eligible applicants for participation in a Homeownership Opportunity Program have been offered the opportunity to become a participant. Such applicants may be eligible for participation in a Low-Rent Program; especially if they left the program in good standing.

## **7. Ability to Perform Financial and Maintenance Obligations**

In addition to the above eligibility criteria, applicants will be expected to demonstrate their ability and willingness to maintain the home. This ability must include the financial resources available for maintenance purposes and the physical abilities of family members to perform maintenance, or to access maintenance services. Past tenant and credit history will be considered by HASFN.

## **8. Factors and Information to be Assessed**

Eligibility will be determined by reviewing such factors as previous occupancy with HASFN, landlord references, information from neighbors and persons with relevant knowledge of habits and practices, credit reports and criminal background checks. If unfavorable information is received, HASFN will consider the time, nature, and extent of the past occurrence and the reasonable probability of future favorable performance. Such factors as the length of time since the last evidence of such activities, the seriousness of the conduct, and the record of rehabilitation efforts on behalf of family members will be considered.

## **9. Ownership or Control of Another Home**

Housing assistance is provided to applicants with need. Individuals or households who currently own (or substantially control) a dwelling unit may be rejected as ineligible. Applicants who have previously participated in a homeownership program in the HASFN region or elsewhere, and who have conveyed, transferred, sold, or abandoned their home, or whose home has deteriorated as a result of fire, non-maintenance, neglect, misconduct, contract violations, negligence or similar reasons may be deemed ineligible for participation.

## 10. Coaching Program

Applicants must agree to participate in HASFN’s coaching program including and attending all training sessions.

- i. **Pre-Occupancy Phase** – Prior to occupancy, applicants will receive coaching in the following areas:
  - (1) **Explanation of the Mutual Help/NAHASDA program**
  - (2) **The Mutual Help/NAHASDA contribution**
  - (3) **Community resources and services**
- ii. **Post-Occupancy Phase** – On the or after move-in, homebuyers will cooperate in the following training, upon request:
  - (1) **Property Care and Maintenance**
  - (2) **Budgeting and Money Management**
  - (3) **Fire Safety**

## 11. Failure to Participate in Coaching Program

Failure or refusal to participate in our coaching program authorizes HASFN to terminate the admissions process at any time.

## 12. Timing of Eligibility Determination

Not more than thirty (30) days prior to move-in, all eligibility criteria will be verified and documented, upon which basis the final eligibility determination shall be made.

**Section 2.3. Application Procedures.** The application constitutes the basic record of each applicant applying for admission in the Homeownership Program. Each applicant, therefore, is required to supply the information requested on the application and to sign the application, attesting to the information provided. The applicant is responsible for providing any additional information requested by HASFN and for certifying that the information is true and accurate to the best of his/her knowledge. This requirement is made to provide applicants with initial coaching and to ensure proper verification, completion, and inclusion of all forms and documents (electronic documents will be accepted, if that’s all that can be provided). **Providing false statements renders the Applicant ineligible. Incomplete applications will not be accepted.**

### 1) **Application Procedures.**

- a) Applications are accepted by the HASFN staff. Each application shall reflect the date and time received. Copies may be provided to the Applicant upon request. Each application must be delivered to the HASFN office located at 201 N. Harrison, Shawnee, OK 74801.
- b) All adult household members must sign an authorization for release of information, which is required for third party verification.
- c) In the event it is determined has an immediate family tie to any HASFN employee, Board of Commissioner member or Business Committee member, the HASFN will publish a “Public Disclosure” in accordance with its Conflict of Interest Policy.
- d) If requested by the HASFN, the applicant must allow HASFN staff to conduct a home visit at the applicant’s residence for purposes of inspection of the applicant’s housekeeping and maintenance of that residence and for a brief interview related to basic eligibility requirements.
- e) The application and all information relating to the family’s eligibility shall be maintained in a file, along with all relevant correspondence. Files will be placed in one of three categories, as follows:

- i. **“Eligible”** - Applicant has met initial eligibility requirements and will be listed for Housing Department Approval.
  - ii. **“Ineligible”** – Applicant has not met initial eligibility requirements and/or has been determined to be ineligible for the program; or
  - iii. **“Inactive”** – Applicant has not updated the application with six (6) months of the notification has been removed from the waiting list pursuant to Section 3(IV) below.
- f) If during the application intake and screening process it is determined that the applicant is ineligible for program participation, the applicant will be informed of such determination and the application will be classified as “Ineligible”. In such instances, sufficient information and findings pertaining to the denial of services will be documented for the file. A letter will be mailed to the applicant within thirty (30) days of the date of denial. The notice shall specify the grounds for the denial of service and notify the Applicant of his/her right to appeal the decision pursuant to the Grievance Policy and Procedure of the HASFN. **\*\*When an applicant is denied, there will be a one (1) calendar year period before applicant can re-apply.**
- g) All entries will be made in ink or typed. Corrections or changes will be made by striking through the original entry and entering the correct information. Such changes are to be dated and initialed by the person recording the change, with all changes and explanations noted in the record.
- h) The HASFN shall retain for three (3) years the original application, notification letter, any applicant response and any record of informal meeting and final disposition.
- i) The procedures set forth in this section do preclude any applicant from exercising rights available to the applicant under applicable nondiscrimination laws.

## 2) **Verification and Documentation of Application Information**

Verification and documentation of Application is submitted by each applicant and shall be verified to ensure that the information is true and correct. Complete and accurate verification records will be maintained. Each applicant shall provide the following documents and information to substantiate his/her Indian status, identity, income, and other conditions of eligibility. **Each applicant shall provide and complete (if applicable):**

- a) **Proof of Indian Tribe:** The Sac and Fox Nation of Oklahoma tribal membership card, other Federally Recognized or State Recognized tribal enrollment card for the head of household or spouse that are claiming Indian Preference.
- b) **State Drivers’ License/State Issued ID:** Current and valid Oklahoma state issued ID and Driver’s License for applicant and any household member who is 18 years and older (if applicable).
- c) **Social Security Cards:** for applicant and all household members.
- d) **Certificate of Birth:** State – certified birth certificates or Consular Report for Birth Aboard (FS-240) for applicant and all household members.
- e) **Statements or Awards Letters:** Statements or award letters from agencies documenting unearned income (including but not limited to Social Security, General Assistance, Retirement, Unemployment Benefits, Department of Human Services and Assistance; and Oil and Gas Royalties).
- f) **Certified Statements from Self-Employed persons:** Certified Statements from self-employed person(s) whose earnings are irregular, setting forth gross receipts, itemized expenses, and net income.
- g) **Income Verification:** Signed verification of earned income from employers **for applicant and all adult household members.**

- h) **No Income Affidavit:** Signed, notarized affidavit declaring unemployment for any and all adult household members who do not have earned or unearned income.
- i) **Marriage License/Common Law Statement/Divorce Decree:** Signed, notarized common law marriage affidavit, marriage license or divorce decree.
- j) **Resident Screening Verification:** This form is enclosed in the application for the applicant to have completed by any current/former landlord or any person(s) the applicant is living with.
- k) **Consent for Criminal Background Check:** This form is enclosed in the application for the applicant to have completed by each household member eighteen (18) years of age. Applicant may request extra copies or may make copies for each household member.
- l) **Declaration of Section 214 Status:** This form is completed and signed by the applicant for **all household members**. The applicant may request copies or may make copies for each household member.
- m) **Authorization for Release of Information:** This form is enclosed in the application for the applicant to have completed by each household member eighteen (18) years of age.
- n) **Public Disclosure Statement:** This form is enclosed in the application for the applicant to have completed if there is a possibility of conflict of interest.
- o) **Verification of Veteran Status:** Copies of Form DD214
- p) **Verification of Disability:** Letter or Form from a doctor.
- q) **Application Certification:** The last page of the application stating that the applicant has completed the application and has turned in all required documentations.

### 3) **Waiting List**

The waiting list will be maintained by date and time of application, sorted by preference points, bedroom size, and location selection. Placement of the waiting list indicates only that the applicant has been found eligible as a preliminary applicant. The applicant continues to bear the burden of establishing eligibility for program admission.

