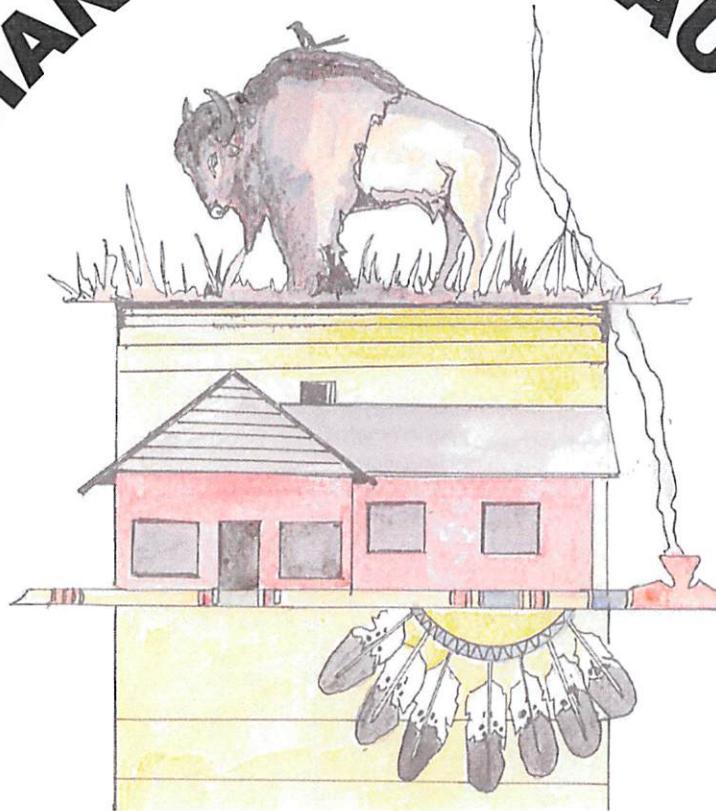


UTE INDIAN HOUSING AUTHORITY



ADMISSION & OCCUPANCY

POLICY

Adopted by Resolution No. 14-004,

On December 19, 2013

UTE INDIAN HOUSING AUTHORITY

ADOPTION OF CHANGES TO ADMISSIONS AND OCCUPANCY POLICY

WHEREAS, The Ute Indian Housing Authority (UIHA) administers the Indian Housing Plan (IHP) as required of the Indian Housing Block Grant (IHBG) for the Ute Indian Tribe, Uintah and Ouray Agency as provided by the U.S. Department of the Housing and Urban Development (HUD), Office of Native American Programs (ONAP);

WHEREAS, pursuant to the Native American Housing Assistance and Self-Determination Act (NAHASDA) of 1996, the regulations governing the housing program policies provide a systematic and equitable procedure relating to the operation and management of the IHBG program of the UIHA;

WHEREAS, the UIHA Board of Commissioners recognizes the need to update its policies to reflect current requirements and needs of the UIHA; and

WHEREAS, the UITDHE Board of Commissioners recommends the adoption of the attached changes to Chapter 12 of the current Admissions and Occupancy Policy.

NOW THEREFORE BE IT RESOLVED, by the UIHA Board of Commissioners, that we hereby approve the attached Changes to the Admissions and Occupancy Policy.

RESOLVED FURTHER, that any and all acts heretofore taken by the Executive Director of UITDHE in connection with the matters authorized by the foregoing resolution are hereby ratified, confirmed, adopted and approved by the UIHA Board of Commissioners.

Charlyn Cuen
Charlyn Cuen, Chairperson

Roneva Valdez, Vice-Chairperson

Margaret Curry
Margaret Curry, Member

Cassandra Kochamp
Cassandra Kochamp, Member

Judy Fargests
Judy Fargests, Member

CERTIFICATION

As duly qualified Secretary of the Ute Indian Housing Authority of the Ute Indian Tribe of the Uintah and Ouray Reservation, I hereby certify that the above Resolution was adopted by the Ute Indian Housing Authority Board of Commissioners in a duly called meeting at which a quorum was present and by the vote of 4 for, 0 against, and 1 abstain, and 1 absent, on this 17 day of January, 2017.
vacant

Cassandra Kochamp
Secretary,
UITDHE Board of Commissioners

Changes to Admissions and Occupancy Policy for Mutual Help and NAHASDA Homeownership regarding Inspections and Recertification.

Adopted January 19, 2017

Chapter 12 - Eligibility for Continued Occupancy, Periodic Re-Examination for Homeownership Programs

12.2 Periodic Re-Examination is replaced with the following:

At least once every 12 months the income and family composition of the Mutual Help (CAS) Homeownership occupants will be re-examined. All other NAHASDA Homeownership Program occupants who are in compliance with their lease purchase agreement will be re-examined and monthly payments adjusted accordingly every 3 years. The participants may voluntarily submit information for re-examination at any time.

12.6.A.5 Inspections is replaced with the following:

Annual Inspections for Mutual Help (CAS) Homeownership units will be inspected every year. Inspections for NAHASDA Homeownership units will be performed every three years.

