

# Housing Authority of the Sac and Fox Nation



## Low Rent Admissions and Occupancy Policy

Approved by the Board of Commissioners of the Housing Authority of the Sac and Fox Nation on: August 5, 2019, Res. 2019-47. Revised August 17, 2021, Resolution #2021-35. Revised on July 18, 2022, Resolution 2022-31.

## SECTION 1

### GENERAL PROVISIONS

- A. Introduction; Tribal Preference. The Board of Commissioners of the Housing Authority of the Sac and Fox Nation (“Board”) hereby enacts this Low-Rent Admissions and Occupancy Policy in order to provide decent, safe, sanitary and affordable housing to low-income Native Americans living or intending to live within its housing service area, as same may change from time to time. Enrolled members of the Sac and Fox Nation (“Nation”) will receive preferential consideration in the allocation of housing services and other resources under the Low-Rent Housing Program (“Program”) in compliance with the Nation’s approved Indian Housing Plan and this Policy. This Policy shall be administered by the Housing Authority of the Sac and Fox Nation (“HASFN”).
- B. Purpose. This Policy is designed to serve as:
1. A guide regarding participant eligibility, admission, selection and occupancy standards;
  2. A document to provide consistent, equitable and uniform treatment of clients applicants; and
  3. A basis for decision-making by officers and employees of the HASFN.
- C. Interpretation; Applicability. This Policy supersedes and replaces any-and-all ordinances, policies, laws, or resolutions regarding the operation of the Low-Rent Housing Program of the Nation, including Parts 1 through 5 of the Policies of the Housing Authority of the Sac and Fox Nation, adopted on September 1, 2009. This Policy applies to all low-rent projects of the HASFN, including the Wikipapi Apartment Complex, provided that no change in rent for continuing participants shall take effect until ninety (90) days after the Effective Date of this Policy or completion of the Participant’s recertification process, whichever period is later.
- D. Compliance with Applicable Law. This Policy shall be implemented and may be conformed to comply with applicable provisions of the Native American Housing Assistance and Self-Determination Act of 1996, as amended (“NAHASDA”), the rules and regulations of the United States Department of Housing and Urban Development (“HUD”), and other applicable tribal, state and federal laws. This Policy shall not be construed or applied to prevent the HASFN or Nation from complying with the terms and conditions of any federal grant or contract, including any rules or regulations applicable to HUD- assisted programs.
- E. Sovereign Immunity. The HASFN specifically retains all governmental immunities associated with its sovereign status. The HASFN’s subsidiaries, employees, officers, and agents shall share in its sovereign immunity from suit. The Nation does not waive its sovereign immunity in any respect and this Policy shall not be construed as such waiver.
- F. Notice. All continuing and incoming program participants shall receive a copy of this Policy, and shall acknowledge receipt in writing. The HASFN shall post a copy of this Policy in the lobby of its headquarters.

G. 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 and 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 October 14, 2016, 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 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 form of Lease is attached hereto as Exhibit “E”
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 figure is generally found between lines 32-36 of the IRS 1040.*


## **SECTION 2 LIMITATIONS**

A. Status of Program Participants. Program Participants are considered Lessees and do not acquire any legal or equitable interests in the Unit or other attributes of homeownership. This Policy and any Lease Agreement executed pursuant thereto shall not be construed as a land contract, contract for deed or constructive mortgage.

B. Disposition of Unit Upon Death, Divorce or Change in Household Composition. In the event of death, divorce, or abandonment of the Unit by the head of household, there is no right of succession to the Lease Agreement. In such cases, the HASFN shall have the absolute right and discretion to transfer or reassign Units in the best interests of the Program and the Nation. The HASFN retains the absolute right and discretion to reassign the Unit to another party authorized to occupy the premises and such decision shall be final and binding. In order to maintain continued occupancy, at least one member of the household must be an enrolled member of a federally-recognized Tribe.

C. Remedies of the HASFN. In the event that any Participant fails to comply with any provision of this Policy, the HASFN may terminate his or her participation in the Program pursuant to the provisions of Section 11 of this Policy and applicable laws governing landlord/tenant relationships.

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	Section 3	C. Ineligible Applicants; Participant Exclusion Criteria.	
	<b>CONDITIONS OF ELIGIBILITY</b>	Originated	Aug. 5, 2019, Res. 2019-47
		Revised	Aug. 17, 2021, Res. 2021-35 July 18, 2022, Res. 2022-31 Aug. 19, 2024, Res. 2024-27
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**SECTION 3  
CONDITIONS OF ELIGIBILITY**

- 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 to:
  - (1) Any drug or alcohol related felony; or
  - (2) 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;
- (3) 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.
- (4) Have been evicted from any public or Indian Housing HASFN or private rental property within the past three (3) years;
  - Have previously abandoned, relinquished and/or damaged a unit owned by HASFN or another tribal housing program;
  - Owe a debt to the HASFN for past-due rent or damages to a Unit;
  - Owe a debt to any utility company, which may prohibit the household from obtaining utility services;

- 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:
  1. Criminal background check;
  2. Court records;
  3. Police reports arising from complaints or otherwise resulting investigation of alleged criminal activities of such person;
  4. 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.
  5. 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.
- vii. In order to evaluate the detrimental effect an Applicant's conduct may have on the Program or other residents, the HASFN may conduct personal or telephonic interviews of reliable sources



(including the Applicant during a home visit, current and previous landlords and employer(s)) and research court records and police reports. HASFN staff shall document the name and title of any source contacted and summarize the information received. The HASFN may obtain a report from a consumer credit agency and information from former landlords in order to evaluate the Applicant's past performance. **The Applicant and other adult household members must consent to a criminal background check before and during the period of occupancy.** The Applicant, by applying for Program participation, consents to the HASFN's investigation regarding his or her:

- a. Past performance in meeting financial obligations, especially rent;
  - b. Compatibility with neighbors;
  - c. Treatment of leased property;
  - d. Living or housekeeping habits;
  - e. History of criminal activity; and/or
  - f. Other past conduct which may adversely affect the health, safety or welfare of other residents.
5. In the event, that adverse background information is discovered during the verification process, the Executive Director will be notified and in his/her sole discretion shall determine whether the Applicant(s) is suitable for Program participation. The Executive Director may consider factors which indicate a probability of favorable future conduct or financial prospects, such as: evidence of rehabilitation, evidence of willingness to participate in appropriate coaching service programs, and availability thereof, evidence of willingness to attempt to increase income and availability of training or employment programs in the locality. Applicants who are determined to be ineligible for Program participation may appeal the denial of service according to the Grievance Policy of the HASFN.