- a) **Approval** – The waiting list shall be approved by the Housing Management Department and maintained and the list will be updated every 1<sup>st</sup> and 3<sup>rd</sup> Monday of every month.
- b) **Updated Waiting List** – The waiting list shall be updated after an application is approved by the Housing Management Department with a new eligible applicant according to preference points, bedroom size, and location selection.
- c) **Preference Points** – The HASFN shall set forth the preference as follows. Points only reflect the Head of Household (Applicant)
  - i. **Sac & Fox Enrolled Tribal Member** – 20
  - ii. **Sac & Fox Descendant** - 10
  - iii. **Other Federally or State Recognized Tribe** - 7
  - iv. **Non-Indian** – 0
  - v. **Veteran** – 5
  - vi. **Elder (62+)** – 2
  - vii. **Near Elder (55-61)** – 1
  - viii. **Disabled** – 1
- d) **Removal from Waiting List** - Any applicant wishing to be removed from the waiting list must submit a written request; otherwise, no eligible applicant may be removed from the waiting list **except** for failure to update his/her application in accordance with Section 2(IV) of the policy, below, not meeting minimum income guidelines, and/or accepting a dwelling unit elsewhere.

### 4) **Application Updates**

Applicants shall update their applications and supporting documents and maintain current contact information on file on an annual basis. This is the responsibility of the applicant and NOT THE HASFN. Applicants who have not updated their applications within **thirty (30) days** of notification of the duty to update will be removed from the waiting list and will have to re-apply. These applicants must be eligible; Housing Management Department approved and will receive a new approval date.

## **Section 2.4. Selection of Participants.**

### **1) Preferences**

- a) Preference Points** – The HASFN shall allocate program assistance to the qualifying applicant(s) receiving the highest number as outline in Section 3 (III)(c).
- b) Subtraction of Preference Points** – Where applicable, the HASFN shall deduct points from applicants as follows:
- c) Negative Criteria Points**
  - i. No Response** – (-2)
  - ii. Decline Unit** – (-2)
  - iii. Previous HASFN L/R tenant** – (-5)
  - iv. Owes other housing authorities** – (-5)
  - v. Owes HASFN** – (-10)
  - vi. Previous HASFN Homeowner, each unit** – (-10)
- d) Preference among Applicant with Same Ranking Score** – In the case of two or more applicant having equal preference, the date and time the completed application was received by the HASFN shall determine which applicant is selected.
- e) Informing Applicants about Preferences** – The HASFN shall inform all applicants of the preferences set forth in this section and in section 3(III)(c) and shall give applicants an opportunity to demonstrate that they qualify for such preferences.

### **2) Notification of Selection to Applicant**

- a)** The HASFN shall notify applicants who are selected for program participation in writing. The notification shall include, at the minimum, the following information:
  - i.** A statement that the family has been documented as eligible for participation in the Lease Option Program, subject to a final update of the applicant’s eligibility materials (if changes are reported, such changes will be verified to determine the effect, if any, on the applicant’s eligibility, preference rating, payment and unit size qualification);
  - ii.** If applicable, the time and place for coaching activities and execution of the Lease Agreement;
  - iii.** The address of the unit; and
  - iv.** Notification shall state the family has ten (10) business days from the date of receipt of the notice to respond to the HASFN, either by accepting or rejecting the unit offered.

### **3) Rejection Offer of Unit**

The HASFN offers units based on its selection preferences and the preferences of the applicant (i.e., location, size of the unit, etc.) The applicant may reject the offer of the HASFN unit, but the HASFN will deduct preference points in accordance with Section 4(I)(3) of this policy. After **three (3) rejections**, the applicant will be removed from the waiting list and determined ineligible

for a period of one (1) year. Such applicants may re-apply for assistance under the Program after the expiration of the one year waiting period.

**Occupancy Standards** – The preferences described in **subsection A** and **B**, of this section will be followed, subject to requirements of this **subsection C**. In the event that a unit becomes available and there are two or more eligible applicants with identical preference status on the waiting list, the applicant who filed an application at a prior date or time will be offered the first available vacancy of appropriate size, in accordance with the following standards, except that such standards may be waived by the Executive Director if it is necessary to achieve immediate occupancy of a vacant unit, when application of the preference would result in children over five and of the opposite sex sharing a room, or when the applicant expects a change in household composition during the time of occupancy of the unit, below is a guide and does not have to be absolute:

Number of Bedrooms	Number of Persons Minimum	Number of Persons Maximum
2	1	4
3	4	5
4	5	8

### **PART 3**

## **HOMEOWNERSHIP PROGRAM AGREEMENTS; PAYMENTS; CHANGES IN INTERESTS**

### **Section 3.1. Execution of Housing Agreement.**

- A. **Execution** – Housing Agreements will be entered into by the HASFN and every applicant after selection for a unit and on or before the date for occupancy. The applicant will sign the Housing Agreement. If a husband and wife will live in the unit together, each of them will sign the Housing Agreement, including non-Indian spouses.
- B. **Amendments** – If signer or one of the joint signers of the Housing Agreement changes, except in the case of death of one of the parties, an amendment to the Housing Agreement will be executed, provided legal documentation is submitted to verify such change.

### **Section 3.2. Determination of Monthly Payment Amount.**

- A. **Computation of Income** – The applicant’s annual income shall be computed by choosing one of the following definitions of annual income:
  - 1. The HUD Section 8 Definition of Annual Income (as same may change from time to time), which is defined in 24 CFR 5.609 and is incorporated by reference;

2. The Census Long Form Definition (as same may change from time to time), which is incorporated by reference; or
3. The IRS Form 1040 Definition (as same may change from time to time), which is incorporated by reference.

**\*\*\*HASFN shall use the Definition most advantageous to the applicant. When a Definition allows for excessive mileage, excess mileage shall not exceed twenty-five dollars (\$25) per family per week, for employment or educational related travel.**

**B. Initial Determination – Monthly Adjusted Income: Annual Income minus Allowances equals Annual Adjusted Income.** Annual Adjusted Income divided by twelve (12) equals Monthly Adjusted Income. Monthly Adjusted Income multiplied by fifteen percent equals Maximum Payment. The monthly base rent payment of the participant shall equal fifteen (15) percent of the participant’s household adjusted gross income, and will not exceed thirty (30) percent of the adjusted monthly income according to NAHASDA Regulations, provided that a low-income household’s lease payment shall not exceed the Maximum Rent established.

1. **Ceiling Rent.** The HASFN Board of Commissioners has established ceiling rents which apply to all rental units in the HASFN Low Rent Housing Program. Non-low income families may have adjusted ceiling rents in accordance with NAHASDA.

**C. Maximum Rent** – A low-income household’s monthly rental payment shall not exceed the participants ceiling rent category.

**D. Annual Redetermination; Additional Redeterminations Required by Changes in Circumstances**

The monthly payment must be redetermined no less than annually on the anniversary date of the signed Housing Agreement. In fitting new participants into the reexamination schedule, the first reexamination of a new participant may not be extended more than eighteen (18) months from the date the new participant was admitted. The monthly payment must be redetermined prior to the annual redetermination date when changes that may affect the payment amount have occurred. Participants are required to provide updated information to the HASFN, including income and any changes in household composition, within fourteen (14) days of any such change in information.

**E. Information Used** – All information provided by applicants or participants during payment determinations and redetermination will be verified. Verified income and other information provided by the applicant as part of the application process and at annual recertifications are used to determine applicant monthly payments. If it is not feasible to anticipate a level of income over a (12) twelve-month period, the income anticipated for a shorter period may be annualized subject to a redetermination at the end of the shorter period.

**F. Changes in Payment Amounts** – Families will be notified in writing of any payment adjustment, and the notice will state the effective date of the adjustment. In case of a payment decrease, the adjustment will become effective on the first day of the month following the report of a change in circumstances. Increases in payments will be effective the first day of the month following the 30- day notification period. The notice will become part of the existing Housing Agreement between the participant and the HASFN.



