

# Homeownership (Non-MH) Admission & Occupancy Policies

## Homeownership Program Overview

The Ute Indian Tribal Housing Entity (“UITDHE”) has established these homeownership program policies (“Housing Program Policies”) to provide direction and governance for the operation of the UITDHE homeownership programs when providing housing services to eligible families and individuals served by the Ute Indian Tribe. The homeownership 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 Ute Indian tribal criteria, and upon selection continue to meet program requirements.

The UITDHE Housing Program Policies are 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 8 - Conditions Governing Eligibility

### 8.1 Eligibility for Admission

Eligibility for admission to UITDHE's Homeownership Programs is limited to those applicants:

- A. Who are:
  - 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. Indian families whose head of household or spouse is an enrolled member, 18 years of age or older, of a federally recognized tribe;
- B. Who 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. Whose family income (including income generated from assets) at the time of admission, does not exceed the appropriate income limits as published by HUD, which are posted at the UITDHE office;
- D. ***Whose annual family income from all sources is sufficient to meet the housing program house payment, utilities, and maintenance of the home and grounds as identified in the lease agreement;***
- E. Whose annual family income is not less than \$ 20,000 per year;
- F. Who furnish Social Security cards, driver's licenses or valid government ID, birth certificates or Tribal ID's (if applicable) for all persons living or expected to be living in the household;
- G. Who do not owe any money to the UITDHE or any other public housing agency; and
- H. Who do not own or have interest in a private home.

### 8.2 Processing Applications

Families or individuals seeking housing must submit a completed Homeownership 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 homeownership programs can only be given after review and verification of all required information, as indicated on the application form. Applications will be processed as follows:

- A. A written application signed by the head of household or spouse, in the head of household's absence, must be obtained from each family seeking admission to the Homeownership Program.
- B. All information relative to previous housing, annual family income, net assets and preference rating will be verified and all verified information will be documented and recorded in the applicant's folder.
- 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. Size of unit required for the family.
  4. Preference category or categories to which the family belongs.
  5. The applicant (head of household or spouse) does not owe any debt to the UITDHE.
- D. Admission restrictions include the denial of participation for:
  1. Committing fraud in connection with any HUD program, or failing to disclose previously committed fraud in connection with any HUD program.
  2. Providing false information on the application.
  3. Unsuitable past performance as a tenant or homeowner such as a 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 such as breach of lease will be considered as incidents that have occurred in the past three years.
  4. Documented history of drug or criminal behavior or other acts that would adversely affect the health, safety, and welfare of other residents.
  5. Refusing or failing to complete and sign required forms or supply requested information.
  6. Applicants who appear on HUD's list of suspensions and limited denials of participation.
  7. Misrepresentation of family composition.
- E. As a part of the application record the UITDHE Executive Director or other authorized employee of the UITDHE will certify to the actions taken and determination made in the space provided on the application form.
- F. All applicants will be listed on the waiting list as they are received and found to be eligible for admission.

- G. The waiting list will be reviewed periodically and updated at least monthly. Upon completing this review, non-current applications will be removed and the applicant notified.

### 8.3 Unit Assignment

When a unit becomes available the next eligible family on the waiting list that meets all eligibility criteria will be notified of the vacancy. The family will be given five (5) working days to accept or reject the unit. If the family fails to respond within this timeframe or rejects the unit they will maintain their position on the waiting list and the next eligible family will be notified and given the same opportunity to accept or reject the unit. The family that rejected the unit the first time will be given one more opportunity to accept or reject the next available unit. If they reject both offers, this will constitute two refusals and the family will be moved to the bottom of the waiting list. The date of the final refusal or failure to respond will become their new application date.

The UITDHE Homeownership Program does not have a family size to number of bedrooms per unit standard. Families selected for this program will be purchasing the unit over the term of the agreement which in most cases will be for a period of up to thirty (30) years. Family growth cannot be anticipated at the time of signing of the agreement.

### 8.4 Homeownership Agreements

- A. Homeownership agreements shall be signed by the head of household prior to actual admission.
- B. If an applicant is currently residing in a rental unit, they will not be admitted to the UITDHE Homeownership Program unless all obligations under the current program have been met.
- C. Units can only be transferred (head of household designation) to another family member pursuant to the provisions of the homebuyer agreement and the UITDHE Homeownership Program guidelines.
- D. If a family dissolves or changes composition, to the greatest extent feasible, the unit will be awarded to the remaining portion of the family that meets all eligibility and program requirements who are an enrolled member of the with Ute Indian Tribe.
- E. If any changes of a homeownership agreement become necessary, one or more of the following actions will be taken:
  - 1. A new agreement will be executed;
  - 2. An appropriate amendment will be prepared and made a part of the existing agreement; or

3. Appropriate insertions, dated and signed or initialed by the homebuyer and UITDHE Executive Director or authorized employee, will be made within the instrument.

## Chapter 9 - Waiting List Management Policy for the Homeownership Program

### 9.1 Policy Statement

Pursuant to the Native American Housing Assistance and Self-Determination Act of 1996, as amended ("NAHASDA"), the Ute Indian Tribal Designated Housing Entity ("UITDHE") shall maintain a written waiting list for all eligible applicants who have applied for a specific housing program. The UITDHE administers the Homeownership Program for eligible enrolled members of the Ute Indian Tribe. Each housing program has separate waiting lists.

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 Homeownership Program.

### 9.2 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. Urgency of need statement, if applicable
  - 6. Ute Indian or other tribal enrollment documentation (head of household or spouse), i.e., ID or CIB (all household members)
  - 7. Claim of disability, if applicable
  - 8. Proof of marriage/divorce (marriage license or divorce decree)
- B. Income and Family Composition Verification Documents;
  - 1. Copy of the UITDHE's notification of eligibility; and
  - 2. General correspondence.

### 9.3 Unsuitable Applicants

It is the goal for the UITDHE to provide “decent, safe, and sanitary housing” for residents and homebuyers. Having individuals and families that have the potential to be good homebuyers is 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.

#### 9.4 Management of Waiting Lists

- A. The waiting lists 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. The 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 Homeownership Program.
- F. The waiting lists are organized utilizing the following criteria:
  1. Selection preferences as outlined.
  2. Submission date within the Preference/Priority Group.
- G. When a unit becomes available the next eligible family on the waiting list that meets all eligibility criteria will be notified of the vacancy. The family will be given five (5) working days to accept or reject the unit. If the family fails to respond within this timeframe or rejects the unit they will maintain their position on the waiting list and the next eligible family will be notified and given the same opportunity to accept or reject the unit. The family that rejected the unit the first time will be given one more opportunity to accept or reject the next available unit. If they reject both offers, this will constitute two refusals and the family will be moved to the bottom of the waiting list. The date of the final refusal or failure to respond will become their new application date.

## Chapter 10 - Selection of Homeownership Participants for NAHASDA, Tribal Housing and Lease Purchase Programs

### 10.1 Policy Statement

This policy shall apply to those homebuyers that are selected to participate in the homeownership programs operated by the UITDHE after October 26, 1996. These homeownership programs may be modeled after the 1937 Housing Act Mutual Help (MH) Program. This policy shall apply to new construction as well as existing unit acquisitions/purchases.