RESOLUTION NO.: 14-019

UTE INDIAN TRIBALLY DESIGNATED HOUSING ENTITY

ACCEPTING OTHER FEDERALLY RECOGNIZED TRIBES FOR THE LOW INCOME RENTAL HOUSING PROGRAM ADMISSION POLICY FOR THE UITDHE

WHEREAS, The Ute Indian Tribally Designated Housing Entity (UITDHE) administers the Indian Housing Plan (IHP) as required of the Indian Housing Block Grant (IHBG) for the Ute Indian Tribe, Uintah and Ouray Agency as provided by the U. S. Department of the Housing and Urban Development (HUD), Office of Native American Program (ONAP), and;

WHEREAS, pursuant to the Native American Housing Assistance and Self Determination Act (NAHASDA) of 1996, the regulations governing the Housing Program Policies to provide systematic equitable procedure relating to the operation and management of the IHBG program of the UITDHE; and

WHEREAS, the UITDHE Board of Commissioners approve changes to the UITDHE Rental Housing Program Admission Policies, Chapter 1, Conditions Governing Eligibility, 1.2., Order of Preference, D., of the of U & O Ute Housing to read as,

"In the event there are vacant Low Rent units available and the UITDHE waiting list has been exhausted of eligible Ute tribal members, the UITDHE may than assign units to eligible applicants that are enrolled members, 18 years of age or older, of any federally recognized tribe. The applicant must meet all eligibility criteria as found in the policy"; and

WHEREAS, the selection of the UITDHE Admission and Occupancy Policy benefits the enrolled members of the Ute Indian Tribe and Native American families for the purpose of low income eligibility in the Indian housing program as provided by NAHASDA; and

NOW THEREFORE BE IT RESOLVED, by the Housing Board of Commissioners that we hereby approve the change of the UITDHE Rental Housing Program Admission Policy to include eligible applicants who are member of any federally recognized tribe when the UITDHE waiting list has been exhausted of eligible Ute tribal members for the Low Income Rental Program of the U & O Ute Housing; and

AND FINALLY BE IT RESOLVED that the Executive Director is hereby directed to enact the approved resolution.

RESOLUTION NO.: 14-019

Absent
Charlyn Cuch, Chairperson

RoNeva A Valdez
RoNeva Valdez, Vice Chairperson

Armand Accuttoroop
Armand Accuttoroop, Member

Cassandra Kochamp
Cassandra Kochamp, Member

abstein
Jasanna Cuch, Member

Absent
Gina La Rose, Member

CERTIFICATION

As, duly qualified secretary of the Ute Indian Tribally Designated Housing Entity of the Ute Indian Tribe of the Uintah and Ouray Reservation, hereby certify that the above Resolution was adopted by the Ute Indian Tribally Designated Housing Entity Board of Commissioners at which a quorum was present and by the vote of 3 for, and 0 against, and 1 abstain, and 2 absent, on this day of November, 2014.

20th

Cassandra Kochamp
Secretary,
UITDHE
Board of Commissioners



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Rental Housing Program Admission Policies

Rental Program Overview

The Ute Indian Tribal Designated Housing Entity (“UITDHE”) has established these Rental Housing Program Admission Policies (“Housing Program Policies” or “Policy”) to provide direction and governance for the operation of the UITDHE Rental Program when providing housing services to eligible families and individuals served by the Ute Indian Tribe. The Housing Program policies have been developed to ensure that the UITDHE will apply a fair and equitable process in the determination of eligibility for the families and individuals making application for housing. To do so, the families or individuals must, at a minimum, adhere to the application process, provide information as requested, be aware that all information is verified, meet U.S. Department of Housing and Urban Development (“HUD”) and UITDHE criteria, and upon selection continue to meet program requirements.

The UITDHE Rental Housing Program is intended to comply with the following laws:

- A. The requirements of the Age Discrimination Act of 1975 (42 U.S.C 6101-6107) and HUD’s implementing regulations in 24 CFR 146.
- B. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and HUD’s Regulations at 24 CFR Part 8.
- C. The Native American Housing Assistance and Self-Determination Act of 1996, as amended (“NAHASDA”).
- D. Title VI of the Civil Rights Act of 1964 (U.S.C. 2000d) and Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.). In the event the Ute Indian Tribal Designated Housing Entity takes action under section 201(b) of NAHASDA, Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968 will not apply.
- E. In the event of a conflict between these Housing Program Policies and a dwelling lease, lease purchase agreement or mutual help occupancy agreement, the Housing Program Policies shall control.

Chapter 1 - Conditions Governing Eligibility

1.1 Eligibility for Admission

To be eligible for admission to the UITDHE Rental Program, an applicant must:

- A. Be:
1. an enrolled Ute Indian Tribal member, 18 years of age or older (head of household or spouse) as required by the Ute Indian Tribal Constitution, or
 2. an Indian family whose head of household or spouse is an enrolled member, 18 years of age or older, of a federally recognized tribe; or
 3. be an Essential Family or Law Enforcement Officer as defined in NAHASDA Sec. 201 (b) (3) and Sec. (b) (4). The amount of assistance received by these families shall be determined in accordance with 24 CFR 1000.110 (e). The determination of who is an Essential Family shall be determined by the Board of Commissioner.
- B. qualify as a family. For the purpose of determining eligibility a family includes a family with or without children, an elderly family, a near-elderly family, a disabled family, and a single person;
- C. have income at the time of admission that does not exceed the appropriate income limits (up to 80% of median) as published by the U.S. Department of Housing and Urban Development, which are available at the UITDHE office;
- D. furnish at least one form of adequate identification including but not limited to Social Security cards, driver's licenses, birth certificates, and Tribal ID's for all persons living, or expected to be living in the household;
- E. not owe any debts to the UITDHE; and
- F. not own or have interest in a private home.

1.2 Order of Preference

Eligible applicants will be categorized according to the following priority groups, with group one having the highest priority. Once all of the applicants in group one have been served, group two applicants will be served, and so forth. Preference within a priority group will be given based upon the date/time of application (first come first served).

- A. Applicant family whose head of household, spouse or family member is an enrolled Ute Indian tribal member, 18 years of age or older, and is a Military Veteran.
- B. Applicant family whose head of household, spouse or family member is an enrolled Ute Indian Tribal member, 18 years of age or older, and is disabled. Proof of disability must be provided at the time of application and/or at time of assignment of unit and as evidenced by a doctor's statement certifying said disability.