G. **Increased Income in Excess of Eligibility Limits** – A family occupying a unit will not be required to leave its unit because income has increased and exceeds the income limits for eligibility, this is due to the family being eligible for the program at time of application.

H. **Misrepresentations** – The HASFN will notify an applicant or participant in writing if any misrepresentations of income, household composition, or other stated facts are revealed through the determination or redetermination process. The notice will state any corrective action to be taken by the HASFN.

**Section 3.3. Payment Process.** Monthly payments must be made in accordance with the following rules:

A. **Monthly Payments** – After occupancy of the unit, each participant must make a monthly payment to the Housing Authority. The Housing Authority will record the date of receipt of each payment.

B. **Due Date** – All monthly payments are due on or before the first of the month. Prompt payment is a requirement for continued occupancy. The payment receipt date will be the actual date of receipt by the Housing Authority.

C. **Preferred Form of Payments** – Participants are strongly encouraged to make monthly payments through employer payroll deduction programs or direct deposit banking programs for automatic payments, so that the payments are automatically paid each month.

D. **Debit Cards** – Participants may make payments using debit cards presented to the Housing Authority office located at 201 N. Harrison Street Shawnee, Oklahoma, between the hours of 8:00 a.m. and 5:00p.m., Monday through Friday provided that the Housing Authority maintains an electronic system for processing of debit card payments. Payments can also be made online at [sacandfoxha.com](http://sacandfoxha.com).

E. **Other Forms of Payments** – Payments may also be made by cashier’s check, check or money order by any of the following methods:

1. Personal delivery to the HASFN office located at 201 N. Harrison Street Shawnee, Oklahoma, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday;
2. By deposit in the drop box at the Housing Authority office; or
3. By mail addressed to:

The Housing Authority of the Sac and Fox Nation  
P.O. Box 1252  
Shawnee, Oklahoma 74801-1252

F. **Cash Payments** – The HASFN will not accept cash payments.

G. **Checks Returned for Insufficient Funds** – Personal checks that are returned to the Housing Authority for “insufficient funds” will not be resubmitted for payment. A \$35.00 fee will be imposed for each check returned on the participant’s account. If a participant has a check returned for insufficient funds the Housing Authority will not accept payment by check from the participant for a twelve (12) month period following the date the Housing Authority received notice of the insufficiency of funds. Subsequent payments that are returned for “Insufficient Funds” will result in the termination of the acceptance of checks for payments; and thereafter all payments will be required to be made by cashier’s check, money order, or debit card personally delivered or presented to the Housing Authority office.

- H. **Payment Delinquency Late Charges** – The payment is delinquent if it is not received on or before the tenth (10) of the month. If payment is not received by the Housing Authority on or before the tenth (10) of the month, or the following business day when the tenth (10) day falls on a weekend or holiday, a late charge in the amount of twenty dollars (\$20.00) will be added.
- I. **Partial Payments** – Participants are encouraged to make all payments in full, if cannot be made at time of payment, partial payments are authorized only if approved by Housing Management Manager. Such payments will only be allowed by a written plan allowing partial payments on delinquent payments as described in **section 5.10.B.7** of these policies. If such payments are permitted by a written plan, the payment or receipt of partial payments shall not be deemed an accord and satisfaction or waive or forfeit the Housing Authority’s rights and remedies under the Housing Agreement. A participant’s endorsement, stipulation or other statement made with submission of any partial payment shall not have any effect on the rights and remedies of the Housing Authority if the participant fails to comply with all conditions of the written plan.

### **Section 3.4. Payments during Repair Period.**

In the event that a Homeownership Opportunity Program unit must be vacated during a repair period, the Housing Authority may, in its discretion, suspend payments for the vacated unit if the repairs are not due to damages intentionally or negligently caused by a participant or a household member. If the Housing Authority provides temporary housing during a repair period and suspends payment for the vacated unit, it may require the participant to make payments for the temporary housing.

### **Section 3.5. Voluntary Move-Out.**

A participant who wishes to move out of a unit is required to provide the Housing Authority with a fourteen (14) days written notice of intention to vacate. Participants who fail to provide any notice before moving out will be charged the equivalent of fourteen (14) days additional rent. Participants who provide less than fourteen (14) days notice will be charged on a prorated basis.

### **Section 3.6. Termination and Vacated Units.**

The remaining members of a household as listed on the participant’s most recent recertification form may continue to occupy a unit upon the death or abandonment of the participant or participants or other household members, unless such persons do not meet basic eligibility requirements for the Program or such household members are required to vacate by implantation of **section 3.8** of these policies; provided that the remaining members of a household may be required to move to a unit of more suitable size than their present unit. Persons occupying vacated units without compliance with applicable provisions of these policies will be subject to eviction.

### **Section 3.7. Successors in Interest to Units in Homeownership Opportunity Programs.**

- A. **General** – A successor in interest is a person who assumes all of the rights and responsibilities of the preceding participant in accordance with the requirements of this section. A successor in interest must take the unit “as is.” Except for a surviving spouse, the determination or designation of a successor by the Housing Authority is subject to approval of the Board of Commissioners.
- B. **Death of Spouse who is a Party to Housing Agreement** – When a married couple who are parties to a Housing Agreement, and one dies, the surviving spouse will be viewed as a joint participant with full rights of survivorship and will be the successor to the deceased spouse’s interest.

**C. Participant’s Designation of Successor Due to Death or Mental Incapacity of Participant** – In the event of the death or mental disability of all of the original parties to the Housing Agreement, the person designated in writing by the participant as successor to the Housing Agreement will assume the status of participant and acquire all of the participant’s rights and responsibilities, provided that he or she meets the following conditions:

1. The successor is a family member and will make the unit his or her primary residence; or the successor is the participant’s child who is less than eighteen years and who resided in the unit at the time of the participant’s death, if the Housing Authority finds, in its discretion that an appropriate adult has been appointed legal guardian of the children with a duty to perform the obligations of the Housing Agreement in the children’s interest and behalf;
2. The successor is willing and able to pay the required payment and perform the obligations of the Housing Agreement;
3. The successor satisfies program eligibility requirements; and
4. The successor executes an assumption of the former participant’s obligations under the Housing Agreement.
5. In the event that more than one person can satisfy the above requirements, the Housing Authority will give a preference in accordance with the following standards, except that such standards may be waived by the Executive Director if it is necessary to achieve immediate occupancy of a vacant unit, when application of the preference would result in children over five and of the opposite sex sharing a room, or when a potential successor expects a change in household composition during the time of occupancy of the unit:

Number of Bedrooms	Potential Successor with Following # of Family Member Occupants to Receive Priority Over Potential Successors with Fewer Family Member Occupants	Minimum Number of Occupants	Maximum Number of Occupants
1	1-2	1	2
2	2-4	2	4
3	4-6	4	6
4	6-8	6	8
5	8-10	8	10

**D. Housing Authority’s Designation of Successor Due to Death or Mental Incapacity of Participant** – Except as provided in **sub-section E** with regard to units subject to a Mutual Help and Occupancy Agreement, if there is no successor designated by the participant at the time of the death or mental

incapacity of the participant, or if any of the conditions above are not met by the designated successor, the Housing Authority may designate any person who qualifies under **subsection C** of this section. In such cases, the Housing Authority may give a preference to family members who are named as successors or who are named as devisees or heirs in a valid will of the participant, or who are determined in a probate proceeding to be lawful heirs of the deceased, if such information is provided to the Housing Authority before the Housing Authority's designation of a successor.

E. **Disposition or Termination of Unit Subject to Lease Option Agreement in Absence of Qualified Successor or Occupant** – If there is no qualified successor to a Lease Option Agreement in accordance with this section, the Housing Authority may:

1. Assign the Lease Option Agreement to a family member who is determined to be eligible for participation in Housing Authority Homeownership Opportunity Programs and who is willing to accept the assignment with the condition that any repairs or renovations must be made at that person's own expense, if the unit is located on trust land;
2. Assign the Lease Option Agreement to the next available qualified applicant on the waiting list, if the remainder of the term of the Lease Option Agreement is less than one year, and the Housing Authority finds that it is in the best interests of the client population that it serves to make such assignment; or
3. Submit an application to HUD to approve an appropriate disposition of the home.