## SECTION 4

### APPLICATION PROCEDURES

- A. Application Requirement. The application is the basic record of each family applying for admission to the Program. The form of application set forth at Appendix “D” of this Policy hereby is adopted and incorporated by reference. Each Applicant is required to provide any and all information requested and to sign the application form and supporting documents. All information and statements made by the Applicant are subject to verification. The HASFN may request any information from the Applicant that the HASFN deems necessary to establish suitability for Program participation. **Providing false statements renders the Applicant ineligible.** Incomplete applications will not be accepted. Refusal or failure to complete required forms or to supply requested information shall constitute grounds for denial of admission to the Program.
- B. Application Procedure.
1. Applications are accepted by the Housing Management Department. Each complete application will reflect the date and time received. Copies of the front page may be provided to the Applicant as receipt of application upon request.
  2. All adult household members must sign an authorization for release of information, which is required for third party verification.
  3. In the event it is determined that an Applicant has an immediate family tie (a situation in which a person is in-a-position to derive personal benefit from actions or decisions made in their official capacity) to any HASFN employee, Board member, Business Committee member or other elected tribal official, the HASFN will post a “Public Disclosure” in accordance with its Conflict-of-Interest Policy. The HASFN shall also notify HUD of any potential conflicts of interest in accordance with NAHASDA.
  4. The application and all information relating to the family's eligibility shall be maintained in a file, along with all relevant correspondence. Files will be placed in one of three categories, as follows:
    - a. **“Eligible”** - Applicant has met initial eligibility requirements and has been placed on the waiting list for the program,
    - b. **“Denied”** - Applicant has not met initial eligibility requirements and/or has been determined to be ineligible for the program; or

- c. **“Inactive”**– Applicant has not updated the application and has been removed from the waiting list according to Section 4(E), below.
5. If during the application intake and screening verification process it is determined that the Applicant is ineligible for Program participation, sufficient information and findings pertaining to the denial of services will be documented for the file. The HASFN shall notify 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 according 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.

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

1. The tribal enrollment card of the Applicant.
2. Social Security cards and state-certified birth certificates for all household members age two (2) years and older.
3. Proof of Income in the form of:
  - a. Federal tax returns filed for the previous year or a notarized statement from the Applicant explaining why a tax return was not filed.
  - b. Employee income verification or other verification of earned income for all adult household members.
  - c. Statements or award letters from agencies documenting unearned income (including but not limited to Social Security, General Assistance, Retirement, Unemployment Benefits, Oil and Gas Royalty, and Veterans benefits).
  - d. Signed, notarized declaration of unemployment for any-and-all adult household members who do not have earned or unearned income.

D. Waiting List.

1. Waiting lists shall be approved by the Housing Management Department and maintained for the Low-Rent Program. After approval, all eligible applicants will be placed on the waiting list according to the selection preferences set forth in Section 5 of this Policy and to the designated unit size and location.
2. The waiting list shall be updated when an applicant has been approved for the waiting list. The waiting list will be updated every first (1<sup>st</sup>) and third (3<sup>rd</sup>) Monday of every month. Any Applicant wishing to be removed from the list or added to a different list must submit a written request; otherwise, no eligible applicant may be removed from the waiting list except for: failure to update his or her application in accordance, accepting another dwelling unit elsewhere, and/or does not meet income guidelines.

E. Application Updates. Applicants shall update their applications and supporting documents and maintain current contact information on file on an annual basis. This is the responsibility of the Applicant and not

the HASFN. Applicants who have not updated their applications within one year of the original application date will be removed from the waiting list and will have to re-apply to be placed back on the waiting list. These Applicants will receive a new approval date. Inactive applications and supporting documents will be discarded after three (3) years.

## SECTION 5

### SELECTION OF PARTICIPANTS

- A. Preference Categories and Point System. The HASFN shall allocate Program assistance to the qualifying Applicant(s) receiving the highest number of points as outlined in Appendix “B” of this Policy.
1. Indian Preference. The HASFN shall extend preference as follows, provided that an Applicant-household may not receive priority consideration under more than one category of tribal preference:
    - a. *First preference* shall be given where the applicant(s) is an enrolled member of the Sac and Fox Nation of Oklahoma;
    - b. *Second preference* shall be given where the applicant(s) is a member of a federally-recognized Indian Nation and a descendant by blood of the Sac and Fox Nation of Oklahoma (the Applicant shall bear the burden of establishing such lineage); and
    - c. *Third preference* shall be given where the applicant(s) is a member of a federally-recognized Indian Tribe.
  2. Other Preferences within Preference Groups. Other preferences include, but shall not be limited to:
    - a. *Elderly and/or Disabled.* If the Applicant or his/her spouse is elderly and/or disabled, the household shall receive priority consideration in accordance with Appendix “B” of this Policy. For purposes of this Policy, elderly means and refers to persons who are sixty-two (62) years of age or older. “Disabled” means and refers to any person who has a physical or developmental disability as defined in Section 223 of the Social Security Act (42 U.S.C. 423) or the Disabilities Assistance and Bill of Rights Act (42 U.S.C.6001(7)). If there is at least one member of the household with a disability related to his/her military service, as defined by chapter 11 of title 38 of the United States Code, the household shall receive a total of twenty-five (25) points priority consideration. Disability status must be verified by at least two acceptable sources, such as medical professionals, the Social Security Administration and/or the Veterans Affairs Administration. Applicants shall not receive priority consideration under more than one (1) category of elderly/disability preference pursuant to this section;
    - b. *Near-Elderly.* If the Applicant or his/her spouse is near-elderly, the household shall receive priority consideration in accordance with Appendix “B” of this Policy, provided that the household does not qualify for priority consideration based on elderly and/or disabled status. For purposes of this Policy, near-elderly means and refers to persons who are at least fifty-five (55) years of age;
    - c. *Veterans.* If the Applicant or his/her spouse is a Veteran, the household shall receive priority consideration in accordance with Appendix “B” of this Policy.
  3. Subtraction of Preference Points. Where applicable, the HASFN shall deduct points from