- C. Applicant family whose head of household or spouse is an enrolled Ute Indian Tribal member, 18 years of age or older, and who has established to the satisfaction of the UITDHE an urgency of need as evidenced by involuntary displacement, excessive (paying more than 50% of income) rent burden, and/or living in substandard housing conditions. In determining the urgency of need, the following definitions, conditions, and requirements (1, 2, 3, 4, & 5) are applicable.
- D. In the event there are vacant Low Rent units available and the UITDHE waiting list has been exhausted of eligible Ute tribal members, the UITDHE may then assign units to eligible applicants that are enrolled members, 18 years of age or older, of any federally recognized tribe. The applicant must meet all eligibility criteria as found in the policy.
1. Definition of involuntary displacement. An applicant is or will be involuntarily displaced if the applicant has vacated or will have to vacate his or her housing unit as a result of one or more of the following actions:
 - a) A disaster, such as a fire or flood, that results in the applicant's unit becoming uninhabitable;
 - b) Activity carried on by an agency of the United States or by State or Tribal government agency in connection with code enforcement or a public improvement or development program;
 - c) Action by a housing owner that results in an applicant's having to vacate his or her unit, where;
 - i. The reason for the owner's action is beyond an applicant's ability to control or prevent,
 - ii. The action occurs despite an applicant's having met all previously imposed conditions of occupancy, and
 - iii. The action taken is other than a rent increase;
 - d) The applicant has vacated his or her housing unit as result of actual or threatened physical violence directed against the applicant or one or more members of the applicant's family by a spouse or other member of the applicant's household; or
 - e) The applicant lives in a housing unit with such Individual who engages in such violence.
 2. Definition of substandard housing. A housing unit is substandard if it:
 - a) Is dilapidated,
 - b) Does not have operable indoor plumbing,
 - c) Does not have a usable flush toilet inside the unit for the exclusive use of a family,

- d) Does not have a usable bathtub or shower inside the unit for the exclusive use of a family,
- e) Does not have electricity or has inadequate or unsafe electrical service,
- f) Does not have a safe or adequate source of heat or air conditioning,
- g) Should, but does not, have a kitchen, or
- h) Has been declared unfit for habitation by an agency or unit of government.

3. Definition of dilapidated. A housing unit is dilapidated if it does not provide safe and adequate shelter, and in its present condition endangers the health, safety, or well-being of a family, or it has one or more critical defects, or a combination of intermediate defects in sufficient number or extent to require considerable repair or rebuilding. The defects may involve original construction, or they may result from continued neglect or lack of repair or from serious damage to the structure.

4. For purposes of this Section 1.2.B, the applicant must be paying more than 50% of family income for rent.

5. Definition of rent. For purposes of this Section 1.2.B, , rent is defined as:

The actual amount due, calculated on a monthly basis, under a lease or occupancy agreement between a family and the family's current landlord.

- E. Applicant family whose head of household or spouse is an enrolled Ute Indian tribal member, 18 years of age or older.
- F. Applicant family whose head of household or spouse is an enrolled member of any federally recognized tribe, 18 years of age or older.
- G. Essential employees as determined by the Ute Tribe.

1.3 Processing Applications

Families or individuals seeking housing must submit a completed Rental Housing Program application to the UITDHE. Only those families or individuals that have filed an application will receive consideration for participation in the program upon being determined eligible. Other written or oral requests for housing will not be acceptable as a form of application. Consideration for acceptance into the Rental Housing Program can only be given after review and verification that all required information, as indicated on the application form, is completed. **Applications will be processed as follows:**

- A. A written application signed by a responsible member of the family will be obtained from each family seeking admission to the Rental Housing Program.

- B. All information relative to determination of eligibility will be verified and all verified findings will be documented and recorded in the applicant folder.(See Chapter 2)
- C. Verified information will be analyzed and a determination will be made with respect to the following:
 - 1. Eligibility of applicant as a family.
 - 2. Eligibility of applicant with respect to income limits for admission.
 - 3. Preference category to which the family belongs.
 - 4. Urgency of the family's need for housing (if applicable).
- D. Additional application requirements:
 - 1. Sign release forms.
 - 2. Provide true and accurate family income.
 - 3. Provide true and accurate family composition.
 - 4. Applicants are responsible for supplying complete and accurate information.
Incomplete applications will not be accepted.
- E. As a part of the application record the Executive Director or other authorized employee of the UITDHE will certify to the actions taken and eligibility determination made in the space provided on the application form or through other written form of documentation. For notification requirements, see Chapter 2.

Chapter 2 - Verification of Applicant Information and Notification of Eligibility or Ineligibility for the Rental Housing Program

2.1 Verification of Applicant Information

All statements made by the family or individual in the application or during reexamination of family income that may affect the determination of eligibility, selection, placement or level of payment for housing are subject to verification. Each applicant will be required to sign a release of information form, which authorizes the verification of information from third parties.

2.2 Information to be Verified

The UITDHE shall verify applicant information in at least the following areas.

- A. **Income.** Participation in the Rental Housing Program is based on income of all family members over the age of 18 listed on the application and is the most important factor considered for determining eligibility. The UITDHE shall verify income information by requesting written third-party verification through an employer or public agency; or review of documentation provided by the family such as benefit checks, tax returns, W-2 forms, etc.

Applicants whose income is derived solely from cash transactions or through barter must sign a certification to this fact. This information will be verified through tax returns or other means deemed appropriate by the UITDHE. Upon gaining employment or assistance from a public agency the applicant must notify the UITDHE before admission to the program or after being assigned a unit.