### 10.2 Selection of Eligible Families

Upon a unit becoming available, the UITDHE shall review the waiting list to determine the applicant to be placed based upon the tribal preference and the date of application. The potential placement family will then be offered the unit and will be required to respond in accordance with this policy. ***Prior to selection for an available unit the UITDHE Housing Management staff shall again verify all applicant information and income for purposes of continued program eligibility.***

### 10.3 Notification of Applicants

#### Selected Families

The UITDHE will provide each family selected to participate in a homeownership program with a written Notice of Selection that includes:

1. Site location;
2. Date and time of Homeownership Occupancy Agreement ("HOA") execution;
3. Name of person(s) who must execute the HOA;
4. Total purchase price and downpayment requirement;
5. For new construction, estimated completion date; and
6. Instructions regarding acceptance/rejection of offer.

Please note, the Notice of Selection is not a contract and does not constitute a legal obligation to the homebuyer.

### 10.4 Participant's Move-In Meeting

- A. Prior to occupying a homeownership unit, the family, accompanied by UITDHE staff will complete a Move-In Inspection to record the condition of the home. The UITDHE shall maintain a record of the inspection.
- B. In addition to participating in homeownership counseling activities, a family must, prior to occupying the unit, attend a Participant's Move-In Meeting with UITDHE staff.
- C. The Participant's Move-In Meeting shall include a review of the selected family's responsibilities as a homebuyer.
- D. Prior to actual move-in, the family shall complete and sign a financial statement and provide current income verification and other data to the UITDHE. This requirement is necessary to assure that the participant is still eligible for the program and inform the UITDHE of any changes in family status.
- E. Deficiencies are to be corrected by the contractor in accordance with the particular construction contract.

#### 10.5 Verification of Information

It is necessary for the UITDHE to verify all required information at the time of application and prior to the homebuyer occupying the unit. Changes in income or family status can affect eligibility in either a positive or negative manner. It is the responsibility of the UITDHE to assure that the awarding of the unit is appropriate and in compliance with federal regulations and UITDHE policies. The following verifications are required:

- A. All information provided by applicants and selected families will be verified. Applicants must provide proof of their statements when requested to do so by the UITDHE.
- B. Proof of Ute Indian tribal enrollment.
- C. Family composition.
- D. Income verified through employers or other appropriate sources at the time of application and again prior to admission to the Homeownership Program.

#### 10.6 Failure or Refusal to Provide Required Information

If a family either fails or refuses to cooperate with the UITDHE by not providing required information within 10 working days of a request, they will not be certified as eligible for the program and removed from further consideration. If the failure is not their fault, UITDHE may allow more time. The applicant will be so notified and the UITDHE will then consider the next eligible family on the waiting list.

## Chapter 11 - Establishing House Payments for the Mutual Help and Homeownership Program

### 11.1 Required Payments

For the Mutual Help ("MH") Program, housing payments shall be based on 15% (percent) of adjusted monthly income but may not be less than the monthly administrative fee or more than the administrative fee plus monthly debt service. UITDHE shall utilize all NAHASDA statutory adjustments and deductions. ***For purposes of meeting house payment and related household requirements all participants must have adequate income from all sources to meet said household obligations.***

### 11.2 Required Payment for other UITDHE Homeownership Programs

For all other UITDHE Homeownership Programs, monthly payments shall be established in accordance with program or financing requirements but shall not exceed 30 percent of adjusted monthly income if the unit is in any way assisted with Native American Housing Assistance and Self-Determination Act of 1986, as amended ("NAHASDA"), Indian Housing Block Grant funds. Housing payments shall be based upon 15% (percent) of adjusted monthly income.

### 11.3 Purchase Price Determination

The UITDHE shall determine purchase price through utilization of an appraisal by a qualified professional appraiser. The purchase price shall then be set by the UITDHE Executive Director or designee of the UITDHE based on the appraised value.

### 11.4 Term of Payoff

For the Mutual Help Program the term of the MHOA is set at 25 years or until such time as the Monthly Equity Payment Account ("MEPA") and MH contribution (reserve) equal the unamortized balance left on the home. For other UITDHE Homeownership Programs, the payoff term is limited to 25 years. The home may be paid off sooner based upon the family's monthly payment amount. However, if the family otherwise satisfies all of its requirements under the MHOA, any remaining balance owed on the home shall be forgiven after 25 years or 300 months. A reasonable amount for settlement and conveyance costs may be charged to the homebuyer in addition to the purchase price.

For other UITDHE Homeownership Programs the term of the homeownership program will be determined based on the type of financing used to build or purchase the unit.

### 11.5 Monthly Equity Payment Account (MEPA) Mutual Help Program only

In the MH Program, if the monthly house payment exceeds the administrative fee, the amount of the excess shall be credited to the homebuyer's MEPA.

11.6 Administrative Use of MEPA

Upon conveyance of a paid off unit, any MEPA left in the homebuyer's account will become proceeds of sale and remain with the UITDHE to be used for affordable housing activities, economic development or community improvement projects.

11.7 Maximum House Payment

In the MH Program, the maximum payment shall be the sum of the monthly debt service on the unit plus the administrative charge/fee. For other UITDHE Homeownership Programs, the maximum payment shall be equal to the total purchase price amortized for up to 30 years depending upon the length of the MHOA (at the applicable interest rate, if any, to be charged).

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

### 12.1 Eligibility for Continued Occupancy

In order to continue to participate in all UITDHE Homeownership Programs, the homebuyer must continue to meet the following requirements of the program.

- A. The homebuyer and/or members of his/her household and visitors must comply with all laws affecting the use and occupancy of the premises.
- B. The homebuyer must make house payments promptly on the first day of the month.
- C. The homebuyer shall keep the premises in a clean, safe and sanitary condition.
- D. The homebuyer may not sell or sublease the house, take in any boarders, or use the house or grounds as a place of business without the written permission of the UITDHE.
- E. The homebuyer may not make any structural changes to the house or grounds unless the UITDHE grants permission.
- F. The homebuyer 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.
- G. The homebuyer must abide by all conditions of the MHOA or other homebuyer agreement.

### 12.2 Periodic Re-examinations

At least once every 12 months the income and family composition of all Homeownership occupants, with the exception of Mutual Help and other UITDHE Homeownership Program homebuyers who are in compliance with their MHOA or Lease Purchase agreement, will be re-examined and monthly payments adjusted accordingly. The participants may voluntarily submit information for re-examination at any time.

### 12.3 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 a special re-examination will be scheduled. Such special re-examinations will be scheduled at the UITDHE Executive Director's discretion. The homebuyer will be notified in advance, in writing, regarding the date of the special re-examination.



#### 12.4 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.
- C. If a homebuyer fails to provide income information promptly, changes in monthly payments due to re-examination may be made retroactive to the proper effective date.