Applicants in accordance with Appendix “B” of this Policy.

4. Preference Among Applicants With Same Ranking Score. In the case of two or more Applicant-households having equal preference, the date and time the complete Application was received by the HASFN shall determine which Applicant-household is selected.
5. Informing Applicants about Preferences. The HASFN shall inform all Applicants of the preferences set forth in this Section and shall give Applicants an opportunity to demonstrate that they qualify for such preferences.

B. Notification of Selected Applicants. The HASFN shall notify applicants who are selected for Program participation in writing. The notification shall include, at a minimum, the following information:

1. A statement that the family has been documented as eligible for participation in the Low-Rent Housing 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).
2. If applicable, the time and place for training activities and execution of the Lease Agreement.
3. The address of the unit; and
4. Notification that the family has five (5) calendar days from the date of receipt of the notice to respond to HASFN, either by accepting or rejecting the unit offered. Failure to respond shall be regarded as a rejection of the offer, and the Applicant will have to re-apply for assistance under the Program.

C. Rejection of Offer. 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, but the HASFN will deduct preference points in accordance with Appendix “B” 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 expiration of the one-year waiting period.

## SECTION 6

### OCCUPANCY; LEASE AGREEMENT

- A. Method of Determining Household Size. Every household member regardless of age shall be included by name on the application and counted as a person for purposes of applying the occupancy standards set forth in Sub-section 6 (B) of this Policy.
- B. Exclusive Use. The Unit is intended for the exclusive use and occupancy of the Participant(s) and any household members who are listed on the Lease Agreement. Guests or visitors of the Participant(s) may be accommodated no longer than a period of two (2) weeks. “Guest” means a person in the unit with the consent of the Participant. If any visit will extend beyond two (2) weeks, the Participant must notify the HASFN of the reasons for the extended visit and the duration of the visit. Any Participant who harbors guests in excess of two (2) weeks without permission of the HASFN will be subject to termination of participation in the Program according to Section 11 of this Policy.
- C. Occupancy Standards. To avoid overcrowding and prevent waste of space, Units shall be assigned in accordance with the occupancy standards set forth below, except that such standards may be waived by the Executive Director when necessary to achieve and maintain full occupancy or to comply with the preference provisions set forth in Section 5, above. Dwellings will be assigned not to require use of the living room for sleeping purposes.

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
1	1	2
2	2	4
3	4	6
4	6	8


- D. Lease Agreement. A lease agreement shall be executed by the Executive Director (or his/her designee) and the Participant(s). The adult tribal member(s) who qualified for Program participation shall sign the Lease as the head(s) of household in the form included as Appendix “E” of this Policy. The Participant shall receive a signed copy of the lease agreement, and the original shall be retained by the HASFN.
- E. Commencement of Occupancy. **Selected Applicants must take possession of the assigned unit within four (4) calendar days of the date of the response to the notice of availability or forfeit their eligibility to occupy that unit.** The Participant shall be responsible for any damages or loss of property during the move-in period.
- F. Security Deposit. A \$150.00 security deposit is required at the Wikipapi Apartment Complex for Guardian Water. Any deposit paid prior to the effective date of this Policy shall be applied to the payment of the Participant’s rent.
- G. Reasonable Accommodation of Handicap or Disability.
  - 1. *Policy Statement.* The HASFN will provide reasonable accommodations, including modifications, when requested and subject to the limitations set forth in Section G(5), below. In addition, the HASFN will make reasonable accommodations in its rules, policies, practices and/or services,

including physical modifications, when such accommodation may be necessary to afford a person with a disability the equal opportunity to use and enjoy any Unit. The HASFN also will ensure that individuals with visual, speaking and/or hearing impairments can communicate effectively with the HASFN.