- B. **Family Size and Composition.** This is used to determine unit size and includes family relationships such as foster children, elderly care, or other special needs.
- C. **Age of Family Members.** (if applicable) This is used to determine the priority group and/or the number of allowable deductions from income when determining rent or house payments and other special needs.
- D. **Social Security Number.** (all household members).
- E. **Student Status** (if applicable). This is used to determine adjusted income.
- F. **Ute Indian Tribal enrollment documentation,** i.e., ID or CIB (all household members).
- G. **Verification that applicant has been involuntarily displaced,** if claimed.
- H. **Verification that applicant is living in substandard housing,** if claimed.
- I. **Verification that applicant is paying more than 50% of family income for rent,** if claimed.
- J. **Verification of disability,** if claimed.

2.3 Screening of Applicants

UITDHE shall conduct a criminal background check and screening process of each applicant to determine suitability for admission. The screening process shall include a review of pertinent factors including the following:

- A. The applicant's past performance in meeting financial obligations, including but not limited to rent and utilities. The UITDHE may request a report from a consumer credit reporting agency and former landlords detailing payment history (from up to 3 years prior to screening of application);
- B. Whether the applicant was previously evicted for non-payment or non-compliance with any tribally designated housing entity, Indian housing authority, tribal, rural or public housing authority;
- C. Whether the applicant previously participated in a HUD-assisted program and abandoned the dwelling unit;
- D. The applicant's past performance and behavior including destruction of property, disturbance of neighbors, poor housekeeping practices, or other activities which may endanger or be detrimental to other residents;
- E. The applicant's criminal record is used to determine whether such applicant or any such member of his or her family has been convicted of **rape, spouse abuse, child abuse, child sexual abuse, domestic disturbance, sexual offense, any other crime of violence, of any drug-related offense, or of any other offense pre-determined in writing by the UITDHE to be detrimental to the general safety of occupants of the UITDHE Rental Housing Program. For the purpose of this section, crimes of violence include but are not limited to: assault, robbery, burglary, possession of a weapon during the commission of any offense and gang activity as defined by Tribal Ordinance 04-001 Ute Tribe Criminal Gang Prevention Act enacted June 22, 2004**);
- F. No application for participation in the UITDHE Rental Housing Program shall be approved if the applicant or any member of the applicant's family has been charged with any of the above listed offenses until such time as the charge(s) have been resolved in the favor of the applicant or the applicant's family member;
- G. **Conviction** of any of the listed offenses shall be grounds for denying applicant's eligibility to participate in any of the UITDHE's programs covered by this Policy for a period of up to thirty-six (36) months from the date of conviction or release from probation, incarceration, or parole, whichever occurs later; provided, however, conviction of an offense requiring the offender to be listed on a national, state, or tribal sexual predators list shall make the applicant ineligible to reside in the UITDHE assisted unit until such time his or her name is officially removed from such list; and
- H. In all instances where an applicant was convicted of a crime, not involving crimes of a sexual nature, an applicant must show evidence of successful completion of an

appropriate federal or state rehabilitation program related to the nature of the crime in order to reestablish his or her eligibility to participate in UITDHE programs. All records of applicant's criminal background investigations shall be maintained in confidence in a secure place.

2.4 Notification of Eligibility for Rental Housing Program

- A. Upon reviewing all required documentation and a determination of eligibility is made, each applicant shall be notified in writing as promptly as possible of his or her status of eligibility.
1. Applicants that are eligible will be notified in writing that they have been determined eligible for the Rental Housing Program and their name is being placed on the waiting list, and final placement shall be subject to selection/screening requirements, final determination of eligibility prior to move in, and unit availability.
 2. The written notification to the applicant shall also state that the applicant is responsible for updating their application on an annual basis or at other times as requested by the UITDHE.

2.5 Notification of Determination of Ineligibility for Rental Housing Program

Upon reviewing all required documentation and determination of ineligibility, each applicant shall be notified in writing of a Determination of Ineligibility for the Rental Program as promptly as possible.

Applicants that are ineligible shall be informed as to the reason for the ineligibility determination and informed of their right to an informal hearing with the Executive Director. Applicant must request this hearing in writing within 10 days of applicant's receipt of the determination of ineligibility. If the determination of ineligibility is mailed to applicant then receipt shall be deemed to be 3 business days after mailing.

The informal hearing shall be conducted in private conference. For each case, a record shall be maintained including a notification of the circumstances involved, final action taken, and the date of the conference.



Chapter 3 - Waiting List Management Policy for the Rental Program

3.1 Policy Statement

Pursuant to the Native American Housing Assistance and Self-Determination Act of 1996, as amended (“NAHASDA”), the Ute Indian Tribally Designated Housing Entity (“UITDHE”) shall maintain a written waiting list, as found in Title II of the U.S. Code, Section 207 (b) (3), for all eligible applicants who have applied for a specific housing program.

It is the policy of the UITDHE to allow applicants to apply for more than one program. If they are eligible for multiple programs they shall be placed on all applicable waiting lists. Applicants that have provided all the required information, and are found to be eligible after third party verification, will be placed on the appropriate waiting list. **Incomplete applications will not be accepted.** Applicants that are not eligible will be notified of the reasons for ineligibility for participation in the UITDHE low-income housing programs pursuant to Chapter 2.