#### 12.5 Re-examination Follow-up

- A. If there is any change in the house payment, the UITDHE will promptly mail or deliver a "Notice of House Payment Adjustment" to the homebuyer.
- B. As a part of the record of each family re-examined, the UITDHE Executive Director or authorized employee will certify to the determination in the space provided on the application for continued occupancy and acknowledged by the homebuyer.



#### 12.6 Inspections

##### A. *Annual inspections.*

1. UITDHE shall provide the homebuyer with written notification of the scheduled inspection at least 14 days prior to the date of the inspection. The notice shall state that the inspection is a requirement of the homeowner agreement and give the date and time of the inspection.
2. UITDHE shall conduct a thorough inspection of the interior and exterior of the home. The homebuyer shall sign the inspection report, which contains the results of the inspection.
3. If the inspection reveals any homebuyer caused deficiencies or damages in the condition of the home. The homebuyer shall be given 30 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 homebuyer shall be notified and given the opportunity to be present at the inspection. If the homebuyer has not corrected the deficiencies, UITDHE may terminate the homebuyer agreement in accordance with the terms of the applicable agreement and UITDHE policy or perform the necessary work and charge the homebuyer's account. Recurring unacceptable inspections will result in the termination of the applicable agreement.

- 5. UITDHE may waive annual inspections on those homes that have a good inspection record and perform inspections every three years.

*B. Special inspections.*

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

12.7 Rules of Occupancy

- A. *Principal residence.* As a condition of occupancy, homebuyers are required to use the home as a principal residence, except for UITDHE approved temporary absences.
- B. *Determination of abandoned unit.* A home which has been unoccupied for a period of 30 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 MHOA or other homebuyer agreement and this Policy.
- C. *Business use.* The use of the residence for operation of a business may be approved by the UITDHE under the following conditions. The operation of a business must be essential for the wellbeing of the family or for the family to meet its obligation under the homebuyer agreement. The operation of the business should not negatively impact the neighborhood or surrounding community and shall abide by all city and county ordinances. A request to operate a business out of the home shall be made in writing. A decision on the request shall be made within 14 days of the date of the request. A denial is subject to the UITDHE's grievance procedure.
- D. *Modifications.* No homebuyer shall make any modifications or additions to the unit unless approved by the UITDHE. A request for modification shall be made in writing, and provide detailed information regarding the proposed change (e.g. plans/specifications). If the resident is in full compliance with the terms of the homebuyer agreement, the UITDHE may approve the request. Modifications which are approvable include but are not limited to energy conservation items, permanent fencing, and cosmetic interior items. All cost and expenses incurred by the homebuyer in making modifications shall be solely the responsibility of the homebuyer.
- E. *Damage to property.* Homebuyers 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.
- F. *Public disturbance.* Homebuyers, residents and guests 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 UITDHE homebuyer agreements and this Policy in compliance with Title II U.S. Code Section 207 (a) leases.

- G. *Responsibility to provide utilities.* It is generally the responsibility of the homebuyer to provide all utilities for the unit including all deposits. Some residents may be eligible for utility reimbursement depending upon adjusted income.
- H. *Payments/Rent.* All homebuyer payments are due on the first day of the month without billing/prior notice, in accordance with the UITDHE Collection Policy at 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, Utah 84026-0250. Payments shall be made by cashier's checks, money orders, ACH deposits, payroll/dividend deduction, and Golden Age. No cash accepted.
- I. *Maintenance/appearance of the home and property.* The homebuyers 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 resident will be required to remove it from the property. See Chapter 16 for more information on parking of vehicles.
- J. *Pet/Animal control.* The resident shall remain in compliance with the local animal control policy/ordinance and any UITDHE Policy that has been approved by the Board of Commissioners. See Chapter 18 for information on pet/animal control.
- K. *Requirements to list occupants.* The homebuyer 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.
- L. *Participant responsibility for children and guests.* The homebuyer (head of household or spouse) is responsible for all of the occupants, guests, and children of the home and may be held accountable for their actions.
- M. *Inspections.* The homebuyer shall permit UITDHE to periodically inspect the unit and grounds.
- N. *Counseling.* The homebuyer is required to attend all mandatory counseling sessions scheduled by the UITDHE. The homebuyer may be required to attend individual counseling sessions as a condition of continued occupancy.
- O. *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 in accordance with the homebuyer 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 homebuyer agreement and invoke the eviction process against any of its homebuyers for what it considers a violation of this provision and collect from the homebuyer 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 homebuyer can show proof of rehabilitation satisfactory to UITDHE in UITDHE's sole discretion after five (5) years from the date of termination of the homebuyer agreement, homebuyer will be allowed to lease or purchase another unit from UITDHE.

- P. *Insurance.* The UITDHE shall provide required insurance on the unit structure including fire and extended coverage. The homebuyer will have to secure his/her own insurance for personal property and contents. It is the homebuyer's responsibility to immediately report all damages to the unit so claims can be processed in a timely manner.
- Q. *Re-certification.* The homebuyer is required to update relevant information regarding income, family composition, payment calculations, etc. on a periodic basis in accordance with the homebuyer agreement and this Policy.
- R. *Prohibition of subleasing without prior approval.* The homebuyer shall not take in boarders or otherwise sublet the unit without prior approval by the UITDHE.
- S. *Prohibition of alcohol and drug abuse.* The Residential Coordinator or other UITDHE employee working with the resident shall have the responsibility of reviewing the applicable agreement with the homebuyer in regard to drug and alcohol abuse/activities. Any and all such prohibition provisions should be read to the participant. 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.
- T. *Other responsibilities/obligations under the agreement(s).* The homebuyer is responsible for complying with all other responsibilities/obligations stated in the homebuyer agreement/lease.

## Chapter 13 - MEPA Use Policy for the Mutual Help Program

### 13.1 Policy Statement

This policy shall apply to all Mutual Help units developed under the 1937 Housing Act.

### 13.2 Definitions

Monthly Equity Payment Account ("MEPA") is an account set up for homebuyers whose required monthly payments exceed the administrative fee. Funds from this account may be used for routine maintenance, betterments and/or additions. The homebuyer will not be allowed to use MEPA funds for luxury items, as determined by the UITDHE. Each request will be considered on a case-by-case basis.

Betterments are any improvements made to the home or grounds that do not result in additional square footage.

Additions are any improvement made to the home that will result in additional square footage. Any request from a homebuyer to make additions or structural changes to the home shall be submitted to the UITDHE in writing with a drawing of the proposed change(s) for approval.

### 13.3 MEPA Use Approval Process

The homebuyer must be in compliance with their Mutual Help and Occupancy Agreement ("MHOA") in order to use MEPA funds. The use of MEPA funds to bring delinquent house payments current is allowable as defined in the MHOA. The UITDHE Executive Director or his/her designee shall approve the use of MEPA funds. The UITDHE will require the following documentation:

- A. A written request to use MEPA funds.
- B. A statement from the homebuyer authorizing the UITDHE to expend funds from the homebuyer's MEPA for approved activities.
- C. An itemized cost estimate for the work to be performed.
- D. A vendor's cost estimate for materials to be purchased.
- E. Name of certified contractor who will perform the work.
- F. Contractor's plans and specifications, if a contractor is being hired to perform the work.
- G. All receipts or itemized invoices for expenses incurred upon completion of the work.

