

# **HUALAPAI TRIBAL COUNCIL**

## **RESOLUTION NO. 81-2019 OF THE GOVERNING BODY OF THE HUALAPAI TRIBE OF THE HUALAPAI RESERVATION**



Adoption of the homeownership and rental programs admission,  
Occupancy, collection, termination and grievance policies and procedures.

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RESOLUTION NO. 81-2019  
OF THE GOVERNING BODY OF THE  
HUALAPAI TRIBE OF THE HUALAPAI RESERVATION  
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Adoption of the Amendments to the Homeowner and Rental Programs Admissions, Occupancy,  
Collection, Termination, and Grievance Policies and Procedures

- WHEREAS, the Indian Housing Act of 1937 created Program for Native American tribes to receive annual grants from federal government for the development of housing programs through housing authorities, which were separated and apart from tribal governments; and
- WHEREAS, under the authority of the Indian Housing Act of 1937, the Tribe created the Hualapai Housing Authority ("Housing authority") on August, 1963 as a separate, tribally chartered corporation to operate the Tribe's housing programs; and
- WHEREAS, the enactment of the Native American Housing Assistance Self - Determination Act of 1996 ("NAHASDA") reorganized the system of federal housing assistance to native Americans by eliminating the necessity to maintain a separate housing authority and created a single block grant application process; and
- WHEREAS, in 2001 and 2002, the Hualapai Tribal Council through, a number of Resolutions, took action intended to form a department of the Tribe that operates the Hualapai Tribal Housing Programs (the "Housing Department"), and transition the operations and assets of the Housing Authority to the Housing Department, all consistent with NAHASDA and the regulation promulgated under NAHASDA; and
- WHEREAS, The Tribal Council adopted a revised Housing Code as the governing ordinance for the Hualapai Housing Department (HHD) on July 29, 2008 that among other provisions establishes that "The member of the Tribes Tribal Council shall serve as the members of the Governing Board" with all rights, duties and responsibilities to oversee operation of the Hualapai Housing Department; and
- WHEREAS, The Hualapai Housing Governing Board recognizes there is a need to update and revise existing policies, processes and procedures to provide for efficient and effective administration of Housing Assistance to the Hualapai Community pursuant to the Native American Housing Assistance and Self-Determination Act of 1996; and

WHEREAS, it is the best interest of the Tribe to adopt and approve the revised Homeownership and Rental Programs Admissions, Occupancy, Collection, Termination, and Grievance Policies and Procedures; and

WHEREAS, The HHD Administration has submitted a copy of the revised Policies and Procedures to the HHD Governing Board, which has been fully, reviewed and discussed.

NOW, THEREFORE BE IT RESOLVED, the Hualapai Tribal Council adopts and approves the Homeownership and Rental Programs Admissions, Occupancy, Collection, Termination, and Grievance Policies and Procedures effective April 16, 2019; and

BE IT FURTHER RESOLVED, that the Housing Director is hereby authorized to implement the approved Homeownership and Rental Programs Admissions, Occupancy, Collections, Termination, and Grievance Policies and Procedures to become effective May 16, 2019 after a thirty (30) day public notice.

BE IT FINALLY RESOLVED, that the Chair and Vice-Chair of the Tribal Council be, and each of them hereby is, authorized and empowered, for and on behalf of the Tribe, to negotiate, execute, and deliver all documents and instruments necessary or appropriate to effect the transaction contemplated in the Resolution.

#### CERTIFICATION

I, the undersigned Chairman of the Hualapai Tribal Council hereby certify the Hualapai Tribal Council of the Hualapai Tribe is composed of nine (9) members of whom nine (9) constitute a quorum were present at a Special Council Meeting thereof, held on this 16<sup>th</sup> day of April, 2019; and that the foregoing resolution was duly adopted by a vote of (7) in favor, (1) opposed, (1) not voting; pursuant to authority of Article V, Section (a) of the Constitution of the Hualapai Tribe; approved March 19, 2019.

KI-- J!/Jt.-

Dr. Damon Clarke, Chairman  
Hualapai Tribal Council

ATTEST:



Shanna Salazar, Administrative Assistant  
Hualapai Tribal Council

**HUALAPAI HOUSING DEPARTMENT**

**HOMEOWNERSHIP AND RENTAL PROGRAMS  
ADMISSIONS, OCCUPANCY, COLLECTION, TERMINATION  
AND GRIEVANCE  
POLICIES AND PROCEDURES**

**Revised April 16, 2019**

**Hualapai Tribal Council/Housing Board Resolution No. 81-2019**

HHD HOMEOWNERSHIP AND RENTAL PROGRAMS ADMISSIONS, OCCUPANCY,  
COLLECTION, TERMINATION AND GRIEVANCE POLICIES AND PROCEDURES

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## **SECTION I. INTRODUCTION**

### **A. THE HUALAPAI HOUSING DEPARTMENT (“HHD”)**

HHD is a Tribal Housing Department created by the Hualapai Tribal Council under Tribal Resolution No. 44-2008 for the purpose of developing and managing housing for the Hualapai people. HHD is authorized by the Hualapai Tribe to administer funds under the Native American Housing Assistance and Self-Determination Act of 1996 (“NAHASDA”) and other funding resources to provide housing for low income Hualapai families and to provide other model housing activities.

### **B. POLICY STATEMENT**

It is the policy of HHD to provide safe, decent, and sanitary housing to low-income Hualapai families who could not otherwise afford housing.

These Policies and Procedures are enacted to ensure that the Homeownership and Rental Programs are managed consistent with applicable federal laws and regulations to ensure that the applicants and Homebuyers/Tenants are treated fairly and consistently.

### **C. PURPOSE AND APPLICABILITY**

1. It is the purpose of HHD to achieve the following goals in administering its Housing Programs:
  - a) To assist in alleviating the shortage of decent, safe, and sanitary housing on the Hualapai reservation by providing housing for low income Hualapai families below 80-100% of the identified median income level;
  - b) To plan for future development of housing on the Hualapai reservation; and
  - c) To generate sufficient revenue to operate a self-sufficient housing program.
2. These Policies and Procedures apply to HHD’s Homeownership and Rental Programs, which govern the following:
  - a) Selection and admission of applicants;
  - b) Collection of required monthly payments;
  - c) Termination of leases and evictions;
  - d) Hearing of grievances; and set forth occupancy requirements.

### **D. DESCRIPTION OF HOMEOWNERSHIP AND RENTAL PROGRAMS**



1. HHD manages the following Homeownership and Rental Programs governed by these policies:

- a) Homeownership Program

The Homeownership Program provides homeownership opportunities for qualified low-income Hualapai families. It consists of units built with NAHASDA or other HUD funds and leased purchased to Homebuyers. The Program affords a Hualapai family an opportunity to purchase decent, safe, and sanitary housing under either the Mutual Help and Occupancy Agreement (MHOA) or a Lease-Purchase Agreement. The Homebuyer, in return must fulfill his/her obligations to make monthly installment payments, to pay for the cost of utilities and to provide all maintenance on the home. Inconsistencies between these policies and the Lease-Purchase Agreement shall be interpreted in favor of the Lease-Purchase Agreement.

- b) Rental Program

The Rental Program consists of units built or renovated with HUD funds. The units are rented to qualified low-income families who are under the 80% of identified median income level. The Program affords a family (called the "Tenant") an opportunity to rent decent, safe, and sanitary housing under a Rental Agreement. The Tenant, in return must fulfill his/her obligations under the Agreement, including making monthly rental payments based on income, and pay for the cost of utilities on the home. Inconsistencies between these policies and the Rental Agreement shall be interpreted in favor of the Rental Agreement.

## **E. DEVELOPMENT ON SCATTERED SITES**

1. These Policies are applicable to Homebuyers residing on scattered sites except where specifically noted.
2. A tribal member may request the Hualapai Tribe and the District Association for a land assignment for the purpose of building a home under this Program. If the Hualapai Tribe has available land for home sites, it may assign land to a participant of the Homeownership Program. Any land assignment given directly to a participant shall revert back to the Hualapai Tribe if the participant does not obtain a home under this Program or if the tribal member attempts to transfer the land assignment, by sale or gift or otherwise, to another tribal member; except that a participant may transfer the land assignment to another tribal member after the full purchase of the home under the Lease Agreement, with the consent of the Tribe. All land assignments given by the Hualapai Tribe to a tribal member under this Program shall be no bigger than  $\frac{1}{4}$  acres and

- shall include a minimum of a twenty (20) foot road easement to access the property.
3. If an applicant terminates his/her participation from the Program after HHD has already prepared the site for housing development, unless a new Homebuyer is selected, HHD may require the participant to reimburse HHD for all costs expended by the HHD for site preparation, including, but not limited to surveys, archaeological studies, environmental reviews and soils testing. Upon reimbursement, the HHD shall release all documents prepared for the land to the Homebuyer. The land assignment shall be cancelled, except where the failure is the fault of HHD. In such case, the tribal member shall be given one (1) year to construct or erect a home on the land assignment. Failure to do so will result in cancellation of the land assignment.
  4. Each Participant will be required to assign his land assignment to HHD pursuant to a Collateral Assignment when the Lease Agreement is signed. The Collateral Assignment will be in effect until the balance of the Lease Agreement is paid. If the Lease Agreement is terminated by HHD due to the Participant's breach of the Agreement, HHD will transfer the land assignment to another eligible person under the Program. The Homebuyer shall work and cooperate with the HHD to attempt to find an alternate eligible Homebuyer, first within the immediate family, and then among other relatives, and last among all other eligible applicants on the waiting list.
  5. Upon termination of a Lease on a scattered-site, the HHD shall make all efforts to assist the family to identify a relative or community member to take over the responsibilities of the Lease prior to selecting a new family from the waiting list to occupy the home.

#### **F. APPLICABLE LAWS**

1. NAHASDA provides block grant funding to Indian Tribes or their TDHEs through HUD for the operation and management of housing for low income Indian families residing on Indian reservations and other Indian areas. This Act recognizes the federal government's trust responsibility to Indian people and recognizes the sovereignty of Indian Tribes to implement their own housing programs consistent with local conditions. Where HHD utilizes funding under NAHASDA to develop its Programs, the units managed under such Programs are subject to NAHASDA requirements and HUD regulations contained in 24 CFR Part 1000. These regulations require all Indian tribes and their TDHEs administering HUD funding to adopt Admissions, Occupancy, Collection, Termination and Grievance Policies.
2. The laws of the Hualapai Tribe shall be applied in interpreting these Policies and the Courts of the Hualapai Tribe shall have exclusive jurisdiction to decide

any disputes arising from the implementation of these Policies or arising under any Agreement required under these Policies. Any disputes shall first be heard under the Appeal process set forth in these Policies.

3. HHD is subject to the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e (b)).
4. HHD is subject to the Indian Civil Rights Act (Title II of the Civil Rights Act of 1968 (25 U.S.C. 1301-1303)).
5. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d - 2000d-4), which prohibits discrimination in federally assisted programs and Title VIII of the Civil Rights Act of 1968, (the Fair Housing Act), as amended (42 U.S.C. § 3601 et seq.), which prohibits discrimination in the sale or lease of housing, do not apply to Indian tribes or their TDHEs, and HHD's restriction in favor of Hualapai or Indian families is not a violation of any provision of Title VI of the Civil Rights Act of 1964 or the Fair Housing Act. HHD does not discriminate against applicants otherwise eligible for admission.
6. HHD is subject to Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794). Section 504 and the implementing regulations at 24 CFR part 8 prohibit HHD from discriminating against a disabled person, solely on the basis of his or her disability, when administering any program that receives federal financial assistance under NAHASDA.
7. HHD is subject to the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and the implementing regulations at 24 C.F.R. Part 146, when administering any program that receives federal financial assistance under NAHASDA.
8. Homes constructed and renovated under these Programs shall be in accordance with the Universal Uniform Building Codes.

All the laws cited in this subsection as being applicable are attached to these Policies as references.