3.2 Eligible Applicants



For each applicant found to be eligible for admission, the UITDHE shall establish a file containing, at a minimum, the following information:

- A. Application information required;
 - 1. Income and assets (if applicable)
 - 2. Family size and composition
 - 3. Age of family members and copies of birth certificates (all household members)
 - 4. Social Security Card(s) (all household members)
 - 5. Evidence of student status, if applicable
 - 6. Urgency of need statement, if applicable
 - 7. Ute Indian or other tribal enrollment documentation (head of household or spouse), i.e., ID or CIB (all household members)
 - 8. Claim of disability, if applicable
 - 9. Proof of marriage/divorce (marriage license or divorce decree)
 - B. Income and Family Composition Verification Documents;
 - C. Copy of the Housing Authority’s Notification of Eligibility; and
 - D. General Correspondence.
- 

3.3 Unsuitable Applicants

It is the goal for the UITDHE to provide “decent, safe, and sanitary housing” for residents. Having individuals and families that have the potential to be good renters essential for the well-being of all communities where the UITDHE provides low-income housing projects. The reasons for denial of participation are listed as follows:

- A. Committing fraud in connection with any U.S. Department of Housing and Urban Development (“HUD”) program, or failing to disclose previously committed fraud in connection with any HUD program.
- B. Providing false information on the application.
- C. Unsuitability. Unsuitable past performance as a tenant or homeowner such as for example, but not limited to, previous eviction for non-payment of rent, breach of lease or use of government assisted unit for illegal purposes. Other than owing past due rent or house payments, reasons for unsuitability will be considered as incidents that have occurred within the last three (3) years prior to the date of the application.
- D. Documented history of drug or criminal behavior or other acts that would adversely affect the health, safety, and welfare of other residents as determined at the sole discretion of the UITDHE. Such acts include, but are not limited to, felony convictions within the last three (3) years prior to the date of the application. Applicants with such a felony conviction more than three (3) years prior to the date of the application will be considered on a case-by-case basis.
- E. Refusing or failing to complete or sign required forms or supply requested information.
- F. Applicants who appear on HUD’s list of suspensions, and limited denials of participation.
- G. Misrepresentation of family composition.
- H. Past unacceptable behavior as a tenant as determined by a background check and at the discretion of the UITDHE. The background check shall be used to determine if the proposed tenant conducted himself/herself in a manner that was detrimental to neighbors or the community. History such as criminal activity, particularly crimes involving physical violence, drug abuse, or sexual crimes shall be reviewed.
- I. Applicant’s unfavorable history and record of failure to properly maintain a residence.

3.4 Management of Waiting Lists

- A. The waiting list will be updated on at least a monthly basis. Eligible applicants will be listed on the waiting list with basic characteristics such as family size, preferred location(s), preferred number of bedrooms, preference group and submission date.

- B. Each applicant will be responsible for keeping the UITDHE informed as to any changes regarding their current address and contact information. Failure to update contact information every 12 months will be grounds for removal from the waiting list.
- C. UITDHE will re-verify each applicant's eligibility based on the updated information at the time they are selected for an available unit. The applicant must be eligible at the time of admission.
- D. If the number of applications reaches the point where it does not appear that units will be available within a reasonable time frame, the UITDHE may discontinue accepting applications until further notice.
- E. When the waiting list is reopened, the UITDHE shall, by public notice, announce that applications are again being taken for its Rental Housing Program.

Chapter 4 - Unit Assignment for the Rental Housing Program

4.1 Re-verification of Information Prior to Unit Assignment

- A. Prior to the assignment of a unit and execution of a lease, the applicant shall be interviewed in regard to any change in status. The applicant's eligibility must be verified prior to lease execution and move in. This verification is conducted to determine eligibility to participate in the program, rent, and unit size.
1. Eligible applicants must sign the lease agreement prior to moving into a unit, subject to suitability and screening criteria (see Chapter 3).
 2. The applicant must have their unit security deposit paid prior to moving into the unit.
 3. Ineligible applicants will not be allowed to sign a lease or move into a unit, and will be removed from the waiting list.

4.2 Unit Assignment

When a unit becomes available the next eligible family on the waiting list that meets the appropriate unit size will be notified in writing of the vacancy. The only exception to the waiting list assignment rule will be if a family meets one of the preference clauses as identified in this Policy.

- A. Applicants possessing more than one preference criteria may receive a higher rating for placement on the waiting list. The applicant will have ten (10) days to accept or reject the unit.
- B. If two or more eligible applicants for the UITDHE Rental Housing Program have an identical priority status, the applicant filing the earlier application will be offered the first opening in the UITDHE Rental Housing Program.
- C. If the applicant rejects the offer other than for a justifiable reason, the applicant's name will be moved to the bottom of the eligible applicant waiting list.
- D. If the applicant is willing to accept the unit offered, but is unable to move at the time of the offer and is able to present clear evidence of his inability to move, the applicant shall retain his place on the eligible applicant waiting list.
- E. If an applicant presents to UITDHE's satisfaction clear evidence that acceptance of the offer will result in undue hardship or handicap, the applicant shall retain his place on the eligible applicant waiting list.
- F. Application of preference allowed under this section may result in a change of the applicant family's position on UITDHE's waiting list.

- G. If the applicant accepts the unit they will have two (2) weeks to make all the necessary arrangements to pay the appropriate deposits to the UITDHE, utility companies, and/or propane supplier. All the aforementioned arrangements must be made prior to move-in.

The following standards may be used as a guide to determine the number of bedrooms required to accommodate a family of a given size and composition.

<u>No. of Bedrooms</u>	<u>No. of Persons-Minimum</u>	<u>Maximum</u>
1	1	3
2	2	4
3	3	6
4	5	8
5	6	10

Children under 6 years of age may occupy same bedroom with parents

For reasons of health (old age, physical disability, etc.) a separate bedroom may be provided for such individual family member as verified.