### 13.4 Allowable MEPA Uses

- A. Disabled access conversion/rehabilitation of homes for disabled use, i.e., bathroom(s), doorways, entrance ramps, etc.

- B. Repairs and/or replacements with priority on those items that have been identified in a home inspection. In all cases, if a condition exists that would create a hazard to the life, health, or safety of the occupant, or serious damage to the property, these items should override all other requests.
- C. Improvements such as installation of carpet, upgrade of windows, cabinets, doors, lighting and plumbing fixtures, electrical, insulation, wood stoves, fencing, lawn sod, or other items as determined by the UITDHE.
- D. Replacement of appliances such as kitchen stoves, refrigerators, water heaters, and other items as determined by the UITDHE.
- E. Delinquent monthly administrative fees in accordance with MHOA provisions.

13.5 Unallowable MEPA Uses

MEPA funds shall not be used for luxury items as determined by the UITDHE (such as, but not limited to; hot tubs, spas, swimming pools, electronic equipment, or household furniture) or other uses not specifically allowed under Section 13.4.

13.6 Payment for Materials, Construction Costs and/or Contractor Services

- A. The UITDHE will make direct payment to the party performing the work or to the vendor when materials are purchased using the UITDHE Purchase Order System. **At no time will payments be made directly to the homebuyer for any material or contractor invoices unless approved by the UITDHE Executive Director.**
- B. For the construction of additions or major improvements, payments may be processed in two phases.
  - 1) Partial payment when the cost of material or labor is submitted.
  - 2) Final payment upon completion of work, final inspection, and acceptance of the work by the homebuyer.

13.7 Inspections

For construction of additions or structural changes, the UITDHE will conduct an interim inspection and, upon completion of the project, a final inspection will be done prior to final payment.

13.8 Repayment

Homebuyers will not be required to repay MEPA funds used in accordance with this Policy.

## Chapter 14 - Sublease Policy for the Mutual Help Program

### 14.1 Policy Statement

This policy will apply to all Mutual Help units developed under the 1937 Housing Act as well as those units developed or purchased with Native American Housing Assistance and Self-Determination Act of 1986, as amended, funds.

### 14.2 Subleasing Conditions

- A. Loss of income that necessitates a temporary family move to locate employment. Proof of this situation must be presented to the UITDHE Executive Director and Board of Commissioners.
- B. Illness of the homebuyer or a member of his/her immediate household, i.e., wife, son, daughter or a parent who resides in the household and whose name appears on the application form. Such illness may require temporary relocation to be near medical facilities, specialists, Indian Health Service Hospitals, etc. A doctor's statement must accompany the request to sublease and must be presented to the UITDHE Executive Director and Board of Commissioners.
- C. Temporary subleasing may be requested in the event the head of household is required by the U.S. Government to fulfill a military obligation that was not foreseen at the time of initial occupancy. Proof of military mobilization or deployment must be presented to the UITDHE Executive Director and Board of Commissioners.
- D. Education for the purpose of future advancement of family income and living conditions. Proof of education grants or acceptance for education or training by an institution of higher learning must be presented to the UITDHE Executive Director and Board of Commissioners.
- E. Any other reason that the UITDHE Board of Commissioners deems justifiable.

### 14.3 Procedures for Requesting a Sublease

- A. Upon notification, the UITHDE Executive Director shall request supporting documentation for the sublease. The homebuyer shall be responsible for furnishing the required supporting documents.
- B. The request shall include the name of the sublessee. The sublessee shall be required to complete an application for housing assistance and qualify for the UITDHE Homeownership Program. The house payment shall be based on the income of the homebuyer not the sublessee.
- C. UITDHE shall furnish a sub-lease agreement.

D. The completed sublease request shall be approved by the UITDHE Executive Director.

14.4 Sublease Period

Subleases shall be for no more than twelve (12) months. Subleases will only be extended past twelve (12) months for valid reasons as determined by the UITDHE Executive Director. Final approval of further extensions must be made by the UITDHE Board of Commissioners and any decision rendered by the UITDHE Board of Commissioners shall be final.

14.5 Prohibitions

- A. At no time shall a homebuyer sublease his/her home for profit or monetary gain.
- B. Payments made on the home by the sublessee shall be made, in their entirety, to the UITDHE and the sublessee shall not pay anything in excess of the house payment, based on the homebuyer's income, directly to the homebuyer. If the sublessee fails to pay the monthly required house payment, the delinquent payment will be charged to the homebuyer's account and shall become a delinquent house payment that will subject the homebuyer to termination of MHOA procedures.
- C. Should the UITDHE find the prospective sublessee unsuitable, such findings shall be documented and the homebuyer shall be required to find another sublessee.
- D. This subleasing policy shall in no way alter the terms and conditions of the existing MHOA or homebuyer agreement. The same terms and conditions of all homebuyer agreements shall be binding on the sublessee as well as the homebuyer.

## Chapter 15 - Collection Policy Affordable Housing Programs

### 15.1 Policy Statement

The Collection Policy is essential for the effective operation of the UITDHE and serves several purposes. Rent and homebuyer payments contribute to the financial stability of the UITDHE and continued maintenance costs associated with the Low Rent program. Homebuyer payments contribute to effective operation of the Mutual Help and other Homeownership Programs and related services.

This policy applies to all affordable housing homeownership and rental programs. All Mutual Help participants that have signed a Mutual Help and Occupancy Policy ("MHOA") prior to October 1, 1997, will comply with this policy and the provisions of their MHOA.

### 15.2 Required Monthly Payment

All monthly payments are due on or before the first (1<sup>st</sup>) day of each month. The payment is delinquent after the fifth (5<sup>th</sup>) day of the month.

### 15.3 Time, Place and Method for Payment

All required monthly payments are to be made as follows:

Each tenant or homebuyer is responsible for making his or her monthly payments directly to the UITDHE. 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, Utah 84026-0250. Payments shall be made by cashier's checks, money orders, ACH deposits, payroll/dividend deduction, and Golden Age. No cash accepted. If a tenant or homebuyer pays by cashier's check and it is returned for any reason, the tenant or homebuyer will be notified that they have not paid their rent or homebuyer payment. Their tenant ledger will reflect this amount as past due. The tenant or homebuyer will be responsible for any charges from the bank for a returned check.

A. Rent or homebuyer payments may be made by payroll deduction with the concurrence of the UITDHE. The tenant or homebuyer is responsible for making the necessary arrangements with their employer to have their payments mailed directly to the UITDHE. People wishing to utilize this method of payment shall use a payroll deduction form supplied by the UITDHE.

B. Tenants or homebuyers that are employed by the UITDHE may be required to make their monthly payments by payroll deduction. Tenants or homebuyers employed by other Ute Indian Tribal organizations may have their rent or house payments made by payroll deduction at the option of their employer.