2. *Procedure for Requesting a Reasonable Accommodation.* The Participant shall inform the Housing HASFN in writing if there is any need for a reasonable accommodation of housing policies, benefits or services related to a physical or mental impairment that substantially limits one or more major life activities of the Participant or a permanent household member. It is the Participant's responsibility to request a specific, reasonable accommodation whenever such accommodation is needed.
3. *Verification of Disability-Related Need for Accommodation.* In response to a request for a reasonable accommodation, the HASFN may request any information necessary to establish the disability-related need for the accommodation if the requestor's disability or need for an accommodation is not readily apparent or known. In such cases, the Participant shall provide disability-related information that: (i) is necessary to verify that the person's condition meets the definition of a disability (defined herein as a physical or mental impairment that substantially limits one or more major life activities), (ii) describes the needed accommodation and (iii) shows the relationship between the person's disability and the need for the requested accommodation. Verification of the disability-related need for the accommodation may be provided by a (i) medical professional or medical service provider, (ii) peer support group, (iii) non-medical service agency, (iv) Social Security Administration, (v) Veterans Affairs Administration and/or (vi) any other authority recognized under applicable governing law.
4. *Service and Support Animals.* The HASFN shall permit Participants to have Service or Support Animals as a reasonable accommodation to its practices and policies, provided that such accommodation is reasonable and necessary to afford the disabled person full enjoyment of the premises. For purpose of this Policy, Service Animal means and refers to any guide dog, signal dog or other animal individually trained to do work or perform tasks for the benefit of an individual with a disability, including, but not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing to intruders or sounds, providing minimal protection or rescue work, pulling a wheelchair, or fetching dropped items. A Support Animal means and refers to any animal that provides a therapeutic or psychological aid to a person, due to a verified disability. Deposits shall not be required for Service Animals and Support Animals, and such animals shall not be subject to the pet policies set forth in Section 8(G), below.
5. *Limitations.* The HASFN is not required to provide an accommodation if such accommodation will: (i) impose an undue financial or administrative burden on the HASFN and/or (ii) result in a fundamental alteration of the nature of the Program. A request for reduced rent payments is not a reasonable accommodation.
6. *Lease Termination by the Participant.* The participant may terminate the Agreement, provided that fifteen (15) business days advance notice is given in writing to the HASFN. Door locks will be changed out immediately, and a move-out inspection shall be conducted within three (3) business days of termination of occupancy. Participants, who move out of their assigned unit without conveying proper notice to the HASFN, will be considered to have abandoned the premises and may be responsible for damages sustained by the unit while vacant and/or any legal fees or costs incurred by the HASFN to regain possession of the unit.



**Housing Authority of the Sac and Fox Nation Low Rent Admissions and Occupancy Policy**

	Section 7	B. Monthly Payments	
	<b>COMPUTATION AND COLLECTION OF PAYMENTS</b>	Originated	Aug. 5, 2019, Res. 2019-47
		Revised	Aug. 17, 2021, Res. 2021-35 July 18, 2022, Res. 2022-31 Aug. 19, 20204, Res. 2024-27
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**SECTION 7**

**COMPUTATION AND COLLECTION OF PAYMENTS**

- 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.***
- 4.

B. Monthly Payments. ***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 (15) 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 in Section 7 (C) below.

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 will have adjusted ceiling rents in accordance with NAHASDA Regulations. A family that was low income at the time of initial occupancy but has subsequently become a non-low-income family due to a increase in income may continue to participate in the program in accordance with HASFN policy. Ceiling Rent for a non-low-income family shall be determined as follows: (income of non-low-income family/income of family at 80 percent of median income) X (ceiling rent payment for low income family), but not to exceed fair market

value of the unit.

C. Maximum Rent. A low-income household's Monthly Rental Payment generally shall not exceed the participants ceiling rent category.

D. Payment of Rent. All rent payments are due by the first (1<sup>st</sup>) day of each month and shall be considered delinquent if not paid on the tenth (10<sup>th</sup>) day of the month. A late fee of twenty dollars (\$20.00) shall be assessed for any rental payment received after the tenth (10<sup>th</sup>) day of the month. Monthly rental payments will be accepted between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, excluding holidays. Payment may be made in the form of money order, cashier's check, personal-check, or any electronic method that may hereafter become available. If, however, a personal check made payable to the HASFN is returned by the bank, that Participant will be charged a return check fee in the amount of \$25.00 and the Housing HASFN will not accept payment by check from the Participant for a 12-month period following the date the Housing HASFN 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 future payments shall be by money order or cashier's check. **No cash payments will be accepted.** Rent should be paid at the HASFN office located at 201 N. Harrison Street, Shawnee, Oklahoma, or mailed to:

Housing Authority of the Sac and Fox Nation  
P.O. Box 1252  
Shawnee, Oklahoma 74802-1252

E. After-Hours Payments. A drive-through drop box is available to accept payments after HASFN operating hours.

F. Application of Payments. Payments made as rent may be applied to any outstanding balances owed to HASFN which may include rent, late fees, repair charges or any other balances owed.

G. Partial Payments. Participants must make all payments in full, unless partial payments are authorized from the Housing Manager. The Housing Manager will document approval in the Housing Data Support System and an email to the finance manager. The HASFN's acceptance of any such partial payment does not constitute a waiver of the HASFN's rights to collect the remaining balance in full.

H. Non-Low-Income Family Monthly Payments – The rent to be paid by a non-low-income family cannot be less than **(income of non-low-income family divided by income of family at eighty (80) percent of median income) multiplied by (rental payment of family at eighty (80) percent);** but need not exceed the fair market rent or value of the unit.

I. Payment Agreements – Payment Agreements are discouraged. The HASFN may, but is not required to, authorize a Payment Agreement in the event of nonpayment of rent. **Installment payments on Payment Agreements are subject to the collection and evictions procedures.**

J. Zero Income Determination – The Household must have income sufficient to meet any, and all financial obligations of the program **at-all-times**. If the Participant experiences a verified loss of income that would cause the Participant's monthly rent payment to fall below \$25.00, the rent may decrease to \$35.00 per month for a period not to exceed sixty (60) days. During this 60-day period, the Participant(s) may be required to attend monthly coaching sessions with HASFN staff in-order to review the Participant's income status and his/her efforts to increase household income. If the Participant is unable

to increase his/her income during this period, participation in the Program shall be terminated thirty (30) days from the expiration of the 60-day period.

K. Compliance Reward Program – On-time payments are encouraged and come with an incentive. If tenants consecutively make eleven (11) timely (without late fees or payment agreement) monthly payments, remain in compliance with HASFN rules and regulations, have a passing housing inspection, and have no compliance issues; the HASFN will waive the twelfth (12) payment (December).