4.3 Leasing of Dwelling Units

- A. A lease agreement shall be signed by the head of household, spouse, and/or companion of the family accepted as a tenant and the Executive Director of the UITDHE, or authorized employee, prior to actual admission.
- B. Tenant will meet with the Executive Director and/or authorized employee of UITDHE for the purpose of receiving an orientation to the Rental Housing Program.
- C. Tenant transfers within a project, will not be considered except as required to maintain the appropriate unit size for the family composition. Should a tenant's family composition decrease, the tenant shall be required to relocate to a unit that conforms to the number of bedrooms as listed in Section 4.2.
- D. If, at any time during the life of the lease agreement, a change in the tenant's status results in the need of changing or amending any provision of the lease, either;
 - 1. A new lease agreement will be executed, or
 - 2. An appropriate rider or amendment will be prepared and made a part of the existing lease, or appropriate insertions will be made within the instrument. All copies of such riders, amendments or insertions are to be dated and signed or initialed by the tenant and by the Executive Director or authorized UITDHE employee.

- E. If a tenant or member of the family has a change in their status that would require housing with special needs as determined by UITDHE in its sole discretion, the UITDHE may transfer the family to another unit that would meet the family's special needs. If this is not possible the UITDHE will modify the house as required, to the extent possible.

4.4 Move-in Inspection

- A. At the time of initial occupancy, a move-in inspection shall be conducted with a UITDHE inspector (representative) and the tenant. The tenant shall be permitted to have a representative of his/her choice present at the initial inspection.
- B. The UITDHE shall provide the tenant with counseling or tenant training sessions which cover the obligations of the tenant and proper homecare procedures. Attendance at counseling sessions may be a mandatory requirement prior to occupancy.
- C. At the conclusion of the initial inspection, the tenant shall sign an inspection report detailing any deficiencies in the unit. UITDHE shall correct the deficiencies within a reasonable amount of time pursuant to a work order.

Chapter 5 - Determining Rents and Rent Adjustments

5.1 Policy Statement

The Ute Indian Tribally Designated Housing Entity has selected the following definition of Annual Income as found at 24 CFR 1000.10 (b) (3): Annual Income has one of the following meanings, as determined by the Indian tribe: (3) Adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 series for individual Federal annual income tax purposes.

Rents are established for each Low Rent tenant based on that family's monthly adjusted income, as described in this Chapter 5. Monthly rent shall not exceed 30 percent of monthly adjusted income. Tenants participating in the Low Rent Program are required to re-certify in accordance with this Policy. Rent adjustments will be made for the following reasons:

- A. An increase or decrease in family income.
- B. A change in family composition, including:
 - 1. An increase or decrease in the number of children in the household.
 - 2. An increase or decrease in the number of full-time students or disabled household members over the age of 18 (not including head of household or spouse).
 - 3. The head of household or spouse becomes elderly or disabled.
- C. A change in family circumstances, including:
 - 1. An increase or decrease in eligible child care expenses.
 - 2. An increase or decrease in medical or attendant care expenses (elderly and/or disabled households only).
 - 3. An increase or decrease in travel expenses.
 - 4. An increase or decrease in alimony or child support payments.

5.2 Effective Dates for Rent Adjustments

Increases in rent resulting from rent reviews or re-examination are to be effective the first day of the second month following the income change.

Decreases in rent payments are to be effective the first day of the month following the reported income change, only if the notice of the decrease in income is received in writing on or before the 25th day of the month in which the tenant experiences the income decrease. If notice is given after the 25th day of the month, then the rent payment decrease will become effective the first day of the second month following the income change.

- A. Circumstances resulting in decreased rent will be verified prior to making the adjustment.
- B. If a family claims no income (subject to verification), they shall be required to immediately report the receipt of any income. The rent will be established according to the Policy.

5.3 Determination of Rent

Income and other information provided by the selected applicant during the occupancy interview, and verified as required by 24 CFR Part 1000.128, and the requirements of Section 42 of the Internal Revenue Code (as amended), is used to determine the applicant's rent payment. Tenants have an ongoing obligation to immediately report changes in income to UITDHE.

- A. Rent payments shall not exceed 10% of adjusted income.

5.4 Allowances and Adjusted Income

- A. Adjusted Income. Tenant payments are based upon a percentage of Adjusted Income, which is defined as the annual income that remains after excluding the following amounts in accordance with Section 4(1) of the Native American Housing Assistance and Self Determination Act of 1996, as amended ("NAHASDA"). The applicable defined deductions are as follows:
 1. 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 the household)--
 - (i) who is under 18 years of age; or
 - (ii) who is—
 - (I) 18 years of age or older; and
 - (II) a person with disabilities or a full-time student.
 2. ELDERLY AND DISABLED FAMILITES- \$400 FOR AN ELDERLY OR DISABLED FAMILY.
 3. MEDICAL AND ATTENDANT EXPENSES -The amount by which 3 percent of the family's annual income is exceeded by the aggregate of:
 - (i) Medical expenses, in the case of an elderly or disabled family; and
 - (ii) 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.

(Applicant claiming medical expenses must provide receipts for documentation)

4. CHILD CARE EXPENSES - to the extent necessary to enable another member of the family to be employed or to further his or her education.
5. EARNED INCOME OF MINORS -The amount of any earned income of any member of the family who is less than 18 years of age.
6. TRAVEL EXPENSES - Excessive travel expenses not to exceed \$25 per family per week, for employment or education-related travel. Excessive mileage shall be 50 miles or more per day per household or 250 miles per week.
7. **OTHER AMOUNTS – Such other amounts as may be provided in the Indian housing plan for an Indian tribe. TRIBAL PER CAPITA PAYMENTS AND LEASE PAYMENTS – Any income received as per capita payments received from a Tribe or income derived from land in trust for a Tribe or an enrolled Tribal member is deductible.**

5.5 Rent Calculation

The following formula is used to calculate monthly rent payments:

Annual Income – Allowable Exclusions = Annual Adjusted Income

Annual Adjusted Income Divided by 12 = Monthly Adjusted Income

Monthly Adjusted Income X .10 = Monthly Rent Payments

The UITDHE shall not charge any Low Income tenant more than 30 percent of adjusted monthly income for rent in accordance with Title II Section 203 (a) (2) of NAHASDA.