- C. Failure to meet financial obligations will result in the account being handled in accordance with the procedures for delinquent accounts. The ability to meet financial obligations is a requirement for continued occupancy.

15.4 Collections Procedures

Rent or homebuyer payments are due and payable on or before the first (1<sup>st</sup>) day of each month. Payments are considered delinquent after the fifth (5<sup>th</sup>) day of the month at which time a termination notice will be sent to tenant notifying tenant that the lease will be terminated 30 days from receipt of the notice.

15.5 Notices

- A. The termination notice shall be in written form and shall describe the reason for termination.
- B. Notices required under this policy, the MHOA, the Rental Lease, or other homebuyer agreements will be personally served on the homebuyer, tenant, or any responsible adult residing in the household. Service may also be accomplished by certified mail, return receipt requested, properly addressed to the tenant at the property address or posted at the property address. Nonmonetary defaults will be handled in accordance with the homebuyer agreement or lease.

## CHAPTER 16 – PARKING OF VEHICLES IN RENTAL PROJECTS

16.1 The Parking Policy shall be applicable to all UITDHE Low Rent projects.

### 16.2 Size Restrictions

Except in relation to provision of services to the unit, no vehicle or equipment over ten thousand (10,000) pounds gross vehicle weight may be parked on UITDHE rental property; provided that a guest staying in a recreational vehicle for fourteen (14) days or less is permissible.

### 16.3 Inoperable and/or Unlicensed Vehicles

Vehicles present in Residential Areas must be in operable condition and currently licensed and registered in the state of Utah. Inoperable and/or unlicensed vehicles may not be stored or left on UITDHE rental property. UITDHE may cause all such inoperable and/or unlicensed vehicles to be towed and impounded after thirty (30) days at the sole expense of the tenant.

### 16.4 Vehicle Parking

Tenant parking is restricted to the driveway, carport, or garage. A tenant may park two (2) vehicles in the driveway so long as no vehicle extends into the street or onto a yard. Guests may park vehicles in a tenant's driveway, carport, or garage or other designated parking areas when visiting a tenant but must ensure that they are parked so as not to block any neighbor's access or to restrict traffic flow within the Residential Area.

### 16.5 All Terrain Vehicles ("ATVs")

The operation of ATVs, including dirt bikes not licensed for use upon roadways, is prohibited in Residential Areas; provided, however, a tenant that owns an ATV may ride the ATV from the unit to a location outside the Residential Area and from a location outside the Residential Area back to the unit; provided that the operator complies with all applicable speed limits and traffic laws.

### 16.6 Vehicle Maintenance and Safety

If a tenant fails to maintain his or her vehicle properly and UITDHE determines that it constitutes a hazard to residents, UITDHE may prohibit such vehicle from entering and/or remaining in Residential Areas until repaired. A tenant may not make any major vehicle repairs on the unit site, but may do minor vehicle repairs in the tenant's carport or garage. No repairs are to be made on or near the streets. Major repairs include, but

are not limited to overhauls or removals of engines, transmission work, brake work, and body repairs. Minor repairs include, but are not limited to oil changes, tune ups, and filter replacements. A tenant shall immediately clean up and/or properly recycle or dispose of any grease, oil, or other substance that is drained from or leaks from his or her vehicle or the vehicle of a guest.

16.7 Speed Limit

The maximum speed permitted in Residential Areas is fifteen (15) miles per hour.

## Chapter 17 - Occupancy Rules Concerning Firearms

### 17.1 Policy Statement

Careless maintenance or use of firearms in a reckless or unacceptable manner is dangerous and threatens the health, safety, and welfare of residents, guests, and employees of UITDHE. Therefore, to promote the peaceful enjoyment of the premises by tenants as well as the safety of all tenants, residents, and guests of UITDHE housing projects, and employees of UITDHE.

### 17.2 Firearm Violations.

- A. No tenant, member of tenant's household, or guest of either may discharge a firearm in or around a UITDHE project, threaten to discharge a firearm, or make a firearm-related threat against any person in a unit or around a UITDHE project. If, in or around a UITDHE unit or project, a tenant, any member of the tenant's family, or a guest of either, discharges a firearm, threatens to discharge a firearm, or makes any other threats while possessing a firearm—whether verbal or by gestures—UITDHE shall terminate the lease agreement pursuant to the expedited termination provisions of the UITDHE Termination and Eviction Policy.
- B. Except as otherwise provided herein, violation of this firearms policy shall be grounds for termination of a lease agreement with UITDHE and for imposition of any other available legal sanctions. Any termination based on a firearms violation shall be pursuant to the UITDHE Termination and Eviction Policy.

## Chapter 18 - Dogs and Other Animals

### 18.1 Policy Statement

This policy is applicable to all UITDHE Low Rent units. Unleashed and unconfined dogs pose a threat to the health, safety, and welfare of UITDHE project residents, guests, and employees. It is therefore the policy of UITDHE that all tenants are responsible for keeping their dogs confined within a secure enclosure; provided that, while exercising or walking their dogs, Tenants shall at all times maintain control of their dogs by use of appropriate leashes not longer than ten feet in length. Dogs may be confined within a motor vehicle, but such confinement shall not constitute a cruel restraint of the ability to breathe or move unless the windows are closed and the temperature is above 70 degrees Fahrenheit.

- A. Dogs shall be vaccinated against rabies no less than once every twelve months. All dogs shall, at all times, wear a numbered tag indicating the date of such vaccination.
- B. No tenant shall own or keep any dog or other animal that, by noise or odor, shall unreasonably annoy, disturb, or endanger the health or safety of or right to peaceful enjoyment of their premises by persons residing in the immediate vicinity.
- C. Non-livestock, female animals that are in heat shall be penned or enclosed in a manner that precludes other animals from attacking such animal or from being attracted to it.
- D. Tenants residing in cluster housing or subdivisions shall not keep livestock or fowl in or around the housing unit, whether confined within a secure enclosure or free-range.
- E. For the purposes of this subsection, the term "livestock" includes cattle, sheep, pigs, goats, horses, donkeys, and mules. The term "fowl" includes chickens, ducks, geese, turkeys, and pheasants.

### 18.2 Failure to Comply.

Failure to comply may be grounds for termination of a lease agreement with UITDHE and for other legal sanctions. Tenant will be legally and financially responsible for any bodily injury, damage to personal property of other Tenants, or damage to a UITDHE unit caused by an occupant's pet. Tenants may have no more than two pets. Tenants may not keep any dog found to be vicious in the unit or on the premises. UITDHE shall consider a dog to be vicious if it receives any confirmed report of an attack against a person or other animal. Any proposed termination based on the presence of an unleashed or unconfined dog shall be initiated and conducted pursuant to the terms of the UITDHE Termination and Eviction Policy. Vicious dogs are defined as Doberman Pinchers, Pit Bulls, German Shepherds, Rottweilers, or any cross-breed with such dogs and may not be kept in the unit or on the



premises.