## **G. POSTING OF POLICIES**

A copy of these Policies shall be prominently posted at the HHD Office.

Additionally, a copy of these Policies shall be provided to all Homebuyers/Tenants. All Homebuyers/Tenants shall sign an acknowledgment that they have received a copy of, and read, these Policies. A copy of the acknowledgement shall be put in the Homebuyer's/Tenant's file.

## **H. MEANING OF DAYS**

All references to days in these policies shall mean calendar days, unless specifically stated otherwise.

## **I. SERVICE OF NOTICES**

1. All notices from HHD to a Homebuyer/Tenant required under these Policies shall be served by one of the following methods:
  - a) Delivering the notice personally to the Homebuyer/Tenant or to any adult member 18 years of age or older residing in the dwelling unit. When the notice is served personally, the Homebuyer/Tenant or adult family member shall sign and date the Notice. If no adult is found at the home, the notice may be posted on the door by taping all four corners of the notice to the door; or
  - b) Mailing the notice (which may be by certified mail, return receipt requested) to the Homebuyer's/Tenant's last known address. Where service is by mail, the notice shall be deemed to have been served three (3) days from the date of mailing; or
  - c) HHD may request the Hualapai Tribal Court to serve the notice when HHD determines that such is necessary to protect the safety of HHD staff.
2. Where the notice is served in person, it may be served anywhere the Homebuyer/Tenant is found, including the Homebuyer's/Tenant's place of employment (if such is allowed by the employer) and any other public place. If the Homebuyer/Tenant is represented by legal counsel, the notice may be served on the counsel, either in person or by mail.
3. Any response from a Homebuyer/Tenant to HHD in response to a notice sent by HHD under these Policies shall be in writing, and either delivered to a HHD employee at the office of HHD or sent to HHD by regular mail or certified mail, return receipt requested, properly addressed, postage prepaid.

## **J. AMENDMENTS/WAIVER**

1. Upon determination of good cause, the HHD Board may amend or waive any provision of these policies, except those which contain federal or tribal statutory requirements.

2. Proposed amendments to these Policies shall be posted prominently at the HHD office, the Hualapai Tribal Administration Office, and the U.S. Post Office for a term of 30 days. The HHD shall also provide 30 days notice to all Homebuyers/Tenants of the proposed amendments and provide a copy of the proposed amendments to Homebuyers/Tenants upon request.
3. Requests for a waiver shall be in writing, clearly indicating the provision of the policies requesting to be waived, and shall be supported by documentation of the pertinent facts and grounds.

## **SECTION II. ADMISSION REQUIREMENTS**

### **A. ADMISSION**

Applicants for admission to the Homeownership and Rental Programs shall meet the following requirements:

1. Be income eligible in accordance with the income limits of the funding agency.
  - a) Must be/maintain employment. You will have 90 days to acquire employment.
2. For the Homeownership Program, applicants must:
  - a) Must be/maintain employment to maintain and upkeep a home;
  - b) For homebuyers under the MHOA, be able to pay a monthly payment of at least the administrative charge, described in Section IV. B of these Policies, established by the HHD Housing Board;
  - c) for homebuyers under the Lease-Purchase Agreement, except those who qualify under paragraph d below, be able to pay a monthly payment of at least the floor amount established for each unit size, calculated at 50% of the development cost of the unit (see Appendix A) plus the administrative charge defined in Section IV. B of these Policies;
  - d) For homebuyers under the Lease-Purchase Agreement who were qualified at 15% of their monthly adjusted family income prior to the adoption of these Policies, and whose payment when calculated at 15% of their monthly adjusted family income falls below the floor amount, be able to pay a monthly payment of 15% of their monthly adjusted family income until such time that the homebuyer can make the payment set forth in subparagraph c above. .
3. Be 21 years of age or older.
4. For both the Homeownership and Rental Program, the applicant must be a Hualapai tribal member. For the Rental Program, a non-tribal member may be eligible under Section III. B. 3 of these Policies.
5. Must not have debts owed to HHD or a vacated account with HHD.  
Applicants/co-applicants who owe money to HHD or has a vacated account

shall not be considered for admission until the debt(s) or vacated account is paid in full to HHD.

6. The applicant must use the unit as his/her primary place of dwelling.
7. Shall be capable and willing to comply with all requirements of the MHOA or Lease Purchase Agreement or Rental Agreement. HHD may conduct credit checks of any Applicant and co-applicant to determine whether the Applicant or co-applicant has a history of non- or late-payment of housing-related costs. Such histories shall not be used solely to disqualify an applicant from admission to affordable housing, but may be considered. An application fee may be charged to cover the cost of a credit report.
8. Must not be:
  - a) An adverse influence upon other residents; or
  - b) A source of danger to the peaceful occupancy of other residents, the premises, or property of HHD; or
  - c) Banned by tribal action from residing on the Hualapai Indian Reservation.
9. For the Homeownership Program, must not have obtained housing on the Hualapai Indian reservation under a Homeownership program or if obtained housing on a previous occasion, more than fifteen (15) years must have passed from the date of any conveyance of the home. Applicants must disclose any applications pending with other governmental housing agencies.
10. **BACKGROUND CHECKS.** Applicants *and current tenants/homebuyers* will be required to submit to the following background checks to determine further eligibility *if they are eighteen (18) years and older. A fee of \$30.00 per adult applicant will be assessed to complete the background checks:*

Rental History - Must not have any of the following:

- a. Eviction from HHD unit within the last five years due to delinquent payments or other reasons,
- b. Eviction due to repeated lease violations,
- c. Outstanding account with/from any local utility company,

- d. Leaving HHD unit and/or property in damaged condition, or
- e. Abandonment of any HHD-managed dwelling unit within the last five years.
- f. Outstanding account with HHD by any member of the household family composition.

Criminal History - The HHD will conduct a criminal background check on each adult member of an applicant and/or tenant/homebuyer household. Criminal

- a. Persons currently engaged in illegal drug activity or have drug felony offenses,
- b. Fugitive felons, parole violators and persons fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees,
- c. Rape, murder, manslaughter **AND** other felony or violent crimes,
- d. Persons convicted for producing and selling Methamphetamine on federal assisted housing property,
- e. Sex offenders who are required by law to maintain permanent/lifetime registration with a State or Federal program,
- f. Persons whom the HHD determines it has reasonable cause to believe the household member's illegal drug or alcohol abuse threatens the health, safety, welfare or interferes with the peaceful enjoyment of the premises by other residents,
- g. Persons evicted from federally assisted housing for drug-related criminal activity less than 3 years ago, unless the tenant successfully completes



a rehabilitation program approved by the HHD or the circumstances for the eviction no longer exist, and

- h. Property damages and vandalism also includes Domestic Violence. To the housing unit (broken windows, holes in walls, holes in doors, broken doors, broken appliances ETC....)
- i. Homeowner/tenant must report visiting sex offenders that arrive to their housing unit to HHD immediately.

11. An applicant who has been convicted within the past five (5) years for crimes punishable as misdemeanor offenses under the Hualapai Tribal Law and Order Code will be subject to further review by the HHD to determine their eligibility for the Programs. The HHD may take into consideration any rehabilitation, treatment or counseling program completed by the person.

**MANDATORY TENANT EDUCATION.** Each Tenant shall be required to participate in and cooperate fully with the Tenant education requirements to develop a full understanding of their financial and legal responsibilities for occupancy of an HHD unit. Failure without good cause to participate in all sessions is a lease compliance violation and will provide a basis for termination from the program.

## **B. CRIMINAL HISTORY BACKGROUND CHECKS**

- 1. Where HHD has received information that an applicant or family member listed as a household member may have been convicted of any of the offenses listed in Paragraph A. 10 of this Section, HHD may, at its discretion, obtain or ask the applicant to obtain the criminal history of the questioned applicant or family member from law enforcement agencies or other reliable source. The criminal history of household members under the age of eighteen (18) may be obtained where release of the records is authorized by tribal or state law.
- 3. HHD shall maintain such records separate from all other housing records. The criminal conviction records shall be kept under lock and key and under the custody and control of HHD's Director, his lead official, or his designee for such records. The records may only be accessed with the written permission of the above official, and may only be used for the purposes of applicant screening, lease enforcement, and judicial eviction proceedings. The content of the records may be disclosed only to a person who is an authorized officer, employee, or representative of HHD.

4. In the event of any unfavorable information regarding an applicant or family members, HHD may take into consideration the time, nature, and extent of the occurrences and reasonable probability of future favorable performance in determining further eligibility. Factors which indicate a probability of favorable future conduct or financial prospects may include:
  - a) Completion of rehabilitation treatment or counseling program or other evidence of rehabilitation;
  - b) Evidence of willingness to participate in appropriate counseling service programs;
  - c) Evidence of willingness to participate in training or employment programs in the locality.

**Note: If the HHD proposes to deny admission to an applicant or terminate a tenant/homebuyer from the Program based on the past criminal activity of a member, the HHD will provide the household an opportunity to exclude the member and obtain admission or stay in the Program.**

### **SECTION III. APPLICATION AND SELECTION**

#### **A. APPLICATION PROCEDURE**

A family wishing to apply for the Homeownership or Rental Program must submit a housing application form available at the HHD Office. A fee to cover the cost of a credit report may be charged. The applicant shall provide all information necessary for HHD to determine whether the family meets the eligibility requirements for admission. Verification of employment and income, earned and non-earned (including appropriate documentation to substantiate the determination of total family income), family composition, and present housing conditions is required. Verification documents (e.g., birth certificates, social security cards, tax returns, family profile, and verification of residence) are essential to substantiate the application and where not prohibited by applicable law, shall be made part of the record of each application along with all other documents relating to eligibility.

1. The filing of an application for any other unit managed by HHD, shall not in any way affect the family's status with regard to the Homeownership Program.
2. The application must be signed and dated by the applicant(s) with the date and time stamped and initialed by HHD staff when received.
3. An applicant who knowingly makes a material misrepresentation during the application process and discovered prior to occupancy will be disqualified from consideration. Any material misrepresentation made during the application process and discovered after occupancy will result in immediate termination of the Rental Agreement or Lease-Purchase Agreement.

#### **B. ELIGIBILITY**

1. Only Hualapai tribal members are eligible for the Homeownership Program located on Hualapai tribal lands. An applicant, who is a Hualapai tribal member with family members who are non-tribal members are considered eligible for the Program.
2. Non low-income families may receive housing assistance as set forth in Section IV. D (2) of these policies.
3. An applicant who is not a Hualapai tribal member may receive housing assistance under the Rental Program if the family's housing needs cannot be reasonably met without such assistance and HHD determines that the

presence of that family on the Hualapai reservation is essential to the well-being of Indian families. Homebuyers and Tenants residing in assisted housing on October 26, 1996, are presumed to have met the requirements of this section, absent evidence to the contrary.

### **C. VERIFICATION OF INFORMATION**

1. Verification. All statements and information provided in the application are subject to verification by HHD during admission and re-certification.
  - a. Applicants must provide a copy of their social security cards for all household members and provide proof of their statements.
  - b. As a condition of admission or continued occupancy, HHD shall require applicants/Homebuyers/Tenants and family members listed as household members 18 years of age or older to sign the Authorization for the Release of Information form. The form will be used by HHD to verify the applicant's information by any depository, private source of income, or federal, state, or local agency, to determine eligibility and monthly payments. The use or disclosure of information obtained from an Applicant, his/her family members, or from another source pursuant to this release and consent shall be limited to purposes directly connected with determining the Applicant's and his/her family's initial or continued eligibility.
  - c. Certification of the application by the applicant(s) is sufficient to verify family composition, preference eligibility and housing need.
  - d. HHD shall require third party written verification from an employer or public agency, in the review of documentation provided by the family, such as benefits, and employment or other income. Any deductions to adjusted income claimed by a family must be supported by proper proof such as receipts and affidavits.
  - e. HHD shall not accept incomplete applications. Verification records are to be reviewed and evaluated for completeness, accuracy, and conclusiveness. If the information received is not completely adequate in all respects, follow-ups or new efforts to obtain such information are to be made and carried through to conclusion. If, during the verification process it becomes evident that, for one or more reasons, an applicant is ineligible, the investigation is to be discontinued and the applicant notified of his ineligibility and the reasons therefore.