## SECTION 8

### RULES AND CONDITIONS OF CONTINUED OCCUPANCY

- A. Participant Code of Conduct. All Participants, household members and guests must comply with all rules and regulations affecting the use or occupancy of the premises and abide by applicable governing law, including but not limited to:
1. *Principal Residency Requirement.* Program participants are required to use the Unit as their principal place of residence. Participants shall not sub-lease or transfer possession of the Unit, nor give accommodation to boarders or lodgers. A unit which has been unoccupied for a period of **fourteen (14) calendar days** or more may be determined to be abandoned in violation of this Policy.
  2. *Maintenance/Repairs.* The Participants shall provide basic upkeep of the Unit, keeping it in an acceptable condition at all times. Participants shall report any maintenance needs and/or problems immediately to HASFN. ***The Participant agrees by signing the lease that HASFN staff will be permitted to enter the Unit for the purpose of performing routine maintenance or for making improvements and/or repairs.*** Work orders requested by Participants shall be accommodated by HASFN Maintenance Staff in a timely manner. Participants who refuse to permit HASFN staff to access the Unit to complete a work order, or who do not show up for scheduled appointments with HASFN maintenance staff, shall be charged a return trip charge in the amount of \$25.00. Participants shall comply with the housekeeping upkeep while participating in the low-rent program. Participant(s) shall notify the HASFN promptly of all known needs for repairs, insect/rodent extermination and of any known unsafe conditions on the premises or grounds, which may either lead to damage or injury. **All repairs shall be performed by HASFN maintenance staff only.** Under no circumstances will the Participant(s) be permitted to perform the repairs. Participants are responsible for the cost and completion of any repairs to correct any damage caused by the Participants, their household members and/or guest(s), including but not limited to damage resulting from failure to report maintenance problems or from poor housekeeping practices. Any appliances provided with a Unit shall remain on the property of the HASFN. Instances of serious abuse or misuse of a Unit by a Participant may constitute grounds for termination of the participant in the Program.
  3. *Utilities.* The HASFN is not responsible for furnishing any utility services to the Unit. The Participant(s) shall activate and pay any required deposits for utility services (including, but not limited to, water, electricity, gas and sanitary sewer) in the Participant's name prior to occupancy. Participants shall not pirate or re-direct utility services from another unit. Documentation of such services shall be provided to the HASFN upon request. Failure on the part of the Participant to provide all necessary utility services, including payment for utilities or deposits for utility services, at any time shall constitute grounds for mandatory coaching between HASFN and the Participant. Participants will have three (3) business days to provide evidence to the HASFN that any or all of the disconnected utility services have been fully restored. **\*\*Participants at the Wikipapi Apartment Complex are required to pay for their water bills with on-time prompt payments. If the water bill goes past due by two months, it will be deemed a NON-COMPLIANCE issue.**
- B. Conduct Prohibited. Participant(s) are responsible for the actions of occupants of their unit, as well as guests. Participants shall comply with applicable governing law at all times, including HASFN policies, Sac & Fox Nation tribal law and/or applicable municipal ordinances. Participants may be held financially

responsible for any damages caused by household members or guests. Any unlawful conduct is prohibited and may result in eviction and termination of participation in the Program. Participants shall notify the HASFN and/or local law enforcement agency for the purpose of reporting any suspicion of illegal acts. **All Participant(s), household members and guests shall not:**

1. Use, cause to be used or allow any part of the Unit to be used for any unlawful conduct or purposes.
2. Disturb the peace of the community or disturb or harass other Program participants.
3. Cause unreasonably loud noises or disturbances, especially between the hours of 10:00 p.m. and 9:00 a.m. This includes loud music in the unit or in the common areas (outside).
4. Leave their children unsupervised in the unit or common areas within the community.
5. Engage in domestic violence.
6. Appear drunk or intoxicated in public or common areas within the community.
7. Excessively use alcohol, host unruly parties, fight, quarrel or engage in any other action or activity that interferes with the peaceful enjoyment of the community by other Program

Participants and their guests.

8. Possess, consume or distribute illegal drugs, drug paraphernalia or any other controlled substances, or engage in any Drug-related Criminal Activity. **This includes the possession, consumption, and distribution of medical marijuana. Medical marijuana is stated as a Schedule I Controlled Substance with the Controlled Substances Act.**
9. Use firearms, pellet, or BB guns, paintball guns, bowie knives, daggers or other dangerous or deadly instruments.
10. Keep or use anything of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the premises or that might be considered hazardous by any responsible insurance carrier. Fireworks will be used with the same regulations of the city ordinance(s).
11. No smoking and the use of prohibited tobacco products in all housing units, interior common areas, and outdoor areas within 25 feet from public and administrative offices. Prohibited tobacco products are defined as items that involve the ignition and burning of tobacco leaves, such as cigarettes, cigars, pipes, and water pipes (also known as hookahs). **(HUD PIH 2017-03: The rule does not prohibit smoking by residents, it requires that residents who do smoke, to do so at least 25 feet away from buildings).**
12. Destroy, deface, disturb, remove, or interfere with the use of any structure, unit, building, or other property (real or personal) of the HASFN, the Nation, or other Program Participant.

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

1. *Business Use of Unit.* The Participant may not operate a small business.
2. *Structural Modifications.* The Unit is the property of the HASFN, and no structural modifications or major improvements (including interior or exterior painting) are allowed.
3. *Public Nuisances.* Participants shall keep the premises in a clean and sanitary condition and shall not create or permit any unsightly conditions or offensive activity. Participants shall comply with all applicable codes and ordinances of the local governments wherein the Unit is located. Participants shall not store boats, jet-ski's, trailers and/or recreational vehicles on the premises or common areas. Unlicensed, inoperable and/or wrecked vehicles or household appliances on the premises or common areas are specifically prohibited. No swimming pools (other than wading pools) or trampolines are allowed on the premises, except for wading pools not exceeding six inches in depth. 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. Inoperable vehicles may be impounded or towed after issuance of a citation of a 10-day notice. The expense of such removal shall be assessed against the Participant. The Participant will be charged for damage caused by oil or fluid spills and any lawn damage(s) due to vehicle removal.
4. *Temporary Structures.* **No structure of a temporary character (including but not**

**limited to trailers, tents, shacks, garages or barns) may be used at any time as a residence, either temporarily or permanently.** Additionally, no portable or prefabricated building or dog pen shall be located upon any lot without the prior, written permission of the HASFN. Residents shall not alter their rental unit, patio or rental unit area in order to create an enclosure for any pet. The HASFN shall not be responsible for damage(s) that may occur to storage buildings that the Participant(s) properly or improperly placed on tribal property.