## Chapter 19 - Downpayment Assistance Program

### 19.1 Policy Statement:

The Downpayment Assistance Program has been developed to provide housing assistance to eligible members of the Ute Indian tribe who have been approved for a mortgage loan from an approved lender. An approved lender is a lender who is approved by the U.S. Secretary of Housing and Urban Development, Secretary of Agriculture, or the Secretary of Veterans' Affairs; or be supervised, approved, regulated, or insured by an agency of the federal government.

### 19.2 Down payment Assistance Program

Eligible members of the Ute Indian tribe may receive up to \$7,000.00 in down payment assistance on a one time only basis. The Board of Commissioners of the Ute Indian Tribally Designated Housing Entity ("UITDHE") approves these forgivable loans. Individuals must make their request for assistance in writing after they have made application for a home loan with an approved lender.

This assistance is a forgivable loan to the tribal member and is paid directly to the lending institution with which the tribal member has made application for a loan. This loan will not have to be paid back to the UITDHE unless the homebuyer should decide to sell the home within a five-year period of the loan. The payment is only made after the tribal member has received a letter of approval from the lending institution. A copy of this letter must be furnished to the UITDHE and is verified before payment is made.

The homebuyer who is approved for a home loan will be responsible for making the monthly house payment to the lender. The UITDHE is not a party to the loan and therefore in the event the homebuyer is unable to make the monthly house payment, the homebuyer will have to work out any agreements regarding repayment or refinancing with the lender. The homebuyer will not be able to approach the UITDHE for any assistance.

If the homebuyer should decide to sell their home within a five-year period of receiving down payment assistance they will be required to repay the UITDHE a fixed percentage of the grant. The repayment will be based on the following:

Home sold within the 1 <sup>st</sup> year:	Repayment of 100%
Home sold within the 2 <sup>nd</sup> to 3 <sup>rd</sup> year:	Repayment of 75 %
Home sold within the 3 <sup>rd</sup> to 4 <sup>th</sup> year:	Repayment of 50 %
Home sold in the 5 <sup>th</sup> year:	Repayment of 25%

Home sold after the 5<sup>th</sup> year:

No repayment

Tribal members that apply for this assistance must be within the service area of the UITDHE. The service area for the Downpayment Assistance Program is defined in the UITDHE Indian Housing Plan to include the two counties which are Uintah and Duchesne. Tribal members who own a home in the counties in which these colonies are located and their property is either held in trust or is fee simple property are eligible for this assistance as well.

### 19.3 Eligibility Requirements

In order for an individual or family to receive assistance from the Downpayment Assistance Program they must first meet the following eligibility requirements.

1. Be an adult enrolled member of the Ute Indian Tribe;
2. Meet low-income requirements as determined by NAHASDA and UITDHE;  
and
3. Reside within the service area of the UITDHE.

## Chapter 20 - Termination and Eviction Policy for the Rental and Mutual Help Programs

### 20.1 Policy Statement

There are times when the termination of Rental Leases and Mutual Help and Occupancy Agreements become necessary due to circumstances that are unforeseen, voluntary actions on the part of the tenant or resident, or as a result of policy/agreement violations. Upon exhausting all informal and formal remedies the UITDHE has the responsibility to initiate the process of termination in those cases where such action is warranted. This policy addresses both involuntary and voluntary termination of leases and occupancy agreements and further defines the eviction process.

This policy provides a process that is expeditious and attempts to avoid having vacant units that may be costly to the UITDHE. Tenants and homebuyers whose leases/agreements are involuntarily terminated will have the right to file a grievance in accordance with the UITDHE Grievance Policy.

### 20.2 Voluntary Termination: Mutual Help and Occupancy Agreement

- A. In some instances, Mutual Help homebuyers may have to move due to circumstances beyond their control or leave the area for employment reasons. The homebuyer may terminate the agreement by giving written notice thirty (30) days in advance. In all cases the homebuyer is responsible for notifying the UITDHE in accordance with Article XII, Section 12.3, of the Mutual Help and Occupancy Agreement ("MHOA"). Upon receiving the notice the UITDHE and homebuyer will proceed with the appropriate steps as found in Articles 12.4 and 12.5 (a) of the MHOA.

### 20.3 Voluntary Termination: Low Rent Program-Tenant Lease

- A. Tenants in the Low Rent Program who wish to terminate their lease with the UITDHE may do so in accordance with Section 13 of the lease. A tenant may terminate his/her Low Rent Tenant Lease by giving the UITDHE written notice thirty (30) days in advance and the Tenant Lease shall terminate on the thirtieth (30<sup>th</sup>) day after the UITDHE receives such notice. Rent will be prorated if the tenant vacates the unit after the first of the month.

### 20.4 Involuntary Termination: Mutual Help and Occupancy Agreement

- A. The UITDHE may terminate the Mutual Help and Occupancy Agreement if the homebuyer fails to meet any of his/her obligations under the agreement. Reasons for termination may include, without limitation,

failure to make timely payments, repeated failure to make timely payments, violation of the policy for Substance Abuse and Drug Free Housing, willful or negligent damage to the unit, misrepresentation or withholding of material information in applications or re-certifications or violation of other material provisions of the Mutual Help and Occupancy Agreement.

*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 MHOA in accordance with the MHOA 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 MHOA and invoke the eviction process against any of its homebuyers for what it considers a violation of this provision and collect from the homebuyer 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 homebuyer can show proof of rehabilitation satisfactory to UITDHE in UITDHE’s sole discretion after five (5) years from the date of termination of the MHOA, homebuyer will be allowed to lease or purchase another unit from UITDHE.

- B. NOTICE OF NON-COMPLIANCE. A Notice of Non-compliance for any MHOA infraction other than for delinquency in payment will be sent to the homebuyer stating that they have 10 days to cure the breach of agreement or inform the UITDHE as to why they are unable to cure the breach of agreement.
1. During this period the homebuyer may cure the breach of agreement or enter into a Plan of Action. The Plan of Action will state the conditions for curing the breach and the time frame for cure.
  2. The UITDHE’s acceptance of a Plan of Action and attempts at cure of the breach in no way waives its right to proceed with termination of tenancy.
- C. TERMINATION. A written Notice of Termination initiates the process, after either a Notice of Delinquency or Notice of Non-compliance. Such notice shall state the following;

1. The reason(s) for the termination and time of termination.
2. That the Mutual Help and Occupancy Agreement shall terminate thirty (30) days after the date of the Notice of Termination.
3. That the homebuyer must exercise their administrative options within ten (10) days and has the right to make a reply and right to request a Grievance hearing in accordance with UITDHE Grievance Policy. The ten (10) day period provides the homebuyer with the opportunity to request a hearing with the UITDHE Board of Commissioners prior to the expiration of the thirty (30) day period as stated in the Notice of Termination. Failure to do so on the part of the homebuyer does not alter the effective date of the Notice of Termination.
  - a. The purpose of the hearing is to review all evidence and facts to determine if the Notice of Termination is valid and to provide an opportunity to correct any breach(s) of the Mutual Help and Occupancy Agreement.
    - 1) If the homebuyer is disputing the amount charged for the house payment, a payment equal to the administrative charge or last approved house payment will be deposited in escrow until the disputed amount is resolved. The homebuyers tenant ledger will continue to reflect a past due amount until the dispute is resolved.
  - b. The following are administrative options:
    - 1) respond to notice in writing;
    - 2) contact UITDHE counselor and sign and commence payments on a Plan of Action/Payback Agreement;
    - 3) request a grievance hearing in accordance with the Grievance Policy with the exception of an individual who has received a notice alleging violation of the Policy for Substance Abuse and Drug Free Housing; or
    - 4) schedule an appearance at the next regularly scheduled Board of Commissioner meeting.
4. The homebuyer may be represented or accompanied by anyone of his/her choice at their own cost for any of the administrative or legal proceedings.