2. Income will be verified using any or all of the following:
  - a. HHD's Income Verification Form signed by the applicant authorizing the employer to release the applicant's income information;
  - b. HHD's Authorization for the Release of Information form signed by the applicant authorizing the agency to release all his/her income information;
  - c. A copy of the most current Income Tax Return or certified financial statements or summary data from books of account for self-employed persons and all persons whose earnings are irregular;
  - d. HHD's Household Expenditure Checklist;
  - e. A notarized memorandum from a pertinent source giving authoritative information concerning all amounts of income;
  - f. Copies of any and all documents that substantiate the applicant's statements, or a brief summary of the pertinent contents of such documents, signed and dated by HHD staff member who reviewed them;
  - g. Memoranda of verification data obtained by personal interview, telephone, or other means, indicating clearly the source, date reviewed, and the name of HHD staff member obtaining the information.

#### **D. PREFERENCE**

Preference in the selection of Homebuyers/Tenants for new or existing units shall be made in the following order:

1. Transfer of Homebuyers/Tenants. The re-certification of a Homebuyer/Tenant provides an opportunity to review any changes in family size that may require a transfer to a larger or smaller dwelling unit, if one is available. Families requiring transfer to meet Occupancy Standards in Section IV will receive priority of available units over new applicants.
2. Units accessible by disabled/handicapped persons. When an accessible unit becomes vacant, HHD shall, before offering the unit to a non-handicapped applicant, offer the unit:

- a. First, to a disabled/handicapped occupant of another HHD managed unit who is occupying a unit not having accessible features, or if no such occupant exists; then
  - b. Second, to an eligible applicant on the waiting list having a handicap or disability.
  - c. If the unit is offered to a non-disabled/non-handicapped applicant, HHD may require the applicant to agree (and incorporate this agreement in the Lease Agreement/Rental Agreement) to move to a non-accessible unit when one becomes available.
3. Preference Rating. Eligible applicants will be rated in accordance with the Preference Rating System set forth in Section XIII of these policies. Eligible applicants who qualify for preference under the below categories (see Preference Rating form) shall receive priority over other applicants.
- a. For the Rental Program, applicants whose family income is at 30% or lower of the U.S. median or county median income, whichever is greater?
  - b. Applicants whose head of household or co-applicant is a Hualapai tribal member.
  - c. For the Homeownership Program, applicants whose family income is between 30-80% of the U.S. median income.
  - d. Applicants who are displaced.
  - e. Applicants who are in overcrowded homes/near homelessness situations.
  - f. Applicants who are living in substandard housing.
  - g. Applicants claiming local preferences.
    - Attendees of HHD Trainings and Housing Fair
    - Applicant on wait list over 3 years
  - h. Elderly or disabled families.
  - i. Veterans

4. All claims for preference must be documented. The preference status must be re-verified prior to selection for occupancy or when a unit becomes vacant and available to confirm the applicant's qualification for the priority at the time of selection or availability of a unit.
5. If two or more eligible applicants for the same unit size have an identical priority status, the applicant filing the earlier application will be offered the first available vacancy of appropriate size. 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 list. 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 wait list.

#### **E. NOTIFICATION TO APPLICANTS**

1. Each applicant shall be interviewed either in person or by telephone and given written notice of their eligibility within thirty (30) days of the determination.
2. Eligible Applicants.
  - a. Each applicant determined to be eligible will be notified in writing by HHD. The notice shall include the following information:
    - (1) A statement that the family has been determined eligible for the Homeownership or Rental Program.
    - (2) If a dwelling unit is available for the family:
      - (a) Information that a unit is available, identifying the location, project number, and unit number;
      - (b) The number of bedrooms the unit has;
      - (c) The approximate date of availability of the unit;
      - (d) A statement that the applicant will be required to sign a Homeownership Lease or Rental Agreement prior to occupancy, which will describe the family's duties and responsibilities;

- (e) A statement that the notice is not a contract and does not mean that HHD is legally obligated to provide housing to the applicant; and
      - (f) A statement that the family will be required to attend Homebuyer/Tenant Education sessions.
    - (3) If a dwelling unit is not available for the family, a statement that the applicant will be placed on a waiting list and notified when a unit becomes available.
  - b. HHD shall maintain records of eligible applicants.
3. Ineligible Applicants.
- a. Each applicant determined to be ineligible will be notified in writing by HHD. The notice shall state the following information:
    - (1) The reason(s) for the applicant's ineligibility; and
    - (2) That the applicant may request an informal meeting with the HHD staff that sent the notice, or his/her designee, within ten (10) days from the date of the notice.
  - b. Ineligible applicants shall be given an opportunity at the informal meeting to:
    - (1) Respond to HHD's reasons for determining his/her ineligibility, and
    - (2) Provide any other evidence of his/her eligibility, including any evidence that may overcome any unfavorable information in his/her application.
  - c. Upon review of all information presented at the meeting, the HHD staff shall make a determination, approved by the Director, on whether or not the applicant is now eligible, document the basis for the determination, and inform the applicant of his/her determination within five (5) days of the meeting.
  - d. Applications declared ineligible shall be kept in HHD's inactive file for one (1) year from the date of application.

## **F. WAITING LIST**



HHD shall maintain Homeownership and Rental waiting lists of families who have been determined eligible for the Homeownership or Rental Program. Eligible applicants will be placed on either or both the waiting lists according to: 1) preference rating; and 2) time and date of the initial application.

1. HHD shall update the waiting lists on a continuing basis. Applicants are responsible for updating their applications at least on an annual basis to reaffirm their eligibility and interest for housing. Applicants will be notified of this obligation at the time of application.
2. HHD's waiting lists shall remain open for new applicants. However, the date of application, as well as preference points in section XIII, will determine placement on the appropriate waiting list. Deadlines will be set for submission of applications for a particular housing development.
3. Applicants who fail to update their application within twelve (12) months of their application or last update will lose their place on the waiting list and their application will be removed for lack of interest, except where such failure is a result of excusable neglect. Upon re-application, they shall be considered new applicants.
4. Any applicant on a waiting list who wishes to be removed from the waiting list shall provide notice to HHD. Upon receiving notice, HHD will document the notice and send a letter to the applicant informing him/her of his/her removal from the waiting list.

#### **G. SELECTION OF HOMEBUYERS AND TENANTS**

1. HHD shall select prospective Homebuyers from the waiting lists, according to the preference criteria set forth in this Section of the Policies.
2. Selection for Rental units will be as vacancies occur.
3. Eligible applicants will be selected for a unit that meets the needs of their family size according to the occupancy standards in Section IV of these Policies.
4. HHD may deny selection in the Homeownership Program if the family's gross income changes after the initial determination of eligibility, resulting in ineligibility for the Homeownership Program. If the family's income decreases to a point where they become ineligible for the Homeownership Program, HHD

shall counsel the family on other housing resources available, i.e., the Rental Program.

5. If the family's income increases to a point where they become ineligible for either the Homeownership or Rental Program due to no longer being low-income, HHD may still admit the family under the following conditions:
  - a. HHD makes a determination that the family requires housing which cannot otherwise be met without HHD assistance; and
  - b. The income of the family does not exceed 100% of the median income (see Section IV. D.), or the income of the family exceeds 100% and HHD has requested HUD approval, which has not been denied within sixty (60) days of the request; and
  - c. Selection of the family does not result in the development having more than 10% of its units occupied by families whose income falls over 80% of the median income; or selection of the family would cause HHD to exceed the 10% limit and HUD approval is obtained.
6. If an eligible applicant is employed by HHD or serves as a Housing Board member or has a contract with HHD, or is involved in the selection of applicants, or is an immediate family member of any of the above; HHD shall, prior to selecting the applicant, do the following:
  - a. determine that there is no conflict of interest under any applicable tribal law;
  - b. publicly disclose, by publication, posting or otherwise, the type of assistance the applicant will receive and the specific basis for selection of the applicant (publication is sufficient if posted for ten working days or published at least once in a newspaper or tribal newsletter);
  - c. provide HUD with a copy of the disclosure prior to the applicant occupying the home; and
  - d. retain the determination, disclosure and notice to HUD in the applicant file.

## **H. PRE-OCCUPANCY REQUIREMENTS**

1. Homeownership Program

- a. Upon acceptance of the home by HHD from the contractor, HHD shall determine whether the Homebuyer has met all requirements for occupancy and fulfilled mandatory Homebuyer counseling requirements. If so, the Homebuyer shall be notified in writing that the home is available for occupancy as of the date specified in the notice ("Date of Occupancy").
- b. If HHD determines that the Homebuyer has not fully met any of the conditions for occupancy, the Homebuyer shall be so notified in writing.

The Notice shall:

- 1) Specify the conditions that have not been met by the Homebuyer; and
  - 2) Specify the date by which all requirements must be satisfied; and
  - 3) Advise the Homebuyer that the Lease may be terminated and a substitute Homebuyer may be selected for the unit if the requirements are not satisfied within the specified time.
- c. Final Occupancy Interview. HHD staff will conduct a Final Occupancy Interview with the applicant prior to occupancy of the home. At that time the Homebuyer shall complete and sign an updated application and supply current income and other necessary data for determination of the required monthly payment. At the Final Occupancy Interview, HHD shall review with the selected applicant, the applicant's responsibilities as a Homebuyer.
  - d. Homebuyer Education Program. Each Homebuyer shall be required to participate in and cooperate fully in all pre-occupancy and post occupancy Homebuyer education counseling programs scheduled by HHD. Failure without good cause to participate in all sessions shall constitute a basis for disqualification from the program.
  - e. Execution of Homeownership Lease Agreement. The Homebuyer shall execute a Homeownership Lease Agreement before occupancy. The Agreement shall be signed by the Head of Household and co-applicant. A co-applicant who is not a Hualapai tribal member shall not sign the Homeownership Lease Agreement. The Director or his/her designee shall sign the Agreement on behalf of HHD. One copy shall be given to the Homebuyer, and the original shall remain in the Homebuyer file.
  - f. Occupancy by non-tribal members. Prior to occupancy, HHD shall inform the Homebuyer that occupancy of the home by non-tribal members of the Homebuyer's household is subject to the consent and laws of the Hualapai

Tribe, including the right of the Hualapai Tribe to exclude non-tribal members from its lands. The consent by the Hualapai Tribe of non-tribal members to reside on Hualapai Indian lands is subject to revocation at any time.

- g. **Successor Requirements.** HHD shall inform the Homebuyer that he/she may not name a non-tribal member as a successor to the Homeownership Lease Agreement, nor shall a non-tribal member succeed to the rights of the Homebuyer. Any equitable rights a non-tribal member may have related to the home may be exercised only against the Homebuyer and not against the Hualapai Tribe or HHD.
- h. **Pre-Occupancy Move-In Inspection.** HHD and the selected Homebuyer shall jointly conduct a formal move-in inspection of the unit immediately before occupancy. The inspection shall involve an inspection of the entire unit, including all appliances and mechanical equipment. The Homebuyer shall sign a copy of the inspection upon completion either concurring with the inspection or stating objections, if any. If the Homebuyer makes a statement of objections and notes deficiencies, HHD shall prepare a corrective action plan within five (5) days.

## 2. Rental Program

- a. Upon a vacancy, the applicant on top of the Rental Program waiting list shall be notified in writing that the home is available for occupancy as of the date specified in the notice ("Date of Occupancy").
- b. **Final Occupancy Interview.** HHD staff will conduct a Final Occupancy Interview with the applicant prior to occupancy of the home. At that time the applicant shall supply current income and other necessary data for determination of the required monthly payment. At the Final Occupancy Interview, HHD shall review with the selected applicant, the applicant's responsibilities as a Tenant.
- c. **Tenant Education Program.** Each Tenant shall be required to participate in and cooperate fully in any pre-occupancy and post occupancy Tenant education counseling programs scheduled by HHD. Failure without good cause to participate in all sessions shall constitute a basis for disqualification from the program.