5. *Garbage and Refuse Disposal.* Participant(s) shall not burn or permit the burning of garbage or other refuse, nor accumulate or permit the unsightly accumulation outdoors of such refuse or garbage.
6. *Yard Maintenance; Improvements.* Participants shall remove toys, bicycles and other objects from lawn areas so that yards may be mowed. Participants who do not permit yard maintenance workers to have access to lawns for maintenance services shall be charged a return trip fee in the amount of \$25.00. No fence, wall, garden, pond or other modification may be erected in yards or common areas.
7. *Common Areas; Roads.* Participant(s), household members and/or guests shall not evade speed bumps, drive through yards, or otherwise operate their motor vehicles in an unsafe manner. All-terrain vehicles, “four-wheelers” and/or dirt bikes may not be operated on yards, roads, or common areas. Tampering with manhole covers, streetlamps, and/or security cameras/lights is specifically prohibited.

D. Inspections. The HASFN may periodically inspect the unit/home and grounds and the Participant shall facilitate such inspections, as follows:

1. *Initial Move-in Inspection.* At the time of initial occupancy, a move-in inspection shall be conducted by the HASFN Housing Inspector and the Participant. The head of household, spouse, or a family member 18 years or older shall be present at the initial inspection. At the conclusion of the initial inspection, the Participant shall sign an inspection report detailing any deficiencies in the unit.
2. *Recurring Inspections.* The HASFN may conduct inspections on an annual basis, which will include the interior, exterior and adjacent grounds of the unit. The HASFN may require more frequent housekeeping inspections for residents with pets and/or known compliance issues. The Participant shall be provided with written notification of the scheduled inspection at least five (5) business days prior to the date of the inspection. The Participant, or a representative over the age of 18 years, shall sign and receive a copy of the inspection report.
3. *Opportunity to Cure Deficiencies.* If the inspection reveals any deficiencies in the condition of the unit, the Participant shall be given thirty (30) days to correct the specific identified deficiencies, at which time a follow-up inspection shall be scheduled; this will only be for the tenant obligation items. If the inspection reveals any deficiencies that needs to be repaired by the HASFN Maintenance Crew, then the item(s) will be input as a work order.

4. *Follow-up Inspection.* The HASFN will confirm all specific deficiencies identified in a previous inspection have been corrected, and signed off on by the HASFN Inspector. The Participant shall be notified in writing and given the opportunity to be present at the inspection. If the Participant has not corrected the specific deficiencies noted in the previous inspection, 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 his/her guest(s).
  5. *Move-out Inspections.* Upon termination of participation in the Program, a move-out inspection will be conducted in a timely manner.
  6. *Other Inspections.* The HASFN may inspect the unit at any other time for any reasonable purpose. The HASFN shall provide the Participant(s) with a 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(s).
- E. 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.
- F. Insurance. The HASFN shall provide required insurance on the unit structure, including fire and extended coverage. The Participant shall report all damages to the unit in a timely manner for claims processing. The HASFN's insurance coverage does not include damages to the Participant's personal property and/or the contents of the unit. The Participant may obtain insurance for personal property/contents at his or her own expense.
- G. Animals.
1. *Special Provision Regarding Wikipapi Apartment Complex.* Residents of the Wikipapi Apartment Complex shall not possess pets of any kind, with the exception, of an Emotional Support Animal (ESA) or a Service Animal. These types of pets will need all proper documentation to be approved for the unit.
  2. *Pet Policies for Other Low-Income Housing Projects.* Common household pets that do not exceed fifty (50) pounds in weight or 30 inches in height (up to the shoulder) at maturity may be allowed for residents of rental projects other than the Wikipapi Apartment Complex, provided that no more than two (2) pets over the age of two (2) months are allowed per household (other than fish). The HASFN may rely upon information provided by the Dog Breeder Information Center website regarding size and weight standards. Any household pets over the age of six (6) months must be vaccinated for rabies and spayed/neutered at the Participant's expense, and copies of such documents must be provided to the HASFN. Dogs must be registered with the local licensing authority; compliance with local municipal animal control ordinances in all aspects is required. Permitted household pets are limited to domesticated dogs, cats, birds, turtles, small-caged animals (i.e., guinea pigs, hamsters, gerbils) and fish aquariums (aquariums may house fish, turtles, rats, mice, or tarantulas). Each aquarium of fish will count as one pet for purposes of this Policy. No livestock, poultry, reptile, or barnyard animal of any kind shall be kept on the premises or common areas. The possession of a pet is a privilege, which may be revoked in the event that the pet presents a threat to the



health, safety, welfare, or property of other residents or HASFN staff. **SEE HASFN PET POLICY FOR FURTHER INFORMATION.**