5. If, within thirty (30) days after the date of the Notice of Termination, the homebuyer presents the UITDHE with evidence or assurances satisfactory to the UITDHE that he/she will cure the breach and continue to carry out their Mutual Help and Occupancy Agreement obligations, the UITDHE may postpone the date in the Notice of Termination.
6. If the homebuyer does not exercise any administrative remedies, obtain postponement of the date of the Notice of Termination or vacate the unit within thirty (30) days or any additional period of time necessary to accomplish administrative options, the UITDHE shall file a civil complaint with the Ute Indian Tribal Court, requesting eviction of the homebuyer.

D. EXPEDITED TERMINATION PROCEDURES: Mutual Help and Occupancy Agreement

1. Expedited Termination Authorized. UITDHE may use expedited procedures for any termination of a tenancy that involves activity engaged in by the resident, any member of the household of the resident, or any guest or other person under control of the resident that is:
  - a. Criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of UITDHE; or
  - b. Criminal activity that threatens the health or safety of, or right to peaceful enjoyment of their premises by persons residing in the immediate vicinity of the premises; or
  - c. Results in a criminal conviction based on activity on or off the premises that is drug-related or involves domestic violence, sexual assault, or other activity that results or could result in serious bodily injury to another.
  - d. Expedited termination procedures also may be used to terminate the occupancy right of any person who, having been convicted of a sexually-related offense requiring registration with a state, local or federal agency, fails to register.
2. Procedure. In an expedited termination, UITDHE shall comply with the procedures for terminating an MHOA in this Policy with the exception of:

- a. UITDHE shall investigate carefully allegations supporting an expedited termination to ensure the truth and accuracy of the allegation;
- b. Based on facts gained during the investigation of allegations, UITDHE may request immediate eviction of residents from any entity having jurisdiction to issue an order of eviction;
- c. UITDHE need not provide residents with notice of noncompliance; UITDHE shall commence expedited termination procedures with a Notice of Termination, which notice shall be hand-delivered against receipt to homebuyer and shall state:
  - (1) The reason(s) for termination;
  - (2) The date by which the homebuyer(s) must vacate the premises, such date to be no more than five days from receipt of the notice;
  - (3) The existence and availability of this Policy;
  - (4) That UITDHE will provide the tribal government with a copy of the Notice of Termination, unless homebuyer waives in writing UITDHE's obligation to do so;
  - (5) homebuyer's right to a hearing with the Board to provide information or arguments on why termination should not occur, which hearing can be held prior to or after vacation of the premises;
  - (6) The date by which a hearing on the termination can be requested, such date to be not greater than the period allowed for vacation of the premises;
  - (7) That if the homebuyer does not timely request and attend a hearing, the termination of the MHOA shall be final on the date set for vacation of the premises in the Notice of Termination;
  - (8) That the homebuyer has the right to examine before the hearing, and copy at his or her expense, all relevant documents, records, or regulations of UITDHE that are directly related to the termination and that documents not made available after request therefore by the

homebuyer may not be relied upon by UITDHE at the hearing;

(9) That the homebuyer has the right to be represented or accompanied by a person of his or her choice and to be afforded due process;

(10) That the homebuyer has the right to receive a written decision on the merits responding to the information or arguments presented by the homebuyer within five days of the hearing; and

(11) That the decision by the Board is final and may not be appealed to any forum.

- d. If the homebuyer cannot be located or refuses to accept the Notice of Termination, the Notice shall be posted in a conspicuous location on the premises and will be deemed to have been received on the date of posting.
- e. Upon receipt of a request, a hearing shall be scheduled before the Board within ten days. A Notice of Hearing stating the date and time of the hearing shall be hand-delivered against receipt to the homebuyer no less than five days prior to the hearing.
- f. The hearing shall be on the record before the Board. An attorney or other person may represent both the homebuyer and UITDHE. The homebuyer and UITDHE shall both have the opportunity to present evidence and to question witnesses.
- g. The Decision of the Board. The Chairman of the Board shall have prepared a written decision together with the reasons therefore within five working days after the hearing. Copies of the decision shall be sent to the homebuyer in the manner provided herein for giving notice. If the homebuyer provides evidence or assurances satisfactory to the Board that the allegations raised against him or her, the Board shall rescind the termination and order the MHOA reinstated. The Board's written decision shall inform the homebuyer of its decision to rescind the Notice of Termination or to uphold the termination. The decision of the Board is final and no appeal can be taken in any forum.

20.5 Involuntary Termination: Rental Lease Agreement

- A. The UITDHE may terminate the Rental Lease Agreement (“Lease”) if the tenant fails to meet any of his/her obligations under the Tenant Lease Agreement. Reasons for termination may include, without limitation, failure to make timely payments, violation of the policy for Substance Abuse and Drug Free Housing, willful or negligent damage to the unit, misrepresentation or withholding of material information on the application or re-certification or violation of other material provisions of the Rental Lease Agreement.

*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 in accordance with the Lease 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 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, tenant will be allowed to lease or purchase another unit from UITDHE.

- B. NOTICE OF NON-COMPLIANCE. A Notice of Non-compliance for any reason other than delinquency in payments will be sent to the tenant or resident stating they have ten (10) days to cure the breach of agreement or inform the UITDHE as to why they are unable to cure the breach of agreement.
1. During this period the tenant may cure the breach of agreement or enter into a Plan of Action. The Plan of Action will state the conditions for curing the breach and the time frame for cure.
  2. The UITDHE’s acceptance of a Plan of Action and attempts at cure of the breach in no way waives its right to proceed with termination of tenancy.