F. **Assumption of Interest** – Unless decreed otherwise by a court having jurisdiction over the probate of the decedent's estate, the successor designated in accordance with **subsections B, C or D** of this section must sign an assumption of interest to the deceased's interest in the original Housing Agreement and will acquire all of the participant's rights and obligations arising from the Housing Agreement, including transfer of any equity account accrued as of the date of death to the successor's name for the limited purposes of such equity account as described in the original Housing Agreement.

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

### **Section 3.8. Effect of Separation and Divorce on Housing Agreement Rights.**

- A. **Rights While Divorce Pending** – During the pendency of any divorce proceeding, both parties to a Housing Agreement will continue to have all of the rights and responsibilities arising from the Housing Agreement, provided that the Housing Authority will honor any temporary court order granting possession of the unit to one of the parties.
- B. **Notices** – All notices for any purposes are required to be sent by the Housing Authority to the party in possession of the unit. Such notice will be deemed sufficient on both parties; provided that if the Housing Authority is aware of the pendency of a divorce action, it will also send copies of notices to the last known address of the absent party.
- C. **Court Order** – The Housing Authority will also honor any permanent court order granting possession of the unit to one of the parties and determine the responsibilities of the parties under the Housing Agreement, provided that such Court must have personal and subject matter jurisdiction over the action and the property. The Housing Authority will recognize the final decree as an assignment of interest.

## **PART 4**

### **MAINTENANCE, OCCUPANCY REQUIREMENTS, AND INSPECTIONS**

**Section 4.1. Review of Applicant’s Responsibilities.** Applicants must meet with Housing Authority staff before occupying their unit. The meeting will include a review of the applicant’s responsibilities as a participant, including payment obligations described in Part 3 of these policies and maintenance and occupancy requirements described in this Part.

**Section 4.2. Failure to Meet Responsibilities Grounds for Termination of Housing Agreement.** Failure of the participant to comply with requirements of this Part 4 will be grounds for coaching, enforcement, and termination remedies under Part 5 of these policies.

**Section 4.3. Utilities.** Each participant must furnish his/her own utilities and pay all utility costs. The HASFN will have no obligation for the utilities.

**Section 4.4. General Requirements for Maintenance by All Participants; Pets.**

- A. **Unit To Be Kept in Clean and Safe Manner** – The participant must keep the unit in a clean and safe condition in compliance with these policies.
- B. **Routine Maintenance** – All participants in Homeownership Opportunity Programs must comply with the following routine maintenance requirements:
  - 1. Countertops, cabinets, pantry, baseboards, and other surfaces must be kept clear and clean of all loose food particles and crumbs.
  - 2. All floor areas must be swept and mopped on a routine basis.
  - 3. Dirt, grease, food items, and other items must be disposed of in a proper manner and will not be flushed down stools, tubs, or sinks.
  - 4. All stools, tubs, sinks, and showers must be cleaned on a routine basis to avoid build-up of mineral deposits, soap scum, and stains.

5. All vents, ceilings, and corners must be dusted and free of cobwebs.
  6. All dirty laundry must be stored in baskets, hampers, or similar receptacles and will not be laid directly on floor areas.
  7. All household trash must be bagged and disposed of as often as local sanitation service runs. Trash must not be stored inside or outside the unit longer than one week.
  8. All grass, trees, shrubs, and branches must be mowed or trimmed and disposed of in a reasonable manner.
  9. All outside property must be kept clean and clear of trash, debris, oil, pet waste, old appliances, and furniture, inoperable or illegal vehicles, and other items. (Illegal vehicles are untagged or out of date tagged vehicles and inoperable vehicles that will remain at the unit must be operational within one (1) month or be subject to removal.)
- C. **Pets and Other Animals** – Participants cannot keep barnyard animals at the unit site. Participants cannot keep more than two dogs at the unit site, unless specifically authorized by the Board of Commissioners due to special circumstances. All outside pets must be chained, leashed, or otherwise confined to the unit site, and must not be allowed to run at large. Any animals kept by participants will be kept clean, and the unit floors will remain clear and clean of all pet waste. All animals must be vaccinated for rabies. See Pet Policy dated February 25, 2019.
- D. **Charges for Non-compliance** – The participant will be charged any and all costs the HASFN incurs for correcting the non-compliance, i.e., picking up trash, wrecker service for car removal, and similar activities.

#### **Section 4.5. Special Maintenance and Notice Requirements for Participants in Homeownership Opportunity Programs.**

- A. **Homeownership Opportunity Program Participant Responsibility for Maintenance and Repairs** – Participants in Homeownership Opportunity Programs are responsible for all maintenance and repair of the unit, including extermination and repairs and replacements necessitated by damage from any cause, except items covered by insurance and warranty items when the participant has provided timely notice of such items to the Housing Authority in accordance with **section 4.7** of these policies.
- B. **Costs of Maintenance and Repairs; Warranty Items** – The Housing Authority will not be obligated to pay for or to provide any maintenance or repair of the unit other than the correction of warranty items reported in writing during the applicable warranty period in accordance with **section 4.8**.
- C. **Emergency Repairs** – If the participant fails to correct emergency conditions that endangers the health and safety of individuals or threatens the integrity or safety of persons and property, the Housing Authority will make an effort to contact the participant at home and work if applicable. The Housing Authority will notify the participant that the participant must correct the conditions within twenty-four (24) hours or the Housing Authority will have the condition corrected at the participant's expense. If efforts to contact the participant fail or the participant fail to make the repair within the twenty-four (24) hour period, the Housing Authority shall contract to have the violation corrected at the participant's expense. Emergency is considered HVAC, electrical, and/or plumbing; if a major repair is needed the tenant will need to agree

to a payback agreement. The agreement will be based on the amount of the repair.

#### **Section 4.6. Insurance and Warranties.**

- A. **Insurance** – The HASFN shall provide required insurance on the unit structure, including fire and extended coverage. The HASFN shall report all damages to the unit within 7 to 10 days of occurrence for claims processing. The HASFN insurance coverage does not include damages to the participant’s personal property, the contents of the unit, and/or outbuildings and fencings. The participant may obtain insurance for personal property/contents at his or her own expense.
- B. **Warranties** – When a unit is constructed, there are various warranties provided, including a contractor’s warranty, and manufacturer’s and supplier’s warranties. If a warranty is activated due to improper construction or other defects, including defects in supplies and equipment, the person or entity which gave the warranty is under an obligation to correct the defect without cost to the Housing Authority or the participant, provided proper notice is given during the warranty period will be the **first year of occupancy**.
- C. **Participant Responsibilities Concerning Insurance and Enforcement of Warranties:**
1. Within thirty (30) days of commencement of occupancy of a unit, the Housing Authority will furnish the participant with a list of applicable contractors’, manufactures’ and suppliers’ warranties indicating the items covered and the periods of the warranties, and stating the homebuyer’s responsibility for notifying the Housing Authority of any deficiencies that would be covered under the warranties.
  2. The participant must promptly inform the Housing Authority in writing of any damage to the unit or of any apparent or suspected defects or deficiencies in the unit, so the Housing Authority may enforce any rights under any applicable warranties in effect at that time.
  3. If a participant fails to furnish a timely report of any such apparent or suspected damage or defects, and if that failure results in the Housing Authority’s inability to use insurance or enforce a warranty that was in effect but that expired before the defect or condition was discovered by the Housing Authority, the Housing Authority may take appropriate action, including action to ensure that the participant assumes or shares in any costs resulting in failure to make a timely report.