Chapter 6 - Eligibility for Continued Occupancy, Periodic Re-Examination for Rental Program

6.1 Eligibility for Continued Occupancy

In order to continue to participate in the Rental Housing Program, the tenant must continue to meet the following requirements of this Policy as well as the requirements of the lease agreement.

- A. Qualify as an Indian family including the remaining member(s) of a tenant family subject to occupancy standards contained in this Policy.
- B. The tenant and/or members of his/her household and visitors must comply with all laws affecting the use and occupancy of the premises.
- C. The tenant must make rental payments promptly on the first day of the month.
- D. The tenant shall keep the premises in a clean, safe and sanitary condition.
- E. The tenant may not sell or sublease the house, take in any boarders, or use the house or grounds as a place of business.
- F. The tenant may not make any internal and external structural changes to the house or grounds unless the UITDHE grants permission to do so.
- G. The tenant is responsible for notifying the UITDHE as promptly as possible of any fire or weather damage to the unit and of any substantial maintenance need that he/she is unable to perform.
- H. The tenant must abide by all conditions of the dwelling lease.

6.2 Periodic Re-examinations

At least once every 12 months the income and family composition of all rental occupants will be re-examined and monthly payments adjusted accordingly. The participants may voluntarily submit information for re-examination at any time.

6.3 Special Re-examinations

When it is not possible to estimate adjusted family income with a reasonable degree of accuracy at the time of admission or annual re-examination, a temporary determination will be made with respect to income and rent and a special re-examination will be scheduled. Such special re-examinations will be scheduled at the Executive Director's discretion. The tenant will be notified in advance, in writing, regarding the date of the special re-examination.



6.4 Re-examination Procedures

- A. Increases in monthly payments, which result from regularly scheduled re-examinations, are effective the first day of the second month after the re-examination.
- B. Decreases in monthly payments will become effective on the first day of the first month following the re-examination unless the re-examination is made on or after the 25th day of the month in which case the decrease will be effective the first day of the second month..
- C. If a tenant fails to provide income information promptly, changes in monthly payments due to re-examination may be made retroactive to the proper effective date.

6.5 Re-examination Follow-up

- A. If there is any change in the rent, the UITDHE will promptly mail or deliver a “Notice of Rent Adjustment” to the tenant.
- B. As a part of the record of each family re-examined, the Executive Director or authorized employee will certify to the determination in the space provided on the application for continued occupancy.



6.6 Inspections

A. *Annual inspections*

- 1. UITDHE shall provide the tenant with written notification of the scheduled inspection at least 10 days prior to the date of the inspection. The notice shall state that the inspection is a requirement of the lease agreement and give the date and time of the inspection.
- 2. UITDHE shall conduct a thorough inspection of the interior and exterior of the unit. The tenant shall sign the inspection report, which contains the results of the inspection.
- 3. If the inspection reveals any tenant caused deficiencies or damages in the condition of the unit, the tenant shall be given 14 days to correct the deficiencies, at which time a follow-up inspection shall be scheduled.
- 4. UITDHE shall conduct a follow-up inspection to determine if the deficiencies have been corrected. The tenant shall be notified and given the opportunity to be present at the inspection. If the tenant has not corrected the deficiencies, the UITDHE may terminate the lease in accordance with the terms of the lease agreement and UITDHE policies or perform the necessary work and charge the tenant’s account. Recurring unacceptable inspections will result in the termination of the lease agreement.

B. *Special inspections*

In addition to the annual inspection, special inspections may be required by the UITDHE if the tenant has received unfavorable inspection reports in the past. Special inspections may be required as a condition of initial occupancy if the tenant has a poor record of homecare at past residences.

6.7 Rules of Occupancy

- A. *Principal residence.* As a condition of occupancy, tenants are required to use the unit as a principal residence, except for UITDHE approved temporary absences.
- B. *Determination of abandoned unit.* A unit which has been unoccupied for a period of 14 consecutive days or more without written notification to the UITDHE or essential utilities have been disconnected making the premises untenable, may be determined to be abandoned and in breach of the lease agreement and this Policy.
- C. *Modifications.* Tenants residing in a rental unit shall not make any modifications, change exterior door locks, or additions to the unit. The tenant shall be charged for changing exterior locks when said changes are done without UITDHE's permission. No surveillance cameras will be allowed on the exterior/interior of the unit or on the premises. If there is a necessary need for a fence to surround the unit the tenant must make a request to the UITDHE administration for the fence. For further information on unauthorized modifications see UITDHE Maintenance Policy, Section Six.
- D. *Damage to property.* Residents shall refrain from damaging, defacing, vandalizing, destroying or removing any part of the unit, neighborhood, and community including all public and UITDHE owned property. The head of household and spouse are responsible for all family members, residents and guests of their homes/units.
- E. *Public disturbance.* Residents shall not engage in unlawful activities or activities which cause a disturbance to neighbors and the surrounding community. The UITDHE shall maintain a record of all written resident complaints. Residents shall maintain compliance with the UITDHE lease agreement and this Policy intended to be in compliance with Title II section 207 (a) of NAHASDA.
- F. *Responsibility to provide utilities.* It is generally the responsibility of the tenant to provide all utilities for the unit including all deposits.
- G. *Payments/Rent.* All tenant rent payments are due on the first day of the month, without billing/prior notice, in accordance with the UITDHE Collection Policy, Chapter 15. All payments are to be made at the UITDHE administrative office located at 7700 east, 800 South or sent by mail to P.O. Box 250, Ft. Duchesne, UT 84026-0250. Payments shall be made by cashier's checks, money orders, ACH deposits, payroll/dividend deduction, and Golden Age. No cash accepted.