3. *Application Procedure.* Pet owners must complete the pet application and provide a current photograph of the animal(s). No pet shall be brought onto the premises until an application for a pet permit has been approved and the pet deposit has been paid in full. If it is found that a pet has been brought onto the premises without the submission of the application and a paid pet deposit, the privilege of having a pet may be revoked immediately and may constitute grounds for immediate termination of participation in the Program.
4. *Pet Deposit.* Pet owners shall pay a deposit in the amount of \$200.00 per pet, which is non-refundable. Cleaning and/or damage costs in excess, of the \$200.00 deposit will be assessed to the Resident's tenant account. No refund of the pet deposit shall be made upon eviction or abandonment. Deposits shall not be required for Service Animals and Emotional Support Animals, which are governed by Section II.C of the HASFN Pet Policy.
5. *Standards of Conduct.* Pets shall be kept reasonably confined within a fenced area or kennel, and not allowed to run at large. Cats must be housed inside the Unit at all times. Pets shall not be kept, bred, or used for any commercial purpose. Participants shall not permit any pet to disturb, interfere, intimidate or diminish the peaceful enjoyment of other residents. All pet owners shall comply with applicable city codes and ordinances. The floors of the Unit shall be kept clean and clear of pet waste at all times. Participants shall control pet odors and maintain the Unit in sanitary condition at all times. Participants shall clean up pet droppings, if any, outside the Unit and on facility grounds. Pet waste shall be disposed of by being placed in a sack, sealed, and then placed in the Participant's own garbage can. The HASFN may impose a pet waste removal fine of \$25.00 per occurrence for pet owners that fail to remove pet waste in accordance with the requirements of this Policy. Residents are responsible for all damages caused by their pets, including, but not limited to, the cost of cleaning carpets and/or fumigation and damages to the fences or yards. This includes any damage caused by cleaning chemicals or other such materials used in an attempt to remedy said damage by the Participant. Participants shall not feed or harbor stray animals, nor allow guests to bring pets to the premises.
6. *Enforcement.* Household pets found by the HASFN, in its sole discretion, to disturb the peaceful enjoyment of the community or to constitute a nuisance must be removed. Rabid, diseased, underfed, abandoned and/or vicious animals shall be reported immediately to the HASFN and may be removed and/or destroyed by law enforcement authorities and/or any animal control service or officer employed for that purpose by the HASFN or Nation. If pets are left unattended for a period of twenty-four (24) hours or more, the HASFN may enter the Unit in order to remove and/or destroy the animal. The HASFN shall not be liable for the animal(s) under such circumstances.

H. Special Provisions Applicable to Wikipapi Apartment Complex. In addition to the foregoing restrictions, all residents of the Wikipapi Apartment Complex, household members and guests shall not:

1. Smoke inside the Unit.
2. Store appliances, furniture, bicycles, play equipment or other articles of personal property outside the apartment entrance or in hallways or other common areas.

3. Display clothing, curtains, rugs, signs or other items in, on or near any window, door, hallway, ledge or balcony, or use aluminum foil or other material as a window covering.
4. Consume alcohol in common areas or outside of the resident's apartment.
5. Possess pets of any kind, with the exception of ESA or Service Animals with proper documentation.
6. Park in areas other than the resident's two assigned parking spaces, motorcycles, park boats, RVs, or trailers in parking areas (vehicles in violation of this section will be towed at the owner's expense).
7. Use nails, adhesives, glue or tape to affix pictures or decorations (removable, double-sided, wall-mounting tape is acceptable).
8. Use or store charcoal barbeque grills or smokers.
9. Make any vehicle repairs on Complex property.
10. Leave items that are too large to fit in the trash containers, or items related to a business (non-related trash) on Complex property. Resident shall be responsible, at Resident's expense, for hauling large items and furniture to the dump.

**Housing Authority of the Sac and Fox Nation Low Rent Admissions and Occupancy Policy**

	Section 9	C. Verification and Documentation of Recertification Data	
	<b>Recertification Process</b>	Originated	Aug. 5, 2019, Res. 2019-47
		Revised	Aug. 17, 2021, Res. 2021-35 July 18, 2022, Res. 2022-31 Aug. 19, 20204, Res. 2024-27
		Page 1 of 1	

**Section 9  
Recertification Process**

- A. Recertification Procedure. For the purpose of determining the Participant’s rent payment and eligibility, the HASFN shall examine the Participant household’s earnings and other income prior to initial occupancy and shall re-examine such income annually thereafter. The Housing Management Department will mail out the recertification packet three (3) months prior to month of move-in.
1. Recertification Frequency, Schedule. The HASFN shall re-examine the Participant’s income at least once a year. The Participant’s "recertification schedule" shall coincide with the date of initial occupancy. Monthly payments shall not be adjusted between dates of annual recertification except as provided in Section B, below.
  2. Records Retention. Data assembled at the time of the recertification are to be filed in the folder set up for the Participants at the time of admission.
- B. Interim Recertification of Income and/or Household Status/Composition. In addition to submitting such information as may be required at the time of annual recertification, **Participant(s) have a responsibility to report immediately, any changes in income or household composition to the HASFN.**
1. Circumstances Requiring Immediate Recertification. Participant(s) are required to report the occurrence of one or more of the following circumstances, within fourteen (14) days of such change:
    - a. any changes in income
    - b. the loss of any household member through death, divorce, or other circumstance;
    - c. the addition of a household member by marriage, birth, or other circumstance.
  2. Adjustments. Any Participant who reports a change in family circumstances (such as a decrease in income or a change in family composition) shall be given an interim income determination and, upon verification, the monthly payment shall be adjusted.
  3. Effective Date of Adjustment. Adjustments in monthly payments are to be made effective on the first day of the month following the income change, provided that no downward monthly payment adjustments are to be processed until the alleged changes in circumstance have been substantiated.

C. Verification and Documentation of Recertification Data. The HASFN shall verify recertification information submitted by the Participant in connection with the recertification process. Verification procedures are the same as those described in Section 4(C), above. The HASFN will generally not conduct subsequent background screening(s) during the annual recertification process. The Executive Director may deem it necessary based on probable cause of criminal conduct by sufficient evidence to conduct a background check.

D. Action Required Following Recertification. Within ten (10) business days of receiving all required recertification data, the HASFN shall notify the family in writing of: (1) any change to be made in the Participant's rent payment and the effective date thereof and/or (2) any instances of non-compliance with the Policy and of any corrective or disciplinary action which is to be taken.

E. 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 notice grace period for submission of information. 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, 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.