#### **Section 4.7. Rules of Occupancy.**

**Participant Code of Conduct** – All participants, household members and guests must comply with a code of conduct by abiding by all rules and regulations affecting the use for occupancy of the premises and all policies of the HASFN and the laws of the Sac and Fox Nation of Oklahoma, including but limited to:

- A. **Principal Residency Requirement** – Program participants are required to use the program unit as their principal place of residence. A unit which has been unoccupied for a period of thirty (30) days or more may be determined to be abandoned and in breach of the lease agreement.
- B. **Utilities** – The participant(s) shall activate and pay any required deposits for utility services (including, but not limited to, water, gas, and electricity) in the Participant’s name prior to the HASFN at the time the lease is executed. Disconnection of utility services to the **unit for a period in excess of ten (10) days constitutes grounds for termination of participation in the program.**

- C. **Zero Income** – Participants must have income sufficient to meet any and all financial obligations of the program **at all times**, and cannot incur a material loss of earned or unearned income for a period of more than sixty (60) consecutive days. If material income loss is reported by participant more than once in a twelve (12) month period, this constitutes grounds for termination of participation in the program. **For the purpose of this section, “material” means that the loss of income is significant enough to cause the Participant’s base monthly rent to equal less than \$125.00 per month.**
- D. **Sale of Unit** – The participant must not attempt to sell the unit.
- E. **Subleases** – The participant may not sub-lease the unit, take in boarders, or use the unit as grounds as a place of business without written permission of the Housing Authority.
- F. **Structural Changes** – The unit is the property of the HASFN, and all structural modifications and major improvements must be **pre-approved** by the HASFN in writing prior to actual construction. Any activities approved pursuant to this section must be paid in full by the participant and comply with any, and all applicable construction/building codes. No liens or other encumbrances may be placed on the unit as a result of the work undertaken.
- G. **Temporary Structures** – No structure of a temporary character (including but not limited to trailers, tents, shacks, garages or barns) may be used at any time as a residence, whether temporarily or permanently. Additionally, no portable or prefabricated building or dog pen shall be located upon any lot without the prior, written permission of the HASFN.
- H. **Building and Housing Codes** – The participant must comply with all obligations, imposed upon participants by applicable provisions of building and housing codes materially affecting health and safety.
- I. **Business Use of Unit** – The participant may request permission, in writing, to operate a small business. The business shall not disrupt the basic residential nature of the unit or require permanent structural changes.
- J. **Vehicles** – All vehicles must be operational. A participant may not park a vehicle in any area other than a garage, designated driveway, and/or city street in accordance with local ordinances. If the parking restrictions are not adhered to, the following actions will be taken:
1. A vehicle that is not parked according to HASFN regulation or that is nonoperational must be removed before a specified date which can be no longer than two (2) weeks from the date of tagging.
  2. Non-operational vehicles will be removed at the participant’s expense.
  3. The participant will be charged for damage caused by oil or fluid spills and any lawn damage due to removal of vehicle.
- K. **Responsibility for Actions of Residents and Visitors** – The person whose name is on the Housing Agreement is responsible for all actions of children and other residents of the unit. The participant and resident members of the unit household and visitors must comply with all laws affecting the use or occupancy of the unit. The participant must cause all family members or other persons who are on the unit site with his/her consent to conduct themselves in a manner which will not threaten the health or safety, or right to peaceful enjoyment of the unit site, by other residents and HASFN employees or contractors, or the health or safety or, or right to be peaceful enjoyment of their premises by, persons residing in the



immediate vicinity of the unit site. The participant must not destroy, deface, damage, or remove any part of the unit and of the immediate vicinity, nor allow the unit household members or guests to do so.

- L. **Public Nuisances** – Participants shall keep the premises in a clean and sanitary condition and shall not create or permit any unsightly conditions or offensive activity. Unlicensed, inoperable (this includes a flat tire) and/or wrecked vehicles or household appliances on the premises or common areas are specifically prohibited. The HASFN may monitor the condition of the unit through periodic inspections and drive-bys. A car must have a valid license plate, or it will be considered a junk car and the participant will be required to remove it from the property. The HASFN and/or the Sac and Fox Tribe, in its sole discretion, may define and summarily abate any condition constituting a nuisance at the Participant’s expense.
- M. **Garbage** – No participant may burn or permit the burning of garbage or other refuse, nor accumulate or permit the unsightly accumulation outdoors of such refuse or garbage.
- N. **Yard Maintenance and/or Improvements** – No fence, wall, garden, pond, outdoor fire pit, or other modification may be erected without the prior, written permission of the HASFN. Blueprints, cost estimates, and any other relevant information shall be presented to the HASFN to aid in its determination. Participant(s) must maintain any enhancements or modifications approved pursuant to this section at their own expense.
- O. **Common Areas and/or Roads** – Participant(s), household members and /or guest shall not evade speed bumps, drive through or park vehicles in yards or otherwise operate their motor vehicles in an unsafe manner. All-terrain vehicles and “four-wheelers” may not be operated on yards, roads, or common areas. Tampering with manhole covers, street-lamps, and/or security cameras/lights is specifically prohibited.
- P. **Prohibition against Criminal Conduct or other Conduct Detrimental to Community** – Any criminal conduct as describe in **Section 2.2** of these policies, including any drug-related criminal activity, engaged in by a participant or any member of the participant’s household residing in the unit, is prohibited. Any such conduct by a guest or other person under the participant’s control occurring on or near the unit site is also prohibited.
- Q. **Prohibition against Other Activities Threatening Health, Safety, and Right to Peaceful Enjoyment** – Any other activities by a participant or any member of the participant’s household residing in the unit, and any other activities engaged in on or near the unit site by any guest or any other person under the participant’s control, that would likely threaten the health or safety, or right to peaceful enjoyment of the unit site, by other residents and HASFN employees or contractors, or the health or safety of, or right to peaceful enjoyment of their premises by, persons residing in the immediate vicinity of the unit site, including such activities described in **Section 2.2** of these policies, are prohibited.
- R. **Abandonment of Unit** – The participant’s abandonment of the unit without notice and termination of Housing Agreement is prohibited. The HASFN may consider the following factors in determining whether a unit is abandoned: **the absence of persons at the unit when the HASFN representatives visit, the return of mail to the HASFN with the notation “refused”, “undeliverable”, “unclaimed”, or similar notation, and delivery of a written statement by the participant to the HASFN.** If the participant abandons the unity without notice to the HASFN, the participant shall remain subject to the obligations of the Housing Agreement, including the obligation to make monthly payments until the effective date of termination of the Housing Agreement by mutual agreement of the parties or by action of the HASFN in

accordance with HASFN **Collection and Eviction Policies**. When the HASFN determines that a unit is unoccupied the HASFN may protect its' interest in the unit by taking possession by entering the unit and changing the locks, if the participant does not provide proof of occupancy within three (3) days of the HASFN's posting of an abandonment notice on the property.

- S. **Additional Policies** – The participant must abide by all other necessary and reasonable policies issued by the HASFN for the benefit and well-being of the unit, which must be prominently posted in the HASFN office.
- T. **“Statement of Particulars” Form** – This document is signed by the participant at the time of execution of lease. This document ensures decent, safe, and sanitary housing conditions for all housing program participants. Any violations or non-compliance of these requirements may lead to mandatory coaching and/or termination of lease. If the HASFN has-to correct any of these problems, the participant will be required to pay any, and all costs associated with the correction. (APPENDIX F)

#### **Section 4.8. Inspections.**

##### **A. Purpose**

The purpose of the inspection will be to ensure that the participant is complying with his/her maintenance responsibilities and to show that the unit is in a safe and sanitary condition. Inspections will include the interior, exterior, and adjacent grounds of the unit. The following procedures will be followed in the inspection process:

- 1.) **Notice** – A letter will be sent by regular mail notifying the participant of the upcoming inspection date. The letter shall state the date and time of the inspections whether it be quarterly, semi-annually, annually, or etc.
- 2.) **Date** – The date set for the inspection will be at least fourteen (14) days after the date the letter is sent.
- 3.) **Arrangements to be Home for Inspections** – If a participant cannot be home on the date set forth in the first letter, he/she must notify the HASFN immediately and make arrangements for a later time not to exceed ten (10) days from the date set in the first letter, or make arrangements to have a representative over eighteen (18) years of age present at the inspection.
- 4.) **Rating System** – The HASFN will use a rating system for the conduct of inspections, “ACCEPTABLE” or “UNACCEPTABLE”. If a unit receives a rating of unacceptable, due to insufficient items, the HASFN will conduct a follow-up inspection within thirty (30) days of the initial inspection.
- 5.) **Second Letter of Request** – If the Housing Inspector arrives to inspect the unit, only to find it locked and no one is at home, the HASFN will send a second letter by regular mail to the participant of the new scheduled date, which must not be less than seven (7) days from date letter is mailed.
- 6.) **Failure to Allow Inspection** – If, not having heard from the participant, the Housing Inspector arrives to inspect the unit for the second time, only to find it locked and no one at home, the HASFN will proceed with enforcement action pursuant in the HASFN Collections and Evictions Policy.
- 7.) **Written Report** – After the inspection, the Housing Inspector will give the participant a written statement, signed by the Housing Inspector, of the conditions of the unit and equipment. If the

participant concurs with the statement, the participant will sign a copy of the statement. If the participant does not concur, participant should list the objections in writing, and/or Housing Inspector must note all such objections on the statement. The written state of the condition of the unit will not limit the participant's right to claim later defects in construction that may be covered by warranties.