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- H. *Maintenance/appearance of the unit and property.* The tenants shall provide all maintenance and basic upkeep of the home, keeping it in acceptable condition and free from trash, clutter, and debris (including abandoned or junk cars). The UITDHE shall 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 tenant or resident will be required to remove it from the property. Vehicles must be parked in the street in front of the rental unit or in the driveway. See **Chapter 16** for more information on parking of vehicles.
- I. *Pet/Animal control.* The tenant shall remain in compliance with the local animal control policy/ordinance and any UITDHE policy that has been approved by the UITDHE Board of Commissioners. See **Chapter 18** for information on pet/animal control.
- J. *Requirements to list occupants.* The tenant is required to list all occupants of the unit on the family's admission form/record/application for continued occupancy. Any visitors who remain for an extended period (more than 30 days) are subject to inclusion on the family's official record.
- K. *Participant responsibility for children and guests.* The tenant (head of household or spouse) is responsible for all of the occupants, guests, and children of the unit and may be held accountable for their actions.
- L. *Inspections.* The tenant shall permit the UITDHE to periodically inspect the unit and grounds in accordance with the lease agreement and UITDHE maintenance policies.
- M. *No tolerance prohibition of illegal drug activities.* Any conviction (including "no contest" pleas) for a drug-related criminal activity or any possession, sale, use or manufacturing of illicit drugs or controlled substances shall be grounds for immediate termination of the lease agreement in accordance with the lease agreement and this Policy. Unless otherwise provided by law, proof of a violation shall not require a criminal conviction, but shall be substantial evidence of the type reasonably relied upon by property managers in the usual and regular course of business and in all cases left to the discretion of the UITDHE. If there is a reasonable belief that an offense has been committed, the Executive Director of UITDHE will determine if the offense warrants further investigation and/or adverse action. The UITDHE reserves the right to immediately terminate the lease agreement and invoke the eviction process against any of its tenants for what it considers a violation of this provision and collect from the tenant all costs to mitigate damage due to drug activity in the unit or to clean up the unit to remove any drug residue and/or hazardous resultant effects in the unit. Provided tenant can show proof of rehabilitation satisfactory to UITDHE in UITDHE's sole discretion after five (5) years from the date of termination of the lease agreement, tenant will be allowed to lease or purchase another unit from UITDHE.
- N. *Insurance.* UITDHE shall provide required insurance on the unit structure including fire and extended coverage. The tenant will have to secure his/her own insurance



for personal property and contents. It is the tenant's responsibility to immediately report all damages to the unit so claims can be processed in a timely manner.

- O. *Re-certification.* The tenant is required to update relevant information regarding income, family composition, rent calculations, etc. on a periodic basis in accordance with the lease agreement and this Policy.
- P. *Prohibition of subleasing.* The tenant shall not take in boarders or otherwise sublet the unit.
- Q. *Prohibition of alcohol and drug abuse.* The Residential Coordinator or other UITDHE employee working with the tenant shall have the responsibility of reviewing the lease agreement with the tenant in regard to drug and alcohol abuse/activities. Any and all such prohibition provisions shall be read to the tenant. The reviewer should require the participant to initial those provisions relating to drug and alcohol abuse/activities after assuring that the participant understands and agrees to comply with the same.
- R. *Other responsibilities/obligations under the agreement(s).* The tenant is responsible for complying with all other responsibilities/obligations stated in the lease.



Chapter 7 - Low Rent Transfer Policy

7.1 Policy Statement

This policy will apply to all Low Rent participants in the UITDHE's low income Rental Housing Programs.

7.2 Transfer Conditions

- A. The family composition is such that it does not match the size of the unit currently occupied by the tenant.
- B. The family has a verifiable medical need to transfer to unit that best meets their need.
- C. The UITDHE may initiate a transfer when the conditions warrant such transfers.

7.3 Procedures for Requesting a Transfer

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- A. The tenant will make their request in writing to the UITDHE Executive Director stating why a transfer is necessary. The tenant shall be responsible for furnishing the required support documents.
 - B. The request shall include the name of the tenant and other occupants in the unit.
 - C. The UITDHE shall furnish a transfer request form.
 - D. The tenant must be current on their rent and not have any outstanding tenant account receivable ("TAR").
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- H. *Maintenance/appearance of the unit and property.* The tenants shall provide all maintenance and basic upkeep of the home, keeping it in acceptable condition and free from trash, clutter, and debris (including abandoned or junk cars). The UITDHE shall 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 tenant or resident will be required to remove it from the property. Vehicles must be parked in the street in front of the rental unit or in the driveway. See Chapter 16 for more information on parking of vehicles.
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- M. *No tolerance prohibition of illegal drug activities.* Any conviction (including "no contest" pleas) for a drug-related criminal activity or any possession, sale, use or manufacturing of illicit drugs or controlled substances shall be grounds for immediate termination of the lease agreement in accordance with the lease agreement and this Policy. Unless otherwise provided by law, proof of a violation shall not require a criminal conviction, but shall be substantial evidence of the type reasonably relied upon by property managers in the usual and regular course of business and in all cases left to the discretion of the UITDHE. If there is a reasonable belief that an offense has been committed, the Executive Director of UITDHE will determine if the offense warrants further investigation and/or adverse action. The UITDHE reserves the right to immediately terminate the lease agreement and invoke the eviction process against any of its tenants for what it considers a violation of this provision and collect from the tenant all costs to mitigate damage due to drug activity in the unit or to clean up the unit to remove any drug residue and/or hazardous resultant effects in the unit. Provided tenant can show proof of rehabilitation satisfactory to UITDHE in UITDHE's sole discretion after five (5) years from the date of termination of the lease agreement, tenant will be allowed to lease or purchase another unit from UITDHE.
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