## **SECTION 10**

### **TRANSFERS**

The HASFN may require a Participant to transfer to another unit in-order to: (i) allow for substantial rehabilitation of the unit being vacated, (ii) correct overcrowded, unsafe, or unsanitary living conditions and/or (iii) maintain compliance with the occupancy standards set forth in Section 6(C), (iv) when an unforeseen emergency occurs within the Participant's original unit. The Participant, as a condition of participation in the Program, consents to transfer to an appropriately sized Unit, based upon family composition, upon reasonable notice from the HASFN that such Unit is available. Other transfers are not allowed.

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## SECTION 11

### LEASE ENFORCEMENT PROCEDURES; EVICTION

- A. Relinquishment by the Participant. The Participant may terminate the Agreement, provided that fourteen (14) business days' advance notice is given in writing to the HASFN, unless such notice requirement is waived in writing by the HASFN. A move-out inspection shall be conducted within a timely manner of termination of occupancy. Participant(s) who move out of their assigned unit without conveying proper notice to the HASFN will be considered to have abandoned the premises and may be responsible for damages sustained by the unit while vacant and/or any legal fees or costs incurred by the HASFN to regain possession of the unit.
- B. 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:
1. Mandatory Coaching
  2. Corrective action plan; and/or
  3. Eviction
- C. Grounds for Eviction. Participant(s) may be subject to eviction for reasons including, but not limited to, the following:
1. Non-payment of rent, breach of corrective action plan or Payment Agreement;
  2. The acquisition or occupancy of another home or failure to continue to use the Unit as the family's principal residence;
  3. Failure to comply with income and/or annual recertification requirements;
  4. Failure to attend scheduled mandatory Coaching session(s);
  5. Failure to abide by the terms of a corrective action plan;
  6. Misrepresentation of income, household composition or other material fact(s), regardless of whether the Participant is or is not eligible to participate at the time the misrepresentation is discovered;
  7. Permitting unauthorized persons to occupy the Unit;
  8. Other material violation of any term or provision of this Policy or other tribal, state, or federal law or regulation;
  9. "One-Strike" Policy. In order to provide a safe environment for our participants, the HASFN has adopted the "One strike, you're out" policy toward participants charged, arrested, or

otherwise implicated in Drug-related Criminal Activity, violent behavior, sexual-related offenses, abuse of alcohol or controlled substances, or any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises. This policy is based upon Notice 96-16 (HA), dated April 30, 1997, which states in relevant part: “Evictions are civil, not criminal, matters. In order to terminate a lease and evict a tenant, a criminal conviction or arrest is not necessary, and the HASFN need not meet the criminal standard of ‘proof beyond a reasonable doubt’ in eviction proceedings.” Participants shall acknowledge the “One-Strike Policy” by signing the form attached hereto as Appendix “H”, as a condition of continued occupancy.

D. Enforcement for non-payment of rent for Rental or Homebuyer Programs. See Evictions and Collections Policy.

1. Mandatory Coaching: Mandatory Coaching guidelines are set forth in Appendix “A,” which hereby is adopted and incorporated by reference.
2. Notice of Eviction: See Collections and Eviction Policy
3. Jurisdiction. The District Court of the Nation and/or such other tribal court as may hereinafter be established shall be considered courts of competent jurisdiction for purposes of enforcement of this Policy. The parties shall comply with the rules, procedures, orders and other directives of the jurisdictional court.

E. Eviction for reasons other than non-payment of rent. See Collections and Eviction Policy :

F. Enforcement Subsequent to Court Action. See Collections and Eviction Policy

G. Additional Payments Due to the HASFN. See Collections and Eviction Policy

H. Abandonment. The HASFN, in its sole discretion, may determine that a Unit is abandoned based upon: (i) the Participants’ absence from the Unit, without notice to the HASFN, for at least seven (7) days; (ii) failure to pay rent; (iii) disconnection of utility services, (iv) return of mail and/or (v) removal of furniture and personal property. In the event that a Unit is abandoned, the HASFN shall post a notice of abandonment prominently on the door of the unit. If the Participant does not contact the HASFN within ten (10) days of the date of the notice, the HASFN may enter, change locks and assume possession of the Unit without further notice or court proceedings. The HASFN does not waive any claim for past rent, damages or other amounts that may be due to the HASFN by assuming possession of the premises.

## SECTION 12

### MISCELLANEOUS PROVISIONS

- A. Replacement Keys. Participant(s) shall be charged a fee of twenty-five dollars (\$25.00) each time a mail-box key is lost and must be replaced. The cost for a replacement unit key is twenty-five dollars (\$25.00). In the event, that the locking mechanism of a unit must be replaced due to no fault of the HASFN, the Participant(s) shall be assessed a fee of twenty-five dollars (\$25.00).
- B. Confidentiality. Pursuant to Part 256 of 25 CFR, all information obtained by the HASFN in order, to establish suitability for program participation shall be kept strictly confidential. Additional disclosures of the information may occur during program reviews or audits, investigations by authorized law enforcement personnel or as necessary to comply with any reporting requirements of the Nation or its funding agencies.
- C. Limitation of Liability; Identification. The HASFN and/or the Sac & Fox Nation shall not be liable to the Participant or any of the Participant's household members, visitors, or patrons for any damage to person or property caused by any action, omission, or negligence of the Participant or any other Participant of the Program. Further, the Participant(s) agree to hold the HASFN and the Sac & Fox Nation harmless from any claim, obligation, liability, loss, damage, or expense, including without limitation attorney's fees and court costs, arising from any condition or natural feature -- known or unknown -- affecting the premises.
- D. Disposition of Personal Property. In the event of abandonment or termination of Program participation, the HASFN may remove and dispose of any personal property left remaining in the Unit for a period of fifteen (15) days following the date of abandonment and/or termination.
- E. Grievance Procedure. Participants may request that the Board of Commissioners review a denial of service or any other qualifying decision or action relating to implementation of this Policy according to the Grievance Policy and Procedure of the HASFN.