C. TERMINATION. A written Notice of Termination initiates the process, after service of either a Notice of Delinquency or Notice of Non-compliance. Such notice shall state the following:

1. The reason(s) for the termination.
2. That the Tenant Lease Agreement shall terminate on the thirtieth (30) day after the date of the Notice of Termination.
3. That the tenant may respond to the notice in writing or in person within ten (10) days of the date of the notice regarding the reason(s) for termination. The ten (10) day period provides the tenant the opportunity to request a hearing prior to the expiration of the thirty (30) day period as stated in the Notice of Termination. Failure to do so on the part of the tenant does not alter the effective date of the Notice of Termination.
4. That the purpose of the hearing is to review all evidence and facts to determine if the Notice of Termination is valid and to provide an opportunity for the tenant to correct any violation(s) of the Tenant Lease Agreement.
5. That if the tenant is disputing the amount charged for the monthly rent, a payment equal to the last approved monthly rent payment will be deposited in escrow each month until the disputed amount is resolved. The tenant's ledger will continue to reflect a past due amount until the dispute is resolved.
6. That in such response, the tenant may be represented or accompanied by persons of his/her choice at their own expense.
7. That if, within thirty (30) days after the date of the Notice of Termination, the tenant presents the UITDHE with evidence or assurances satisfactory to the UITDHE that he/she will correct the violation(s) and continue to carry out their Tenant Lease Agreement obligations, the UITDHE may rescind the Notice of Termination.
8. Upon expiration of the thirty (30) day period of the Notice of Termination, the UITDHE shall promptly file a civil complaint with Tribal Court, requesting eviction of the tenant.

D. EXPEDITED TERMINATION PROCEDURES: Rental Lease Agreement

1. Expedited Termination Authorized. UITDHE may use expedited procedures for any termination of a tenancy that involves activity engaged in by the resident, any member of the household of the resident, or any guest or other person under control of the resident that is:

- a. Criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of UITDHE; or
  - b. Criminal activity that threatens the health or safety of, or right to peaceful enjoyment of their premises by persons residing in the immediate vicinity of the premises; or
  - c. Results in a criminal conviction based on activity on or off the premises that is drug-related or involves domestic violence, sexual assault, or other activity that results or could result in serious bodily injury to another.
  - d. Expedited termination procedures also may be used to terminate the occupancy right of any person who, having been convicted of a sexually-related offense requiring registration with a state, local or federal agency, fails to register.
2. Procedure. In an expedited termination, UITDHE shall comply with the procedures for terminating a Lease Agreement in this Policy with the exception of:
- a. UITDHE shall investigate carefully allegations supporting an expedited termination to ensure the truth and accuracy of the allegation;
  - b. Based on facts gained during the investigation of allegations, UITDHE may request immediate eviction of residents from any entity having jurisdiction to issue an order of eviction;
  - c. UITDHE need not provide residents with notice of noncompliance; UITDHE shall commence expedited termination procedures with a Notice of Termination, which notice shall be hand-delivered against receipt to Tenant and shall state:
    - (1) The reason(s) for termination;
    - (2) The date by which the Tenant (s) must vacate the premises such date to be no more than five days from receipt of the notice;
    - (3) The existence and availability of this Policy;
    - (4) That UITDHE will provide the tribal government with a copy of the Notice of Termination, unless Tenant waives in writing UITDHE's obligation to do so;
    - (5) Tenant's right to a hearing with the Board to provide information or arguments on why termination should not occur, which hearing can be held prior to or after vacation of the premises;

- (6) The date by which a hearing on the termination can be requested, such date to be not greater than the period allowed for vacation of the premises;
  - (7) That if the Tenant does not timely request and attend a hearing, the termination of the Lease Agreement shall be final on the date set for vacation of the premises in the Notice of Termination;
  - (8) That the Tenant has the right to examine before the hearing, and copy at his or her expense, all relevant documents, records, or regulations of UITDHE that are directly related to the termination and that documents not made available after request therefore by the Tenant may not be relied upon by UITDHE at the hearing;
  - (9) That the Tenant has the right to be represented or accompanied by a person of his or her choice and to be afforded due process;
  - (10) That the Tenant has the right to receive a written decision on the merits responding to the information or arguments presented by the Tenant within five days of the hearing; and
  - (11) That the decision by the Board is final and may not be appealed to any forum.
- d. If the Tenant cannot be located or refuses to accept the Notice of Termination, the Notice shall be posted in a conspicuous location on the premises and will be deemed to have been received on the date of posting.
  - e. Upon receipt of a request, a hearing shall be scheduled before the Board within ten days. A Notice of Hearing stating the date and time of the hearing shall be hand-delivered against receipt to the Tenant no less than five days prior to the hearing.
  - f. The hearing shall be on the record before the Board. An attorney or other person may represent both the Tenant and UITDHE. The Tenant and UITDHE shall both have the opportunity to present evidence and to question witnesses.
  - g. The Decision of the Board. The Chairman of the Board shall have prepared a written decision together with the reasons therefore within five working days after the hearing. Copies of the decision shall be sent to the Tenant in the manner provided herein for giving notice. If the Tenant provides evidence or assurances satisfactory to the Board that the allegations raised against him or her, the Board shall rescind the termination and order the Lease Agreement reinstated. The Board's written decision shall inform the Tenant of its

decision to rescind the Notice of Termination or to uphold the termination. The decision of the Board is final and no appeal can be taken in any forum.

20.6 Abandonment of Mutual Help Unit

- A. In the event a homebuyer abandons their unit for a period that exceeds thirty (30) consecutive days and the monthly house payment is owed, the homebuyer will have breached their Mutual Help and Occupancy Agreement. The UITDHE will proceed in accordance with Paragraph 6.4 of this policy and with Article XII-Termination of MHOA. Upon completing all requirements of Article XII the UITDHE will proceed with identifying a subsequent homebuyer or make a determination as to the future use of the unit.
- B. The UITDHE will notify the homebuyer that a claim for remaining personal property must be made within fourteen (14) days or it will be disposed of by the UITDHE.

20.7 Abandonment of Low Rent Unit

- A. In the event a tenant abandons their unit for a period that exceeds two weeks, (14) consecutive days, and rent is owed, the Tenant shall, at the option of the UITDHE, be considered to have abandoned the unit. The UITDHE will proceed with paragraph 6.5 of this policy and with Paragraph 14, of the Tenant Lease. Upon completing all requirements of the policy and lease the UITDHE will proceed with preparing the available unit for the next eligible family on the Low Rent waiting list.
- B. The UITDHE will notify the tenant that a claim for remaining personal property must be made within fourteen (14) days or it will be disposed of by the UITDHE.

20.8 Eviction Process

- A. It is the position of the UITDHE to provide every opportunity to tenants and homebuyers to rectify any violations or breach of agreements before proceeding with the eviction process. After all administrative remedies have been exhausted the UITDHE will provide all documents regarding termination to the UITDHE attorney. The UITDHE attorney shall file all necessary legal documents with the Tribal Court for eviction of the tenant or homebuyer.
- B. Notices required under this policy, the Mutual Help and Occupancy Agreement, the Rental Program Lease, or by tribal code will be personally served on the homebuyer, the tenant, or anyone of reasonable age and discretion in the household. Service may also be accomplished by certified mail, return receipt requested, properly addressed to the last known address, postage prepaid.

- C. As defined in Sections 6.6 and 6.7, if the homebuyer or tenant abandons his or her unit by being absent with rent owed, notice may be served by posting on the dwelling and sending first class mail, postage prepaid and properly addressed to the last known address of the tenant or homebuyer.
- D. After commencement of the civil case for eviction, any notices of hearing or order to vacate will be prepared and served by tribal court or according to tribal code.