- d. Execution of Rental Agreement. The Tenant shall execute a Rental Agreement before occupancy. The Agreement shall be signed by the Head of Household and co-applicant. The Director or his/her designee shall sign the Agreement on behalf of HHD. One copy shall be given to the Tenant, and the original shall remain in the Tenant file.
- e. Occupancy by non-tribal members. Prior to occupancy, HHD shall inform the Tenant that occupancy of the home by non-tribal members of the Tenant's household is subject to the consent and laws of the Hualapai Tribe, including the right of the Hualapai Tribe to exclude non-tribal members from its lands. The consent by the Hualapai Tribe of non-tribal members to reside on Hualapai Indian lands is subject to revocation at any time.
- f. Pre-Occupancy Move-In Inspection. HHD and the selected Tenant shall jointly conduct a formal move-in inspection of the unit immediately before occupancy. The inspection shall involve an inspection of the entire unit, including all appliances and mechanical equipment. The Tenant shall sign a copy of the inspection upon completion either concurring with the inspection or stating objections, if any. If the Tenant makes a statement of objections, HHD shall prepare a corrective action plan within five (5) days.

## SECTION IV.OCCUPANCY REQUIREMENTS

### A. OCCUPANCY STANDARDS

1. The homeownership or rental unit shall be occupied only by the applicant and his/her family members as identified in the application.
2. To avoid overcrowding and to ensure full utilization of the units, dwelling units will be assigned in accordance with the occupancy standards set forth below:

#### a. Homeownership Program

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
2	1	4
3	3	6
4	4	8
5	5	10

#### b. Rental Program

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
2	1	4
3	3	6
4	4	8
5	5	10

3. Four and five-bedroom units constructed after the enactment of these Policies shall have a minimum of two bathrooms if at least six persons will occupy the unit.
4. Where a family exceeds the maximum number of persons, the family shall be provided with the most appropriately sized unit to accommodate the family.
5. In determining the number of bedrooms required, HHD shall give consideration to the sex and age of family members, and to their physical and mental health. In addition, exceptions from the above standards may be made for the following situations:

- a. Families with children of the opposite sex will receive a unit with sufficient bedrooms to allow for separate bedrooms for children of the opposite sex, except when children of the opposite sex are under the age of 6 years old.
- b. A single parent will receive a unit with a bedroom for the parent separate from the bedrooms for the children. An infant (child under the age of 12 months) may share a bedroom with a parent(s).
- c. If a vacancy exists in a unit with more bedrooms than a family requires, and there is no other family eligible for the unit size, the family may occupy the unit even if the number of bedrooms in the unit is more than the family requires.
- d. When the family expects a decrease in the household composition within the period of occupancy.

## **B. CALCULATION OF RENT/MONTHLY PAYMENT**

- 1. Monthly rent/payments shall be calculated as follows using the family's annual income:
  - a. Homebuyers under a MHOA: Fifteen percent (15%) of the monthly adjusted family income, but at least the administrative charge.
  - b. Homebuyers under a Lease Purchase Agreement: Twenty (20%) of the monthly adjusted family income.
    - i. The monthly payment of Homebuyers, who were pre-qualified for the Homeownership Program at 20% of their monthly adjusted family income prior to adoption of these Policies, shall be 20% of their monthly adjusted family income, until such point in time that the family is able to make a payment set forth in this subparagraph b above.
  - c. Tenants under a Rental Lease: Fifteen percent (15%) of the monthly adjusted family.

**\*\* Rent/monthly payments of minimum \$300.00 maximum \$350.00  
Rent/monthly payments for over income households \$500.00 this will  
include fair market rent for Mohave county.**

- d. Rent/monthly payments for above-income families participating in the Homeownership and Rental Programs, who were low income at the time of initial occupancy, will be calculated using the following formula:

- i. No more than Sixty-five percent (65%) of the current fair market rent using HUD fair market guidelines for two (2), three (3), four (4) and five (5) bedroom sizes. (See attached HUD Fair Market Rents – Mohave County)
- i. If HHD determines and documents that the presence of a non-low-income family is essential to the well-being of the families in the area, the monthly payment of the family may be calculated the same as for low-income families.

## 2. Annual Income

- a. All verified family income and other information provided by the selected family shall be used to determine the annual income. Annual Income and exclusions from income are defined in Section XIV.
- b. Annual income is the anticipated gross income from all sources received by all family members 18 years of age and older, including benefits received by parents or legal guardians on behalf of minor children, such as child support, TANF payments, and social security benefits, for the 12 month period following the effective date of initial determination or re-certification, excluding income that is temporary, non-recurring or sporadic. Such income shall be included even if the family member is temporarily absent, and even though part of the income may not be available to the household.
- c. Annual income from full-time employment is obtained by multiplying:
  - 1) Hourly wages by 2,080 hours;
  - 2) Weekly wages by 52;
  - 3) Bi-weekly amounts by 26;
  - 4) Semi-monthly amounts by 24; or
  - 5) Monthly amounts by 12.
- d. Annual Income from other than full-time employment is obtained by multiplying:
  - 1) Hourly wages by the number of hours the family expects to work annually; or



- 2) Average weekly amounts by the number of weeks the family expects to work; or
  - 3) Other periodic amounts (monthly, bi-weekly, etc.) by the number of periods the family expects to work.
- e. If the source of income will not continue for the full 12 months of a year, the annual amount shall still be calculated as if it were to be received for the entire year. For instance, if a family will receive 36 weeks of unemployment at \$100.00 per week, multiply \$100.00 by 52 weeks to arrive at an Annual Family Income. When the income source ends, the family should request an interim adjustment of their monthly payment.
3. Annual Adjusted Income. The Annual Adjusted income of a family, as defined in Section XIV, shall be used to determine the monthly payment.
- a. Annual Adjusted Income is Annual Income minus the exclusions in Section XIV.
  - b. Adjusted Monthly Income shall be derived by dividing the Adjusted Annual Income by 12.
4. Administrative Charge. Homebuyers under a MHOA must be able to pay at least the monthly administrative charge, used by HHD to cover insurance on the home and other administrative expenses of managing the home. The administrative charge differs for each program and covers the costs of insurance on the unit and other administrative costs. HHD may increase the administrative charge consistent with the increased costs of inflation or an increase in administrative expenses, upon Board approval. Homebuyers shall be notified of any proposed change to the administrative charge thirty (30) days prior to its effective date.
5. Accounting of monthly payments/rents. For MHOA units, monthly payments exceeding the administrative charge shall be credited to the Homebuyer's MEPA.
6. Adjustments to the Monthly Payments/Rents. HHD may increase or decrease the amount of the monthly payment/rent in accordance with HUD regulations to reflect changes in adjusted income (pursuant to a re-certification by HHD) or an adjustment in the administrative charge.

### **C. MONTHLY PAYMENT/RENT INCREASES**

HHD may increase or decrease its standard monthly payments/rents, including the administrative charge. HHD shall notify Homebuyers/Tenants of such proposed monthly payments/rents increases or decreases by posting the Notice in the HHD office and mailing or delivering copies to all Homebuyers/Tenants affected by the standard monthly payments/rents increase or decrease. The Notice shall provide Homebuyers/Tenants a comment period of twenty (20) days. Standard Monthly payments/rents increases or decreases will become effective thirty (30) days from the date of Board approval of the increase or decrease. This provision does not apply to the adjustment of monthly payments/rents as a result of a change in family composition or family income.

### **D. INCOME LIMITS**

1. The HUD income limits will apply to determine income eligibility for the Homeownership and Rental Programs. These rates are subject to adjustment annually according to HUD guidelines.
2. Families whose income exceeds the above income guidelines may be allowed into the Homeownership or Rental Program if HHD determines that the family has a housing need which cannot reasonably be met without such assistance. This determination must be documented. HUD approval is required prior to admitting a non-low-income family if: a) the family's income is over 100% of the median income, or b) selection of the family would cause HHD to have over 10% of non-low-income families in the particular project. HUD approval is deemed obtained if HUD does not respond to HHD's request for approval within sixty (60) days of HHD's request.

### **E. RECERTIFICATION OF HOMEBUYER/TENANT ELIGIBILITY AND FAMILY INCOME**

#### **1. PURPOSE OF RECERTIFICATION.**

To assure that Homebuyers and Tenants continue to meet occupancy requirements, and to assure that monthly payments in the Program are consistent with federal requirements and this Policy, HHD shall periodically re-examine the eligibility and family income status of each Homebuyer/Tenant to: 1) determine eligibility for continued occupancy; and 2) calculate monthly payments consistent with federal requirements and this Policy.

- a. A family, whose income increases after execution of their Lease Agreement/Rental Agreement such that they would no longer be low-income, will remain eligible for the Program.
- b. A family whose gross family income is less than the minimum income requirement for eligibility, may continue occupancy of the unit, provided the family is able to meet all terms of the Agreement, including making the monthly payments, payment of all utility costs, and providing maintenance to the home.
- c. All information provided by Homebuyers/Tenants is subject to verification by HHD.

## 2. ANNUAL RECERTIFICATIONS.

The monthly payment shall be re-determined annually at a re-certification interview in accordance with an established re-certification schedule. Any monthly payment adjustment shall become effective thirty (30) days from the date of re-certification. The first re-certification of new Homebuyers/Tenants shall not be extended more than twelve (12) months from the date of admission.

## 3. INTERIM RECERTIFICATIONS

- a. Homebuyers/Tenants shall report all changes in income and/or family composition to HHD within thirty (30) days of the change. Changes in family composition are changes affecting the family status, including loss of a family member by relocation, death, separation or divorce, or the addition of a family member.
- b. If HHD determines that the family income has decreased, or increased by 30% or more from the last reported re-recertification, HHD will perform an interim recertification and make an appropriate adjustment.
- c. If a change in family composition or Annual Family Income will result in decreased monthly payments, the decrease in monthly rents/payments will be effective on the first day of the month following the month the report of the change in circumstances was made to the HHD.
- d. If a change in family composition or Annual Family Income will result in increased monthly payments, the increase in monthly rents/payments will

be effective on the first day of the second month following the month in which the change in circumstances occurred.

- e. An increase in a family's income resulting from an increase in payments made to all participants of a federal program, such as welfare assistance programs, Social Security Administration, or a Federal income supplement program, will not result in a change in rent until the next scheduled annual recertification of family income.
- f. If it is determined that the Homebuyer/Tenant has misrepresented to HHD the facts upon which his/her monthly payment/rent is based and the Homebuyer/Tenant should have paid a higher payment, the Homebuyer/Tenant will be back charged the proper payment for the period that the misinformation was used.
- g. If the Homebuyer/Tenant fails to come in for a scheduled re-certification, any increase in payments may be retroactive to the re-certification date.

#### 4. REQUIRED FORMS FOR RECERTIFICATION:

The Homebuyer/Tenant shall complete and sign the following forms:

- a. Application for Continued Occupancy or Recertification;
  - b. Income, Salary and/or Grant Verification;
  - c. Authorization for Release of Information;
  - d. Any other forms required by the HHD.
5. Homebuyers/Tenants will be notified by HHD in writing of any payment adjustment, within thirty (30) days of the adjustment. The notice will state the effective date of the adjustment.

#### **F. OCCUPANCY BY NON-TRIBAL MEMBERS**

- 1. Occupancy of the homeownership or rental unit by non-tribal members of the Homebuyer's or Tenant's household is subject to the laws of the Hualapai Tribe, including the right of the Hualapai Tribe to exclude non-tribal members from its lands. The consent by the Hualapai Tribe of non-tribal members to reside on Hualapai Indian lands is subject to revocation at any time.