## **B. Frequency of Inspections**

The HASFN shall and will conduct a complete interior and exterior inspection of each unit and premises for the following situations:

- 1.) Initial Move-In Inspection** – Before occupying a unit, the applicant, accompanied by the Housing Inspector will complete a move-in inspection to record the condition of the unit. At the conclusion of the inspection the participant shall sign the report and a copy of the inspection report will be given to the applicant. This inspection will have detail of any deficiencies in the unit.
- 2.) First Year of Occupancy Inspections** – During the first 12 months of occupancy, a new participant shall have four (4) quarterly inspections to allow the HASFN to monitor maintenance and warranty of the home during the first year of occupancy. Depending on the rating of the four quarterly inspections performed, the HASFN will determine whether a participant requires continued quarterly inspections for next twelve (12) months or moves to second year of occupancy inspections of semi-annual inspections.
- 3.) Second Year of Occupancy Inspections** – During the second 12 months of occupancy, a participant will be required to have semi-annual inspections. At the last six-month inspection, the HASFN will determine whether a participant continues to have semi-annual or move to the third year of occupancy inspections of once a year on their initial move-in inspection date.
- 4.) Third Year of Occupancy Inspections** – During the third 12 months of occupancy, a participant will be required to have annual inspections, if and only if the participant has had acceptable inspections on the second-year semi-annual inspections.
- 5.) Follow-up Inspections** – The HASFN shall conduct a follow-up inspection to determine if the deficiencies identified in a previous inspection have been corrected. The participant shall be notified, by regular mail, and given the opportunity to be present at the inspection. If the participant has not corrected the deficiencies, the lease agreement may be terminated in accordance with this policy, or the HASFN may perform the necessary work and charge the participant for the repair of any damages caused by the participants or their guests.
- 6.) Opportunity to Cure Deficiencies** – In the event an inspection requires a follow-up inspection to correct any deficiencies, the participant shall be notified by letter sent by regular mail of the deficiencies that need to be corrected and given a minimum of thirty (30) days to cure the deficiency. If the participant needs additional time to correct these items, they can contact the Housing Inspector or Housing Manager to get permission for an extension.
- 7.) Move-out Inspections** – Upon termination of participation in the program, for any reason(s), door locks will be changed out and a move-out inspection shall be conducted in a timely manner by the Housing Inspector. The participant may have a representative of their choice present at the move-out inspection. At the conclusion of the inspection, the participant shall sign an inspection report detailing any deficiencies in the unit. Participants who fail to attend the move-out inspection (either in person or through a representative) waive their right to object to any deficiencies

noted in the report and/or any charges assessed by the HASFN.

- 8.) Other Inspections; Emergencies** – HASFN may inspect the unit at any other time for any reasonable purpose. HASFN shall provide the participant with 24-hour notice of the inspection when possible under the circumstances and shall use its best efforts to minimize any disruption or inconvenience to the participant. HASFN may enter the unit at any time without notice to the participant in the event of an emergency, including but not limited to participant health or safety concerns, or imminent damage or destruction of the unit. HASFN shall notify the participants as soon as possible subsequent to the conduct of such emergency inspection.

**C. Coaching/Continuing Education**

Participants may be required to participate in ongoing educational programs regarding maintenance obligations, financial responsibility, and other aspects of program participation or preparation for homeownership. Attendance is mandatory for all coaching sessions scheduled by the HASFN and participation in such programs is a condition of continued occupancy. If the participant fails to attend the coaching session as required, the HASFN may commence termination proceedings pursuant to the HASFN Collections and Evictions Policy. Upon completing the mandatory coaching sessions, the HASFN may require the participant to enter into a written agreement and/or impose a period of probation not to exceed a period of twelve (12) months in order to monitor payments, inspections, or other condition(s) resulting in non-compliance. Failure to comply with the written agreement or to fulfill all terms and conditions of probation may result in termination proceedings pursuant to the HASFN Collections and Evictions Policy

**PART 5**

**COACHING, ENFORCEMENT, AND TERMINATION OF HOUSING AGREEMENTS**

**Section 5.1. Coaching.**

- A. Post-Occupancy Coaching** – The Housing Authority will provide post-occupancy coaching to participants concerning programmatic requirements and obligations, including payment obligations, income recertification, maintenance of the unit, and availability for inspections of the unit, in order to assist in development of the skills necessary to meet participant’s obligations and objectives, and to assist in the utilization of community resources.
- B. Mandatory Coaching Involving Participant’s Failure to Meet Obligations** – A participant will be required to attend mandatory coaching for purpose of post-occupancy coaching as described in **subsection A** of this section and for purposes of any Notice of Non-Compliance with Agreement and Mandatory Coaching issued in accordance with **section 5.7** of these policies.

Types of Enforcement Actions. The HASFN, in its sole discretion, may schedule Coaching sessions with the Participant(s) and may enter into a payment agreement or corrective action plan intended to bring the Participant(s) into compliance with their payment obligations and/or other aspects of Program Participation, in lieu of eviction. The head of the household shall attend all mandatory Coaching sessions. Attendance is mandatory for all Coaching sessions scheduled by the HASFN and is a condition of continued participation in the Program. The HASFN may terminate participation and commence eviction procedures in the event that Participant(s): (i) fail to appear for any scheduled Coaching session, (ii) refuse to enter into a plan deemed necessary by the HASFN and/or (iii) breach the

terms of the plan. Enforcement actions include but are not limited to:

- Mandatory Coaching
- Corrective action plan; and/or
- Eviction

**Section 5.2. Enforcement – General.** The Housing Authority has a duty to ensure that participants follow all requirements of the Housing Agreement and related Housing Authority policies. Failure of the participant to comply with these requirements will result in action by the Housing Authority to work with the participant to remedy the situation and cure non-compliance issues, and if deemed necessary, action by the Housing Authority to terminate the Housing Agreement and recover possession of the unit. Breaches of the Housing Agreement will be handled as described in Part 5 of these policies.

**Section 5.3. Grounds for Enforcement Action.**

- A. **Types of Enforcement Action** - Enforcement action may include, without limitation, mandatory coaching, a plan for corrective action, termination of the Housing Agreement, and/or court action.
- B. **Grounds for Enforcement Action** - The following constitutes grounds for enforcement action during the term of the Housing Agreement:
1. Serious violation of the terms or conditions of the Housing Agreement, including, without limitation, violations of payment requirements; misrepresentation of income; failure to complete required recertification of income and to update the list of each member of the participant's household residing with the participant; and failure to attend required coaching sessions;
  2. Repeated violations of less serious terms or conditions of the Housing Agreement;
  3. Violation of applicable tribal, federal, or state law;
  4. Failure to comply with maintenance and occupancy requirements described in Part 4 of these policies, including criminal conduct as described in **sections 2.4 and 4.7** of these policies and other conduct threatening the health or safety, or right to peaceful enjoyment of the unit site, by other residents and Housing Authority employees or contractors, or the health or safety of, or right to peaceful enjoyment of their premises by, persons residing in the immediate vicinity of the unit site as described in **sections 2.4 and 4.7** of these policies.
  5. Other good cause, including the addition of a member to the participant's household if such person has been previously removed or evicted or vacated a dwelling for non-payment or other non-compliance with any agreement with the Housing Authority, other Indian housing authority, other public housing authority, or a private landlord, unless (i) the Board has granted a waiver of such requirement in accordance with **section 2.4**, or (ii) the participant requires such person to vacate the unit within fourteen (14) days of receiving notice from the Housing Authority of such person's ineligibility to reside in the unit.