2. Non-tribal members who are family members of a Homebuyer or Tenant may remain in the home in the event the tribal member is no longer in the home due to death or divorce, if there are other family members of the Homebuyer's or Tenant's household remaining in the home who are tribal members.

## **SECTION V. HOMEOWNERSHIP PROGRAM**

### **A. HOMEOWNERSHIP LEASE AGREEMENT**

The Homeownership Lease Agreements (the MHOA or the Lease-Purchase Agreement) are contracts between HHD and the Homebuyer. The Lease Agreements describe the rights and responsibilities of HHD and the Homebuyer.

### **B. WARRANTIES**

1. HHD shall furnish the Homebuyer with a list of applicable contractors', manufacturers' and suppliers' warranties indicating the items covered and the period of the warranties.
2. Warranty Inspection. HHD and each Homebuyer shall jointly inspect each unit on a quarterly basis during the warranty period to ensure that the housing units contain no latent defects which will become HHD's or Homebuyer's responsibility after expiration of the warranty period. A copy of the written inspection results shall be provided to the Homebuyer after each inspection. HHD shall develop an Action Plan with the contractor(s) to address any warranty items during the warranty period. The Action Plan shall identify the time period within which the item will be addressed and the method of follow-up by HHD.

### **C. MAINTENANCE AND UTILITIES**

In accordance with the Lease Agreements, each Homebuyer must meet the following obligations, which are more fully described in the Agreement:

1. Maintenance of the Home.
  - a. Each Homebuyer shall be responsible for all routine and non-routine maintenance and care of his/her home, including all repairs and replacements resulting from any cause, excluding repairs and replacements covered by insurance and warranties. HHD shall not be obligated to pay for or to provide any maintenance to the home other than the correction of warranty items reported during the warranty periods or insurance repairs. Homebuyer maintenance shall be monitored by HHD through inspections conducted annually, or every three years if the homebuyer is in full compliance with their lease agreement.

- b. Homebuyer Non-compliance. Failure by the Homebuyer to perform the maintenance obligations constitutes a breach of the Lease. If HHD becomes aware during inspections performed in accordance with this Policy that the Homebuyer is in noncompliance with the maintenance obligation provisions, HHD shall notify the Homebuyer within ten (10) working days of the inspection to remedy the noncompliance through a Plan of Action which shall include assurances of future performance of the Homebuyer's obligations under the Lease. The Plan of Action shall identify any items that are warranty items and the time within which HHD will address those items.
    - (1) The Plan of Action shall require the Homebuyer to complete the maintenance work that is the responsibility of the Homebuyer within thirty (30) days. Upon failure by the Homebuyer to perform the work within the required time, HHD upon a determination that the condition of the property creates a hazard to the life, health or safety of the occupants, shall, upon prior approval by the Director, perform the maintenance and charge the Homebuyer as follows:
      - a) If the Homebuyer has signed a MHOA, the Homebuyer's MEPA? will be charged for the work. The Homebuyer will be required to replenish this Account with a signed payback agreement. The Lease shall be terminated in accordance with the termination procedures found in these Policies if the Homebuyer fails to comply with the Plan of Action or fails to replenish the MEPA,
      - b) If the Homebuyer has signed a LPA, the Homebuyer will be charged for the work. The Homebuyer will be required to repay the HHD with a signed payback agreement. The Lease shall be terminated in accordance with the termination procedures found in these Policies if the Homebuyer fails to comply with the Plan of Action or fails to repay HHD.
    - (2) Any maintenance work performed by HHD shall be accounted for by a work order and a summary of costs for the work, which shall include an itemized list of man-hours, materials, supplies, and contracts. The Homebuyer shall receive a copy of all work orders and associated costs.
2. Utility Payments. Each Homebuyer shall pay for the cost of his/her own utilities to the home and maintain such utilities, including payment of any deposits. The

Homebuyer shall avoid disconnection of his/her utilities. Disconnection of utilities may be grounds to terminate the Lease Agreement.

**D. ASSIGNMENT OF HOME**

1. No Homebuyer shall voluntarily transfer his/her unit to another person unless the Homebuyer has completed all obligations under the Lease-Purchase Agreement and has received title to the home.
2. Any transfer of a home to another person in violation of these Policies or Agreements or without obtaining the permission of HHD is void and will be grounds for the immediate termination of the Lease-Purchase Agreement and eviction of the person(s) to whom the unit is transferred. Any occupancy of a unit operated and managed by HHD without its permission constitutes an act of criminal trespass.
3. Any Homebuyer who has paid above 50% of the purchase price of the home, or who has continuously occupied the home for over ten (10) years may assign his/her interest in the home to an immediate family member who is eligible for the Homeownership Program and is a Hualapai tribal member, including a minor child. Such assignment shall be only for extenuating circumstances, such as medical, education, employment, and relocation purposes. If assignment is to a minor child, such assignment shall be to a legal guardian or other responsible adult in trust for the benefit of the minor child. All accounts and reserves shall remain with the home.

**E. SUCCESSION OF HOMEOWNERSHIP AGREEMENT**

1. Each Homebuyer shall designate a successor of the Homeownership unit, to succeed to the rights and responsibilities under the Lease in the event of death or mental incapacity of the original Homebuyers. The successor shall be named at the time the Lease is executed. This designation may be changed in writing by the Homebuyer at any time upon notice to HHD. A successor must:
  - a. be an immediate family member and a Hualapai tribal member;
  - b. make the home his or her principal residence;
  - c. satisfy HHD's program eligibility criteria at the time of succession;
  - d. be able and willing to pay the administrative charge, if applicable; and



- e. execute an assumption agreement of the Homebuyer's obligations under the Agreement.
- 2. If there is no such designation of a successor or the designee is not a family member or does not meet the eligibility requirements for homeownership, HHD may consider, as the Homebuyer, any other family member who meets the eligibility requirements for homeownership.
- 3. Where there are minor children of the Homebuyer in the home, and an adult who has been appointed legal guardian of the children by a court is able and willing to perform the obligations of the Agreement in the minor children's interest and on their behalf, then in order to protect continued occupancy for ownership of the home by the children, HHD may approve the guardian(s) as occupants of the home until the children have reached the age of eighteen (18) and are eligible to execute a Lease Agreement, with a duty to fulfill the Homebuyer obligations under the Agreement. The income of the guardian(s) shall be included in determining the required monthly payment. The guardian shall execute an amendment to the Agreement providing for termination of the Agreement upon the oldest child reaching the age of majority.
- 4. Termination in absence of qualified successor. If there is no successor who meets the above requirements of this section, HHD shall terminate the Agreement and select the next person on the waiting list to occupy the unit under a new Agreement.

#### **F. SUBLEASING OF HOME**

- 1. Upon written prior approval from the Director, a Homebuyer may sublease the home to a Hualapai tribal member during a temporary absence for reasons of employment, education, medical treatment, traditional/cultural practices, or temporary military duty. The term of the sublease shall not exceed one year except upon Board approval. The total of all subleases on the home shall not exceed seven (7) years. A sublease resulting in the unit being subleased beyond seven (7) years shall be subject to the approval of HHD Board of Commissioners, upon good cause shown. A Homebuyer with a delinquency may not sublease his/her home until the delinquency is paid.
- 2. HHD Approval Required. A sublease between the Homebuyer and a sublessee shall require written approval by the Director. HHD shall not be a party to the Sublease Agreement.

- a. During the term of the sublease, the Homebuyer shall remain obligated to comply with all terms of the Lease (with the exception of occupancy of the unit), including making monthly payments and providing for maintenance
  - b. The required monthly payment will continue to be computed for the Homebuyer (using the income and family composition of the Homebuyer) in accordance with the requirements of the Lease even though the Homebuyer is not residing in the unit.
  - c. HHD's approval of a sublease waives the Homebuyer's obligation to reside in the unit for the specified time period; however, it does not waive any other provisions of the Lease.
  - d. The entire home shall be subleased. The home shall not be partially subleased.
3. Termination of Sublease. HHD has the authority to terminate the Homebuyer's Lease Agreement if the Homebuyer is not in compliance with its terms while the unit is subleased. This includes the requirements to maintain the home, make monthly payments, and not resuming occupancy as the Homebuyer's primary residence. The termination shall be in accordance with the terms of the Lease Agreement and these policies.

## **G. HOMEBUYER RESERVES AND ACCOUNTS**

1. The Homebuyer shall have no right to receive or use the funds in any reserves or accounts except as provided in the Lease or in this Section, and the Homebuyer shall not, without the approval of HHD, assign, mortgage or pledge any rights in the Lease or in any reserve or account.
2. MHOA Only (This subsection applies only to Homebuyers who have executed a MHOA).
  - a. Refundable and Non-refundable Reserves
    - (1) HHD shall maintain separate Refundable and Non-refundable reserves for each Homebuyer, effective on the date of occupancy.
    - i) Non-Refundable Mutual Help Reserve – The Non-refundable Mutual Help Reserve represents a Homebuyer's interest in funds that may be used to purchase the home at the option of the Homebuyer. HHD shall credit this account with the amount of the

Homebuyer's share of any credit for land contributed to the project and a terminated Homebuyer's share of any credit for non-land contributions.

- ii) Refundable Mutual Help Reserve. The Refundable Mutual Help Reserve represents a Homebuyer's interest in funds that may be used to purchase the home at the option of the Homebuyer. HHD shall credit this account with the amount of the Homebuyer's cash Mutual Help contribution or the value of the Homebuyer's labor, material or equipment contribution.

b. Equity Account - Monthly Equity Payment Account ("MEPA")

- (1) HHD shall maintain a separate MEPA for each Homebuyer. HHD shall credit this account with the amount by which each monthly payment exceeds the administrative charge.
- (2) Use of MEPA Accounts. The Homebuyer may make a request to HHD to borrow funds from his/her MEPA account for purposes allowed in this Policy. Approval to borrow MEPA funds will be made by the Director upon proper documentation and justification. The Homebuyer must be in compliance with the terms of the MHOA prior to using any funds in the MEPA account. MEPA funds shall not be used for luxury items as defined in the MEPA Use Policy. The MEPA Account may be used for the following:
  - i) Betterments and Additions. The amount of the funds that can be borrowed by the Homebuyer shall be the lower cost of at least two (2) price quotes for a betterment or addition to the unit unless otherwise justified by the Homebuyer. In no instance shall the amount exceed the funds in the Homebuyer's MEPA account. HHD shall require the Homebuyer to replenish the loan within a two (2) year period from the date of the loan. A repayment agreement between the Homebuyer and HHD will be executed upon receipt of the MEPA loan.
  - ii) Maintenance and Utilities. If the Homebuyer fails to provide required maintenance or utilities to the home and such failure creates a hazard to the life, health, or safety of the occupants or if there is a risk of damage to the property if the condition is not corrected, HHD shall, upon notice to the Homebuyer, perform the

required maintenance or pay for the utilities. Upon the Homebuyer's failure to reimburse HHD, HHD shall deduct such funds from the Homebuyer's MEPA account, if there are funds in the MEPA. The Homebuyer will be required to reimburse the account. Any accounts used for maintenance and utilities shall be replenished by the Homebuyer within one (1) year. If there are no funds in the MEPA, the Homebuyer shall be required to enter into a payback agreement with the HHD to reimburse HHD. Failure to enter into a payback agreement or to reimburse HHD shall constitute a violation of the MHOA.

- c. Disposition of Reserves and Accounts. HHD shall dispose of all reserves and accounts in accordance with the MHOA. In cases of termination or transfer of a Homebuyer by HHD, HHD and the Homebuyer, if available, shall conduct a move-out inspection of the home to determine the cost, if any, required to place the home in a condition for occupancy by a subsequent Homebuyer. Any cost needed to place the home in a satisfactory condition shall be charged to the Homebuyer's accounts in accordance with the MHOA and these Policies.

## **H. ANNUAL STATEMENTS TO HOMEBUYER**

HHD shall provide each Homebuyer an annual statement indicating the remaining purchase balance on the home.

## **I. PURCHASE OF HOME**

### **1. Purchase Price**

The Homeownership Program provides the family an opportunity to purchase a home under a lease with an option to purchase. HHD shall furnish to the Homebuyer a statement of the initial purchase price of the home, which shall be equal to the development cost of the home up to five feet from the home. If the homebuyer makes all required monthly payments for the term of the Lease Agreement, the purchase price of the home will be considered paid.

The Homebuyer may exercise his or her option to purchase the home at any time prior to the full term of the Agreement by obtaining financing from an outside source, to cover the remaining purchase price.

## 2. Purchase Price for Subsequent Homebuyers

The purchase price of the home for subsequent homebuyer will be determined by HHD based at either the appraised value of the home, the remaining purchase price of the home and the additional cost to renovate the home, or the current replacement cost of the home; whichever method will allow the HHD to recoup as much of the original purchase price as possible.

## 3. Purchase Price Schedule for MHOA

Under the MHOA, the purchase price of the home is amortized over a period of twenty five (25) years, in accordance with a purchase price schedule. HHD shall furnish the Homebuyer with a purchase price schedule that will apply, based on amortizing the balance (purchase price less any down payments and contributions) over a 25 year period at an interest rate determined by HHD. HHD may choose to forego charging interest and calculate the payment with an interest rate of zero.

## 4. Purchase Price Schedule for Lease-Purchase Agreement

Under the Lease-Purchase Agreement, the purchase price of the home is paid over a thirty year period. HHD shall furnish the Homebuyer with a purchase price schedule that will apply, based on the calculated monthly payments minus the administrative charge over a 30 year period at an interest rate determined by HHD. HHD may choose to forego charging interest and calculate the payment with an interest rate of zero.

## 5. Conveyance of Home

### a. MHOA

- 1) In accordance with the Agreement, HHD shall convey title of the home to the Homebuyer when the balance of the purchase price can be covered from the amount in the equity reserve accounts, or when the Homebuyer wishes to make a lump sum payment of the remaining principal balance of the home.
- 2) When a Homebuyer's reserve balances equal the outstanding indebtedness on the home, HHD may continue charging a reduced administrative charge to cover minimum administrative expenses, including insurance premiums. The reduced charge will continue up to

the month in which conveyance occurs. After conveyance, insurance becomes the responsibility of the Homeowner.

- b. Lease Purchase Agreement - In accordance with the Lease-Purchase Agreement, HHD shall convey title of the home to the Homebuyer when the balance of the purchase price has been paid or when the Homebuyer has made the required monthly payments for a 30 year term.
  - c. A home shall not be conveyed until the Homebuyer is current in his or her obligations under the Agreement, including the payment of all accounts receivables. On the conveyance date, the Homebuyer shall receive the documents necessary to convey to the Homebuyer HHD's right, title and interest in the home and lot, subject to any applicable restrictions or covenants as expressed in such documents.
  - d. HHD use of purchase price payments. After conveyance, all Homebuyer funds held or received by HHD from the sale of a unit in a project financed with HUD funds shall be held separate from other funds.
6. Applicable Laws Upon Conveyance

When a home has been conveyed to the Homebuyer, the home shall remain subject to all applicable laws and any rules or restrictive covenants enacted by the Hualapai Tribe and resident organizations for the safety of the residents.

## **SECTION VI. RENTAL PROGRAM**

### **A. RENTAL LEASE**

The Rental Lease is a contract entered between HHD and selected Tenant. The Rental Lease describes the rights and responsibilities of HHD and the Tenant. The Tenant shall execute a Rental Lease before occupancy.

1. **TRANSFER OF TENANT.** If a Tenant family transfers to a different HHD dwelling unit, the existing Rental Lease shall be terminated and a new Rental Lease shall be executed by the Head of Household and co-applicant, if applicable, for the new unit.

### **B. SECURITY DEPOSIT**

1. Upon initial occupancy, each Tenant shall pay two hundred dollars (\$200.00) to HHD as a security deposit and \$10.00 for a key deposit, for a total of \$210.00.
2. HHD may use all or part of the security deposit at the termination of the Lease, to reimburse HHD for unpaid rent, and costs to repair any intentional or negligent damages to the premises. Any portion of the security deposit remaining after such deductions will be refunded to the Tenant.
3. In the case of mandatory or request to transfer from one unit to another, the initial security deposit will roll over to the new unit unless the HHD determines use of all or part of the security deposit at the time of transfer will reimburse HHD for unpaid rent, and/or costs to repair any intentional or negligent damages to the premises. If the initial security deposit is used, an additional security deposit of two hundred dollars (\$200.00) will be needed for the new unit.

### **C. DEATH OR MENTAL INCAPACITY OF TENANT(S)**

In the event of the death or mental incapacity of the Tenant who signed the Rental Lease, another Rental Lease must be executed by a person authorized to execute the new Rental Lease, which shall include adult(s) currently listed as household members, or a legal guardian of the children, if any. The person must meet the Admission Eligibility Requirements.

#### **D. CARE FOR THE UNIT AND UTILITIES**

In accordance with the Rental Lease, each Tenant must meet the following obligations, which are more fully described in the Lease:

1. Care for the Home.
  - a. Each Tenant shall be responsible for care of his/her home, including paying for all repairs and replacements resulting from damage created by Tenant, any member of his/her household or guest, excluding repairs and replacements covered by insurance. Tenant care of the home shall be monitored by HHD through inspections conducted as set forth in Section VII. C. of these policies.
  - b. Tenant Non-compliance. Failure by the Tenant to properly care for the home constitutes a breach of the Rental Lease. If HHD becomes aware during inspections performed in accordance with this Policy that the Tenant is in noncompliance with the above provisions, HHD shall notify the Tenant within ten (10) days of the inspection of the noncompliance and perform the maintenance or other work and charge the Tenant. The Rental Lease shall be terminated if the Tenant fails to pay HHD for the maintenance work.
  - c. Any work performed by HHD shall be accounted for by a work order and a summary of costs for the work, which shall include an itemized list of man-hours, materials, supplies, and contracts. The Tenant shall receive a copy of all work orders and associated costs.
2. Utility Payments. Each Tenant shall pay for the cost of his/her own utilities to the home and maintain such utilities, including payment of any deposits. Payment of the utilities will be made as follows:
  - a. Tenant Responsibility: Gas and electricity services should be paid directly to the company. Payment for water and trash collection services must be paid directly to the Hualapai Tribe.
  - b. The Tenant shall avoid disconnection of his/her utilities; this includes keeping the propane tank at a minimum of 30% to avoid damaging the gas appliances and not connecting a smaller propane bottle to the main line. If the utilities are not reconnected within five (5) days of disconnection, the HHD shall terminate the Rental Lease in accordance with the termination procedures if the Tenant fails to maintain utility services to the unit.



## **SECTION VII. POLICIES AND RULES APPLICABLE TO HOMEOWNERSHIP AND RENTAL PROGRAMS**

### **A. USE OF HOME**

1. The Homebuyer/Tenant must use the home as his/her primary residence, and for occupancy by members of his/her household listed in the family composition.
2. Homebuyers/Tenants may not take in boarders or rent out rooms or allow anyone not a part of the family composition to occupy the home. Visitors or guests may not reside in the home, nor may they stay in the home for more than thirty (30) consecutive days, except with written approval of HHD. Foster children and live-in aides may reside in the unit with HHD approval.
3. Homebuyers and Tenants shall not abandon the home. The Homebuyer or Tenant shall notify HHD if all household members will be absent from the dwelling unit for a period of time exceeding fourteen (14) days or due to military duty, education or employment purposes. Otherwise, a home may be considered to be abandoned as defined in Section XI of these policies.
4. Recreational Vehicles
  - a) An unoccupied recreational vehicle may be parked with all utilities disconnected where a principal residence (not to include a garage or storage shed) is established. A recreational vehicle parked shall not be used for living, sleeping or housekeeping purposes.
  - b) No more than one (1) recreational vehicle is parked and unoccupied on the property at any time.
  - c) Recreational vehicles shall not be used as storage sheds.
  - d) Recreational vehicle should be parked behind the home.
  - e) Once homeowner receives deed, homeowner is no longer HHD CAS.

### **B. CARE AND MAINTENANCE**

1. Homebuyers and Tenants are responsible for using reasonable care to keep the unit and yard in such condition as to prevent health or sanitation problems from arising. The Homebuyer or Tenant shall notify HHD promptly of known unsafe conditions in any common areas and grounds in the project in which the

leased premises are situated, which may lead to damage or injury, including pest problems. The Homebuyer or Tenant shall keep the sidewalk around the leased premises free from ice, snow, dirt and litter. The Homebuyer or Tenant shall keep the unit and yard in a clean and sanitary condition and prevent any damage to the landscaping around the unit. Abuse and misuse of the unit and HHD's equipment, such as refrigerators, ranges, water heaters, furnaces or other physical items within the unit shall be grounds for termination of the Lease Agreement.

2. Yards shall be kept free of weeds. Trees and shrubs are allowed. All personal property stored outside the unit shall be stored in an orderly manner and not be scattered throughout the yard.
3. All garbage, rubbish and other trash is to be placed in the trash container provided by the HHD or the Hualapai Tribe. Excess garbage and rubbish is to be placed in separate containers. The trash containers shall not be used to dispose of oil, ashes, rocks, sand and weeds.
4. HHD shall maintain the common area and grounds surrounding the leased premises in a decent, safe and sanitary condition in conformity with the requirements of local housing codes and applicable tribal laws, and shall make all necessary repairs, alterations or improvements as provided in the Lease.
5. In the event a home needs emergency repairs which the Homebuyer is unable to perform, the Homebuyer shall notify HHD. HHD may, but is not required to, perform emergency repairs. All work performed by HHD shall be for emergency repairs only and must have the prior approval of the Director. The cost for all such repairs will be charged to the Homebuyer.

## **C. INSPECTIONS**

1. HHD has overall responsibility for assuring that each home is kept in a satisfactory, safe and sanitary condition and that the home and grounds are maintained in a manner that will preserve their condition, normal wear and tear excepted, and to identify necessary corrections before problems become severe, dangerous, or expensive.
2. Move-In Inspections. HHD shall conduct a move-in inspection of all units in accordance with Section III.I. (7) of these policies.

3. Semi-Annual/Quarterly Inspections. HHD shall conduct an interior and exterior inspection of each home at least semi-annually and furnish a copy of the inspection report to the Homebuyer or Tenant. All appliances and mechanical equipment will be checked at least annually. Smoke/fire alarms will be checked at every inspection. HHD shall take appropriate action, as needed, to ensure the Homebuyer's or Tenant's obligations under the Lease.
  - a. Homeownership Program. Where the Homebuyer is in complete compliance with the Lease and HHD's rules and policies, and the home is maintained in satisfactory, safe and sanitary condition, as reflected by the last inspection by HHD, inspections may be done once every three (3) years. If at any time HHD determines that the Homebuyer or Tenant is not in compliance with the Lease, it will reinstate semi-annual inspections.
  - b. Rental Program. Where the Homebuyer is not in compliance with the Lease and HHD's rules and policies, and the home is not maintained in satisfactory, safe or sanitary condition, as reflected by the last inspection by HHD, inspections may be done quarterly or monthly.
4. Emergency Inspections. HHD shall conduct an emergency inspection of a home upon receiving notice (Hualapai tribal departments) that the home is in need of repair that if left uncorrected would create a hazard to life, health or safety of the occupants, or other residents, or would create a risk of damage to the home. Emergencies (i.e., fire or no water, heat, electricity or property damages and vandalism also includes domestic violence) shall be addressed immediately, but no later than seventy-two (72) hours.
5. Move-Out Inspection. HHD shall schedule and conduct with the Homebuyer or Tenant a final interior and exterior move-out inspection after the Homebuyer or Tenant has vacated the unit. HHD shall give the Homebuyer or Tenant an itemized statement within sixty (60) days of any maintenance or other charges required to put the home in satisfactory condition for the next occupant. HHD will fill the vacancy with the next eligible person on the waiting list.
6. Within ten (10) days of the conclusion of every inspection, HHD, together with the Homebuyer or Tenant, shall prepare an Action Plan to address any items requiring correction. The Action Plan shall identify the person (the Homebuyer, Tenant or HHD) responsible for correcting the item, the time period within which the item will be addressed, and the method of follow-up by HHD. Failure to comply with an Action Plan by the Homebuyer or Tenant shall constitute violation of the Lease Agreement. Once an inspection has been completed

and recorded, the findings will not be altered and/or revisited without the written consent of the Homebuyer or Tenant and the staff member who conducted the original inspection.