**Section 5.4. Address Changes; Service of Notice.**

- A. **Participant to Notify Housing Authority of Address Changes** – It is the participant’s responsibility to notify the Housing Authority of any change of address.
- B. **Service of Notices** – Service of all notices required by this Part 5 of the Housing Authority’s policies must be made in the manner described in **section 1.9** of these policies.

**Section 5.5. Computation of Time.** In computing any period of time prescribed or allowed by these policies the designated period of time will begin the day after the act, event, or default occurs. If the last day of the period is on a Saturday or a Sunday or on any weekday when the office of the Housing Authority is not open for business for the full period of its regular office hours, the computed last day of the period will be on the next full business day.

**Section 5.6. Special Enforcement Requirements for Payment Delinquencies. See Collection and Eviction Policy**

- 1) **Enclosure of Mandatory Coaching Notice** – If the participant has not been previously served with a Notice of Non-Compliance and Mandatory Coaching involving a payment delinquency during the preceding twelve-month period (or a shorter time period if the Housing Agreement has been in effect for a shorter period), a Notice of Non-Compliance and Mandatory Coaching as described in **section 5.7** of these policies will be enclosed with the Second Notice.

**Section 5.7. Notice to Terminate Agreement and to Vacate Unit.**

- A. **Decision to Terminate Agreement; Notice** – Upon determination of the Housing Authority Executive Director, in his or her sole discretion, that attempts to assist the participant to come into compliance with the Housing Agreement have failed, the Housing Authority will serve a Notice of Termination and Notice to Vacate Unit, subject to the following exception: The Housing Authority may issue such notice without considering past attempts to assist the participant to come into compliance with the Housing Agreement under the following circumstances:
  - 1. The participant or member of the participant’s household has plead guilty, no contest, or has been convicted of a criminal offense as described in **section 2.2.G** of these policies; or
  - 2. A guest or other person under the control of the participant has plead guilty, no contest, or has been convicted of a criminal offense committed on or near the unit site.

**B. Contents of Notice**

- 1. The Notice will contain a brief statement of the specific grounds or reasons for the termination.

**Section 5.8. Discretionary Probationary Period.**

- A. **Probationary Period Decision** – If within thirty (30) days after the Housing Authority gives Notice of Termination and Notice to Vacate Unit, the participant presents credible evidence of hardships that caused the participant’s non-compliance with the plan or additional non-compliance with the Housing Agreement or these Policies, or presents assurances or evidence satisfactory to the Housing Authority that the participant will timely resolve the issue and will not repeat the non-compliance, the Executive Director will have discretionary authority to renegotiate the plan, to extend the deadline for the participant’s

compliance with the plan, and/or to extend the date of termination for probationary period not to exceed one year. Any such extension must be in writing and must be provided to the participant. In making a decision concerning an extension, the Housing Authority may consider the participant's history of non-compliance, history of failure to comply with other plans in the past, and history of suits previously filed against the participant by the Housing Authority.

- B. **Non-Compliance During Probationary Period** – If the participant fails to comply with the plan or further violates the Housing Agreement during any probationary period, the Executive Director may, in his or her sole discretion, revoke the probation and file an action for eviction, damages, and other remedies against the participant in the Sac and Fox District Court without further notices or coaching meetings. Upon revocation of the probation, the Housing Authority will immediately serve notice of the revocation, which must list the reasons for the revocation.

#### **Section 5.9. Participant's Abandonment of Unit after Termination Notice.**

If a participant moves out after notification of termination, the Housing Authority will consider the Housing Agreement terminated and the unit abandoned and will send a statement to the participant of any amount owed, once the participant is located. The Housing Authority may enter into a payment agreement with the participant who has vacated the unit, at the discretion of the Housing Authority's Executive Director. If the participant does not make any required payment in full, does not enter into a payment agreement, and/or fails to comply with a payment agreement, the Housing Authority will make every attempt to collect the amount owed by the participant, which may include filing suit against the participant.

#### **Section 5.10. Court Proceedings.**

- A. **Relief Requested in Suit** – If thirty (30) days after service of a Notice of Termination and Notice to Vacate Unit, no discretionary probation period has been granted and the participant has failed to either remedy the grounds for termination, such as payment of any amount due, or failed or refused to vacate the unit, the Housing Authority will file suit in the Sac and Fox Nation District Court and seek appropriate remedies. Such remedies may include, without limitation, the Housing Authority recovery or possession of the property and obtaining any payment due from the participant, such as delinquent payments and costs of any repair of damages to the unit caused by the participant, excluding normal wear and tear.
- B. **Due Process; Nature of Suit** – Suits to recover possession of a unit shall be treated as an eviction of a tenant, and will be conducted in a manner that affords due process to the participant in accordance with the participant's status as a tenant. Actions to recover possession of a unit will not be conducted as a foreclosure action, because no Housing Agreement, including Agreements made under the LOA, gives the participant any ownership interest in the unit, until and unless the participant has satisfied all requirements of the Housing Agreement and the participant has exercised an option to purchase.
- C. **Service** – Service of process upon the participant in suit brought in the District Court of the Sac and Fox Nation must be in accordance with the laws of the Sac and Fox Nation.
- D. **Settlement** – The Housing Authority reserves the right to seek resolution of that case and settlement while a court action is pending. If the matter is settled, the parties will inform the court that a settlement has been reached and request a judgment based on the settlement. If the settlement and judgment include a

probationary period, they must include statements that in the event the participant breaches the settlement agreement during probationary period, the Housing Authority may file a motion for enforcement, and that following notice to the participant, a hearing will be held on the Housing Authority's request for eviction of the participant and other appropriate relief.

- E. **Attorney's Fees and Costs** – The Housing Authority may request a judgment from the Court requiring a participant to pay court costs, attorney fees, and filing fees.
- F. **Judgment to be Provided to Participant** – The Housing Authority will provide to the participant a copy of any judgment issued by the Court, unless the Court record reflects that the Court Clerk or other Court personnel sent it to the participant.
- G. **Appeals from District Court Decisions** – Appeals from a decision of the District Court of the Sac and Fox Nation will be made to the Sac and Fox Nation Supreme Court and will be made pursuant to the rules of said Court.
- H. **Enforcement of Judgment** – The Housing Authority may refer a judgment requiring payment by the participant to a collection agency, or seek enforcement of the judgment in the District Court of the Sac and Fox Nation or in any other court that has jurisdiction over the participant's assets. The Housing Authority may seek a Writ of Execution from the District Court of the Sac and Fox Nation seeking removal of the participant from the unit if the participant fails to vacate the unit by the date specified in the judgment. Such Writ of Execution will instruct law enforcement officers to remove the participant from the unit. Housing Authority employees and members of the HASFN Board of Commissioners, Sac and Fox Nation Business Committee must not attempt to remove a participant other than through enforcement of a Writ of Execution by law enforcement officers.

#### **Section 5.11. Disposition of Personal Property.**

It is the responsibility of the evicted participant to remove all personal property from the unit within the time specified (**15 days**) in the eviction judgment. The Housing Authority will monitor the unit and arrange to secure the unit (changing locks, boarding up the windows or doors, and similar activities) when it is vacated by the participant. If the participant does not appear to have completely vacated the unit within the time specified in the eviction judgment, Housing Authority personnel may remove personal items from the unit under the supervision of Housing Authority upper level management staff designated by the Executive Director or under the supervision of a law enforcement officer, and may dispose of them in accordance with the Housing Authority's property disposition policies, if any, or in other lawful manner deemed suitable by the Housing Authority, unless otherwise determined by a court order. Proceeds if any, after such disposition, may be applied to the payment of amounts owed by the participant to the Housing Authority.