#### **D. STRUCTURAL CHANGES, ALTERATIONS AND IMPROVEMENTS**

Homeowners/Tenants shall not make any structural changes, additions, alterations or improvements to the unit. The units are the property of the HHD, once homeowner receives deed; homeowner is no longer HHD CAS.

1. Homebuyers shall not make any structural changes, additions, alterations or improvements to the home unless HHD has first determined in writing that such change will not: impair the value of the home, the surrounding homes, or the project as a whole; affect the use of the home for residential purposes; or violate HUD requirements as to construction and design; and HHD has approved the change in writing. Examples include, but are not limited to, patios, decks, room additions, removing walls, or any other change that impacts the lot or results in the usage of water beyond the normal consumption, such as large swimming pools.
  - a. The Homebuyer shall be responsible for the proper construction of all improvements, alterations or add-ons.
  - b. All add-on items and improvements shall become part of the permanent structure and shall not be removed when a Homebuyer vacates the premises. In the event of termination of the Agreement, the Homebuyer shall not be entitled to any reimbursement for any such changes or additions.

#### **E. INSURANCE**

1. HHD will carry all insurance on homes not conveyed in an amount sufficient to protect the home from the risk of fire and other risks generally covered by home insurance carriers. In the event the home is damaged or destroyed by fire or other casualty, the Homebuyer or Tenant shall immediately contact HHD. HHD is not obligated to provide insurance for homes conveyed. Homebuyers and Tenants are responsible for purchasing insurance covering their personal property.

2. Repair or Rebuilding. In the event the home is damaged or destroyed by fire or other casualty, HHD shall use the insurance proceeds to have the home repaired or rebuilt.
  3. **NOTE: Tenants/Homebuyers will be responsible for paying the one thousand dollar (\$1000.00) Amerind Risk deductible prior to the work being started, if the reason for the claim was tenant or homebuyer caused.**
3. Suspension of Payments. If the home must be vacated for repairs due to damage or destruction of the home not caused by the Homebuyer or Tenant, required monthly payments will be suspended during the vacancy period. HHD will use its best efforts to assist in temporarily relocating the Homebuyer or Tenant and any family members listed as part of the Homebuyer's or Tenant's family composition.

#### **F. HOMEBUYER AND TENANT EDUCATION COUNSELING PROGRAM**

Homebuyers and Tenants are mandatory to participate in HHD's Homebuyer and Tenant Education Counseling program. The purpose of the counseling shall be to develop a full understanding by the Homebuyer/Tenant of his/her responsibilities as a Homebuyer/Tenant, including the ability to carry out these responsibilities and to develop a cooperative relationship with other Homebuyers or Tenants and HHD.

1. The Homebuyer and Tenant Education Counseling program shall include Homebuyer/Tenant education and maintenance education.
2. Each Homebuyer or Tenant will be provided with information on resources available in the community such as educational opportunities, upgrading employment skills, legal services, dental and health care, child care for working parents, family counseling and counseling on alcoholism or drug problems.
3. The scheduled sessions shall be flexible and responsive to meet the needs of each Homebuyer or Tenant. Provisions will be made for individual counseling when necessary.
4. Each Homebuyer or Tenant are mandatory to participate in and cooperate fully in all scheduled pre-occupancy and post-occupancy counseling activities. Failure to attend scheduled sessions shall be cause for termination of the Lease Agreement or Rental Agreement.

#### **G. CHILDREN**

Homebuyers and Tenants are at all times responsible for the conduct of their children, including the children of household members, guests and visitors. Young children should not be left alone or unattended while in the housing area. All children less than 18 years of age within HHD housing subdivisions shall comply with any and all curfew laws enacted by the Hualapai Tribe.

HHD will not be held responsible for accidents or injuries resulting while children are left unattended in the housing area.

## **H. SAFETY**

Gasoline or any other flammable solvents shall not be stored in the unit. HHD expects all occupants to be familiar with all gas, electric and water shut-off valves to their homes. Water heaters and furnace closets shall be kept clear of oily rags, junk and other flammable materials. Each electric outlet should be used for only one (1) plug or extension cord. Outlets shall not be overloaded. Foreign objects shall not be placed in fuse boxes. No firearms shall be discharged in the vicinity of the residential area. Fireworks, B.B. guns and pellet guns are strictly prohibited in the subdivision areas.

## **I. PETS**

Due to the number of pets, including strays that abound in the HHD residential areas and for health and safety reasons this pet policy is incorporated into the Hualapai Housing Department policies.

1. Each unit within all HHD projects will be limited to two (2) pets per household; Dogs and cats **are prohibited** to live in the house. Pets such as fish and birds are exempt from the pet limitation.
2. Aggressive dogs (any breed) are prohibited from all HHD units and subdivisions.
3. All Homebuyers and Tenants are required to abide by any Hualapai Tribe animal control ordinances.
4. Pets are the responsibility of the owner. All pets must be properly tagged and the owner must show proof the pets have been properly vaccinated (dogs rabies vaccination proof), and registered. **Homebuyers and Tenants must at all times retain their pets within their yards or premises by use of a fence, leash or chain. Dogs and cats are prohibited to live in the house (HHD will**

**make exception for service animals with documentations).** Dogs not tagged and roaming the housing area will be considered “stray dogs” and will be disposed of through the appropriate local agency/department. Dogs that create a nuisance by constant barking or otherwise, are prohibited.

5. There shall be no corrals and sheep pens built within the subdivision areas. Likewise, farm animals (i.e., pigs, chickens, ducks, rabbits, turkeys, horses) and exotic animals may not be kept on the housing premises. Homebuyers and Tenants shall not store hay or feed in the subdivision areas.

#### **J. SPEED LIMITS**

Housing subdivisions are residential areas with children at play. All Homebuyers, Tenants and their guests and visitors shall observe speed limits. Speed limits apply to all vehicles including motorcycles and motor bikes. Speeding and racing vehicles within the housing area are prohibited.

#### **K. VEHICLES/PARKING**

Homebuyers, Tenants and their guests and visitors shall park in their designated parking area. In housing developments where no parking space is available, Homebuyers and Tenants may park their vehicles on the streets adjacent to the curb. Parking near fire hydrants is prohibited. Vehicles not registered and authorized to be on HHD premises shall be removed at the Homebuyer's or Tenant's expense. Homebuyers or Tenants shall not park any of the above within HHD housing areas. Inoperable vehicles are prohibited in subdivisions.

#### **L. KEYS/LOCKOUT**

Homebuyers/Tenants will be provided two sets of keys to the unit. Upon vacating, the Homebuyer or Tenant must return all keys to the HHD Office.

Rental Program. Tenants will be charged a lock out response fee of \$15 for each response by HHD to a lockout, repeat offenders will be charged \$30 plus additional lock out will be +\$5 thereafter. Exceptions may be made only for elderly and disabled Tenants.

#### **M. OPERATION OF SMALL BUSINESS**

Homebuyers and Tenants may not operate a small business in the home or rental unit without prior written approval of HHD. A small business shall be defined as any

commercial activity (buying and selling) whose primary purpose is to generate income. The Director may approve the operation of a small business in a home when the Homebuyer or Tenant provides the following assurances in writing:

1. The unit will remain the Homebuyer's or Tenant's primary residence;
2. The business will not actively disrupt the basic residential nature of the housing site;
3. The business will not require permanent structural changes to the unit that could adversely affect a future Homebuyer's or Tenant's use of the unit;
4. The Homebuyer or Tenant has received a business permit from the Hualapai Tribe or such business is exempt from the tribal business permit law;
5. The business shall not be owned or primarily operated by a non-Hualapai tribal member;
6. The business will not require more than the normal consumption of water or generate more than the normal amount of waste or household garbage.

HHD shall rescind this approval upon violation of any of the above assurances. All approved businesses shall comply with all applicable laws, including any Hualapai business laws.

## **N. EMERGENCIES**

In case of fire or other emergency, the Homebuyer or Tenant should contact the Fire Department/EMS station (928) 769-2205, Police Department (928) 769-2220 and HHD Office.

## **O. UNLAWFUL ACTIVITIES**

1. The Homebuyer or Tenant is responsible for all actions of residents, guests, and visitors of the home. Homebuyers, Tenants, household members, and their guests and visitors shall not engage in any unlawful activities including but not limited to bootlegging, alcohol or drug related activities, disorderly conduct, threatening or intimidation, or other activities which are hazardous to the health or safety of other Homebuyers or Tenants, or disturb other Homebuyers or Tenants in the quiet enjoyment of the premises.



2. No loud music is allowed on the premises.
3. Homebuyers, Tenants, guests and visitors shall not destroy, deface or damage any HHD property.
4. Homebuyers and Tenants shall report all unlawful and suspected criminal activities, including bootlegging and drug sales occurring in their neighborhoods to lawful authorities and to HHD no later than the next business day following the unlawful or suspected criminal activity. Homebuyers and Tenants should cooperate with law enforcement agencies and HHD in evicting such persons from their home and grounds.
5. No firearms shall be discharged in or around the housing premises.

**P. DRUG & ALCOHOL-FREE HOUSING POLICY**

The sale, use, possession, purchase, manufacture, or transfer of illegal drugs or other controlled substances or drug related paraphernalia on or off any HHD managed housing premises, by a Homebuyer/Tenant, any member of his/her family, or any guest or other person under Homebuyer's/Tenant's control, is a breach of the Homebuyer's/Tenant's obligations under his/her Lease Agreement/Rental Lease. A Homebuyer/Tenant must notify HHD of any federal, state or tribal drug conviction of any person residing in Homebuyer's/Tenant's unit no later than five (5) days after such conviction. Selling and consumption of alcohol in the homes is a breach of the Homebuyer's/Tenant's obligations under his/her Lease Agreement/Rental Lease. Any violation of this Section may subject a Homebuyer/Tenant to termination of his/her Lease Agreement/Rental Lease.

**Q. COMPLIANCE WITH LEASE AGREEMENT/RENTAL AGREEMENT**

The Homebuyer or Tenant must abide with all conditions of his/her Lease Agreement/Rental Lease. Any Homebuyer or Tenant who violates any provision of these Policies or his/her Lease Agreement/Rental Lease will be subject to termination of his/her Lease Agreement/Rental Lease. Any violation of these Policies will affect the Homebuyer's or Tenant's continued eligibility status for housing and future housing assistance.

**R. ENFORCEMENT OF POLICIES**

HHD is responsible for enforcing these Policies and the Lease Agreement/Rental Lease. The decision by HHD not to act on a breach of these Policies or the Lease Agreement/Rental Lease shall not constitute a waiver of HHD's rights to act on the

continuing breach or any other breach at any future point in time. Except when specifically stated in the Lease Agreement/Rental Lease, nothing in these Policies or the Lease Agreement/Rental Lease shall be construed to waive the sovereign immunity of either the Hualapai Tribe or the HHD.

## **SECTION VIII. TRANSFERS BETWEEN UNITS WITHIN RENTAL PROGRAMS**

### **A. GENERAL POLICY**

Transfers to a different rental unit may occur upon request of a Tenant or upon determination by HHD that a transfer is required. Transfers may be made within project sites or from one project site to another.