## **PART 6**

### **RECERTIFICATION OF PARTICIPANT STATUS**

#### **Section 6.1. Procedures.**

For the purpose, of determining the participant's payment, the HASFN shall examine the participant household's earnings and other income prior to initial occupancy and shall examine such income at least once a



year thereafter.

- A. **Recertification Schedule** – The participant’s “recertification schedule” shall coincide with initial date of occupancy. The re-examination process shall commence at least three (3) months prior to the effective date of recertification to allow sufficient time for the HASFN staff to verify all information provided by the participant. The participant will be notified of the need to recertify and set a date/time for the recertification. Monthly payments shall not be adjusted between dates of annual recertification except as provided in Section B, below.
- B. **Recertification Packet Forms** – The participant shall be required to complete and sign a recertification packet annually. All entries are to be made in ink only. Changes or corrections are to be initialed and dated by the person making such changes.
- C. **Records Retention** – Data assembled at the time of recertification is to be filed in the folder set up for the participant at the time of admission.

**Section 6.2. Interim Recertification of Income and/or Household Status.**

In addition to submitting such information as may be required at the time of annual recertification.

\*\*Participants have an affirmative duty to report immediately income changes or household status to the HASFN, as specified below.

- A. **Circumstances Requiring Interim Recertification** – Participants are required to report immediately the occurrence of one or more of the following circumstances.
  - a. Income Increase – participant will only report new income when no income is being reported.
  - b. Income Loss
  - c. The loss of any household member through death, divorce, or other circumstances; and/or
  - d. The addition of a household member by marriage, birth, or other circumstances.
- B. Any participant who reports a change in family circumstances (such as a decrease in income or a change in family composition) shall be given an interim income determination and upon verification, the monthly payment shall be adjusted.
- C. Adjustments that decrease a participant’s monthly payment are to be made effective on the first day of the month following the income change, provided that no downward monthly payment adjustments are to be processed until the alleged changes in circumstances have been substantiated. Payments that are increased due to an income change, a participant will receive a thirty (30) days notice of payment change.

**Section 6.3. Verification of Documentations.**

To ensure the accuracy of the data upon which determination of eligibility for the continued occupancy (including changes in required monthly payments) are made (either by scheduled recertification or an interim recertification), the information submitted by the participant household shall be verified. Verification procedures are the same as those described in Section III(2).

**Section 6.4. Required Action Following Recertification.**

Within thirty (30) days of receiving the recertification packet and all required supporting documentation, the HASFN shall notify the family in writing of any changes to be made to the participants payment or any compliance issues or concerns.

**Section 6.5. Failure to Comply with Annual Recertification.**

If the participant fails to respond to the letter requesting recertification information, there will be a two (2) written letter notice grace period for submission of information. First letter will be a First Notice of Non-Compliance and will have ten (10) business days to respond. If tenant fails to respond, then a second letter will be a Second Notice of Non-Compliance and will have ten (10) business days to respond. If the participant fails to provide the information requested by the due date on the 2<sup>nd</sup> notice, there will be a 3<sup>rd</sup> and final notification mailed-out and if not returned on the specified date five (5) business days, it shall be deemed a violation of this policy, which may result in termination. In addition, participants who fail to report upward changes in income may be liable for additional amounts due to the HASFN. Participants who fail to report downward changes in income shall not be entitled to any retroactive adjustment of rent.

**PART 7  
CONVEYANCE**

**Section 7.1. Purchase Option.**

Participants in the Lease Option/Homeownership Program will be given the opportunity to purchase their home in accordance with this Section and when all obligations of participation in the Lease Option/Homeownership Program have been satisfied. HASFN is the record owner of the home, and the HASFN may terminate the lease agreement for any non-compliance violation of the agreement. The participant may terminate at any time by giving a thirty (30) day written notice.

**Section 7.2. Purchase Price Schedule.**

When the participant is admitted into the program, a purchase price schedule/amortization schedule will be provided, containing the following information:

- A. The initial purchase price for the home.
- B. The amount by which the purchase price drops each month of participation, and declining price of purchase each month over the term of the lease agreement, which shall be twenty-five (25) years or three hundred (300) months.
- C. Where the HASFN has used a constructive interest rate to compute the declining purchase price, the interest rate used.
- D. The approximate date on which the purchase price drops to zero and is fully amortized.
- E. Where the equity amount total equals the principal amount total.

**Section 7.3. Purchase Price.**

- A. **Initial/Subsequent Purchase Price** – The purchase price is determined by HASFN, to approximate the actual value of the home at the time of admission. HASFN may determine the subsequent purchase price as follows:
  - a. Appraised or market value, including comparable appraisals or similar units in the same or similar communities.
  - b. Current replacement cost, determined by any reasonable method.
  - c. Using the remaining purchase price of the home listed on the original purchase price schedule, in combination with an appropriate “age” of home, which is developed by judging years of use and

- actual condition or aging of the home.
- d. Any combination of these or other methods that will approximate actual value.

**Section 7.4. Conveyance Eligibility.**

A unit shall be eligible for conveyance to the participant, and the HASFN shall convey such unit, when the participant:

- A. Has met all, of the obligations of participation in the Lease Option/Homeownership Program set forth in this policy, and
- B. The established purchase price of the unit has been paid or a period of twenty-five (25) years has elapsed since the participant's initial occupancy of the unit.

The unit shall be conveyed to the tribal member(s) who initially qualified for the program participation based in part on such tribal membership, regardless of whether the lease agreement also was executed by a spouse or co-habitant.

**Section 7.5. Conveyance Procedure.**

Within thirty (30) days of the anticipated conveyance date, the HASFN shall provide the participant with written notice of the anticipated payoff amount by regular mail. The notice shall include, at a minimum: a statement of the balance owed; the approximate date of payoff; and an estimate of all required charges, fees, and costs to be paid by the participant at the time of settlement. The HASFN representative shall prepare all the necessary documents and perform all required actions to enable the home to be conveyed. The HASFN shall verify all financial accounts and documents to ensure accuracy. Once the participant has paid off the balance of the home and other necessary settlement costs, a notification shall be made to the participant of the closing date. At the closing, the participant as a duly authorized representative of the HASFN shall execute all the required documents and legal instruments necessary to effectuate the conveyance of title to the unit. The participant shall receive a copy of the settlement statement detailing all charges and the original Warranty Deed or other instrument of conveyance. The HASFN may, but is not required to, provide an abstract of title for the Dwelling unit at the time of conveyance.

**Section 7.6. Limitations.**

The timelines and procedures set forth in Section 7 may vary for the conveyance of homes with special land status considerations (such as home situated on trust or restricted Indian Land).

**Section 7.7. Disposition of Proceeds/Settlement of Account.**

Any remaining balance due to the participant(s) after closing shall be made out as a check and mailed to the participant within ten (10) days of the closing date or the participant(s) can come by the HASFN office to pick up check.

## **PART 8**

### **MISCELLANEOUS PROVISIONS**

**Section 8.1. Confidentiality.**

Pursuant to Part 256 of 25 CFR, all information obtained by the HASFN in-order to establish suitability for program participant shall be kept strictly confidential. Additional disclosures of the information may occur

during program reviews or audits, investigations by authorized law enforcement personnel or as necessary to comply with any reporting requirements of the tribe or its funding agencies.

**Section 8.2. Limitation of Liability; Identification.**

The HASFN and/or the Sac and Fox Nation of Oklahoma shall not be liable to the participant or any of the participant's household members, visitors, or patrons for any damage to person or property caused by any action, omission, and/or negligence of the participant or any other participant of the program. Further, the participant agrees to hold the HASFN and the Sac and Fox Nation of Oklahoma harmless from any claim, obligation, liability, loss, damage, or expense, including without limitation to attorney's fees and court costs, arising from any condition or natural feature---known or unknown---affecting the premises.

**Section 8.3. Disposition of Personal Property.**

In the event of abandonment or termination of program participant, the HASFN may remove and dispose of any personal property left remaining in the program unit for a period of fifteen (15) days following the date of abandonment and/or termination.

**Section 8.4. Appeals.**

Participants may appeal a denial of service or any other qualifying decision or action relating to implementation of this policy pursuant to the HASFN Grievance Policy and Procedures.