### **B. VOLUNTARY TRANSFERS**

1. A Tenant may apply for transfer to a different unit, if one is available, for any of the following reasons:
  - a. The Tenant or a family member has mobility problems requiring a unit with accessible features;
  - b. The transfer is necessary to accommodate a disability of the Homebuyer/Tenant or family member or alleviate verified disability problems of a serious (but not life threatening) nature;
  - c. The family is between the minimum and maximum occupancy standard but the family requests a transfer to permit older children of opposite sexes to have separate bedrooms.
  - d. Other good cause shown, such as changes in family composition or safety reasons.
2. The request shall be in writing to the Director, along with the necessary documentation to substantiate the need for the transfer.
3. If a unit is available, HHD will offer the unit to the Tenant. Refusal of the unit without good cause will result in removal of the Tenant from the transfer list for voluntary transfers.
4. The Tenant shall bear the cost of the transfer.

5. If a unit is not available, the Tenant will be placed on a transfer list until such time that an appropriate unit becomes available.

### **C. MANDATORY TRANSFERS**

1. HHD may on its own determination transfer a Tenant to another unit upon any of the following situations:
  - a. The unit or building conditions pose an immediate threat to the life, health or safety of the occupants, as determined by HHD;
  - b. An emergency transfer is required to permit repair of unit defects hazardous to life, health or safety, or to alleviate verified disability problems of a life threatening nature;
  - c. A transfer is required to permit modernization or demolition of units;
  - d. A transfer is required to permit a family that requires a unit with accessible features to occupy such a unit;
  - e. A transfer is necessary to correct problems with occupancy standards. Transfers to correct occupancy standards will be made only if the family has fewer persons than the number of bedrooms or the household members over age five (5) exceeds more than two persons per bedroom.
  - f. A transfer is required to correct and avoid concentration of the most economically and socially deprived families in any one project site;
2. If a unit is available, HHD will offer the unit to the Tenant. Refusal of the unit without good cause will result in termination of the lease in accordance with the termination procedures.

### **D. PRIORITY**

1. Mandatory transfers shall be given priority over voluntary transfers.
2. Transfers shall take priority over new admissions.

3. Priority for transfer and the order in which families are transferred shall be as follows:
  - a. Transfers due to unit or building conditions posing an immediate threat to occupant life, health or safety, as determined by HHD or the transfer is necessary to permit repair of unit defects hazardous to life, health or safety; or to alleviate verified disability problems of a life threatening nature.
  - b. Transfers to provide housing options to occupants to alleviate verified disability problems of a serious (but not life threatening) nature; to permit modernization or demolition of units; to permit a family that requires a unit with accessible features to occupy such a unit; or to move a person with mobility problems to a unit with accessible features.
  - c. Transfers to correct problems with occupancy standards where the family has fewer persons than the number of bedrooms, or the household members over age five (5) exceed two persons per bedroom.
  - d. Transfers to permit older children of opposite sexes to have separate bedrooms.

#### **E. GOOD RECORD REQUIREMENTS FOR TRANSFERS**

1. In general, and in all cases of all requested transfers, Tenants will be considered for transfers only if the head of household or any other family members or guests have not demonstrated any of the following for the past three (3) years:
  - a. Engaging in any alcohol, drug-related, or criminal activity;
  - b. Owing back rent or other charges, or evidence a pattern of late payments;
  - c. Failed to keep the home and yard clean and in reasonable good condition;
  - d. Transferring the utilities to a name other than the head of household; and
  - e. Having other serious or repeated violations of the material terms of the lease as evidenced by issuance of a Notice of Termination.
2. Exceptions to the good record requirements may be made for emergency transfers or when it is to HHD's advantage to move forward with the transfer

(e.g., a single person is living alone in a three bedroom unit and does not want to move). The determination to make an exception to the good record requirement will be made by the Director.

## **SECTION IX. CONVERSION OF UNIT FROM ONE PROGRAM TO ANOTHER**

### **A. CONVERSION FROM RENTAL PROGRAM TO HOMEOWNERSHIP PROGRAM**

1. Requirements for Conversion. HHD may convert any or all units in a Rental Program managed by HHD to the Homeownership Program upon HHD's determination that such is in the best interests of HHD and the Tenant and upon the following conditions being met:
  - a. The Tenant must either:
    - i. Not have a delinquency; or
    - ii. Enter into a payback agreement not to exceed 12 months to repay the delinquency;
  - b. The Tenant must not have breached any other term of his/her Rental Agreement;
  - c. The unit to be converted must be in decent, safe and sanitary condition;
  - d. The Tenant must otherwise be eligible for the Homeownership Program, with the ability to afford monthly payments and maintenance of the home required under the Homeownership Program;
  - e. The Tenant must be willing to comply with these Policies; and
  - f. The Tenant must have been renting the unit for a continuous period exceeding fifteen (15) years.
  - g. The unit to be converted must be a single-family detached unit, and not a part of an apartment complex.
2. Procedures for Conversion
  - a. The Tenant occupying the unit must submit to HHD a written request to convert.
  - b. HHD shall acknowledge receipt of the request within seven (7) days of receiving the request.

- c. Within fourteen (14) days of receipt of the request for conversion, HHD shall:
  - 1) Review the Tenant's account to determine: 1) that the Tenant is current on his/her monthly payments; and
  - 2) Review the Tenant's file and determine that the Tenant has not: 1) within the last five years been in breach of his/her Rental Agreement due to criminal activities or disturbance of the peace; 2) within the last two years been in breach of his/her Rental Agreement for any other violation of his/her Rental Agreement or HHD occupancy policies; and
  - 3) Perform a re-certification of the Tenant to determine that the income of the Tenant qualifies him/her for the Homeownership Program. The Tenant must have the ability to make monthly payments and maintain the home under the Homeownership Program.
  - 4) Perform an inspection of the unit to determine that it is in decent, safe and sanitary condition. If HHD determines that the unit is not in decent, safe, and sanitary condition, it shall make a determination with regard to what deficiencies are the responsibility of the Tenant and assist the Tenant in developing a plan to correct the deficiencies. HHD may, but is not required to, correct the deficiencies and charge the Tenant for the costs (labor and material) of the work.
- d. HHD shall, within twenty-one (21) days of making its determination of responsibility for deficiencies, correct any deficiencies not the responsibility of the Tenant. Deficiencies determined to be the responsibility of the Tenant are those specified in his/her Rental Agreement or caused by the Tenant, his guests or visitors or other persons under his/her control.
- e. If the Tenant qualifies under the Homeownership Program, HHD shall, within fourteen (14) days of the re-certification, determine the purchase price of the unit as set forth in the Lease-Purchase Agreement for a subsequent homebuyer. All payments made within the previous twenty four months under the Rental Program shall be applied to reduce the purchase price.
- f. HHD shall, within sixty (60) days of receipt of the request for conversion, prepare a Board resolution approving the conversion.

- g. Within ten (10) days of the approval of the conversion by the Board, HHD shall:
- 1) Arrange homeownership counseling for the new Homebuyer and execute a Lease-Purchase Agreement with the new Homebuyer; and
  - 2) Submit copies of all conversion documents, including the new monthly payments, to the HHD Accounting Office; and
  - 3) Remove the unit from the Rental Program inventory and add it to its list of Homeownership units.



## **SECTION X. COLLECTION**

### **A. RESPONSIBILITY TO MAKE PAYMENTS**

The obligations of Homebuyers and Tenants to make all monthly payments are outlined in the Lease-Purchase Agreement and Rental Lease. In general, the responsibilities of all Homebuyers and Tenants regarding payments are as follows:

1. Make monthly payments, including any other charges incurred (damages, work orders, etc.) on or before the first day of each month.
2. If payments will not be made on time, to contact the HHD Resident Services Specialist to explain the problem.
3. Provide basic accurate information to HHD regarding family composition, family income and employment, as set forth in Section IV. E. 3 of these policies.

### **B. HHD'S RIGHTS AND RESPONSIBILITIES**

HHD has the right to take action against any Homebuyer or Tenant who does not make the required payments. The action will be in accordance with the procedures outlined in these policies.

### **C. PAYMENTS**

1. All payments are due in full between the 10<sup>th</sup> days and 14<sup>th</sup> of each month.
2. Payment in the form of a money order, payroll deduction, personal check, or cash will be accepted. All payments are to be made payable to the "Hualapai Housing Department" and hand delivered or mailed to the Hualapai Tribal Finance Department at the Tribal Administration Office, Post Office Box 179 Peach Springs, Arizona, 86434. All cash payments shall be made in person at the Hualapai Tribal Finance Department.
3. Payroll Deduction.
  - a. A Homebuyer or Tenant desiring to make payments by payroll deduction is responsible for making arrangements with his/her employer to have the required payment deducted from his/her earnings. Authorization for Payroll Deduction forms may be picked up at the HHD Office.

- b. Payment through Payroll Deduction will be advised where a Homebuyer or Tenant is continuously delinquent in his/her payments. A Homebuyer or Tenant is continuously delinquent when he/she has been delinquent at least four (4) times within the recertification period.
  - c. It is the responsibility of the Homebuyer/Tenant to ensure that the employer, including the Hualapai Tribe, is making the Homebuyer's or Tenant's required payment to HHD at least once each month, although payments may be made weekly or twice per month. The Homebuyer/Tenant shall promptly inform an employer of any change in the amount of payment.
  - d. The Homebuyer/Tenant shall make payment to HHD sufficient to cover one month's required payment in advance to avoid becoming delinquent during employer's payroll processing period.
4. A receipt will be issued for each payment made.

**D. DELINQUENT ACCOUNTS**

1. Late Charges. Payments not received at the HHD Office at the end of business on the 14<sup>th</sup> calendar day of each month shall be considered delinquent and HHD will assess a late charge, to be set forth in the Lease, for each month that the payment remains unpaid after the 14<sup>th</sup> day, unless a written extension, agreement provides otherwise.
2. Notice of Delinquency
  - a. If on the 14<sup>th</sup> day, the Homebuyer/Tenant has not made full monthly payment and did not make arrangements with the HHD before the due date for an extension or partial payment, the HHD shall serve the Homebuyer/Tenant with a written Notice of Delinquency.
  - b. A Notice of Delinquency shall include the following statements:
    - (1) A statement that the Homebuyer/Tenant is delinquent, the amount of the delinquency with an itemization of all amounts due, and a demand for immediate payment of the delinquent amount.
    - (2) A statement that prompt payment is a requirement for continued occupancy.

- (3) A statement that the Homebuyer/Tenant has five (5) days from the date of receipt of the Notice to remit the delinquent amount or contact the HHD to enter into a Payback Agreement.
  - (4) A statement that the Homebuyer/Tenant's failure to comply with the Notice within the required time will result in issuance of a Notice of Termination.
3. Payback Agreements. Upon receipt of a Notice of Delinquency, a Homebuyer/Tenant may arrange to pay his/her delinquency by entering into a Payback Agreement with the HHD to make monthly payments. Payback Agreements shall require that the delinquent amount be paid within a reasonable time in accordance with the financial status of the Homebuyer/Tenant.

#### **E. CONSUMER CREDIT COUNSELING**

Consumer Credit Counseling is available to all Homebuyers or Tenants upon request or at the recommendation of HHD. Such counseling may include finance and budgeting practices, which may be provided by appropriate HHD staff or through referral. Any requests for such counseling shall be made to the Resident Service staff or the Assistant Housing Director.

## **SECTION XI. NON-COMPLIANCE WITH LEASE; TERMINATION OF THE LEASE**

### **A. NOTICE OF NON-COMPLIANCE**

- a. If a Homebuyer/Tenant breaches any of his/her obligations under a lease agreement (except for nonpayment of rent, and except for criminal activity and abandonment of a unit which shall be subject to Notice of Termination), HHD shall send the Homebuyer/Tenant a Notice of Noncompliance, requesting a meeting within five (5) days of receipt of the Notice of Non-compliance. At the meeting, HHD shall discuss the matter with the Homebuyer/Tenant and provide him/her an opportunity to explain the non-compliance. A Plan of Action shall be agreed upon, specifying the manner in which the Homebuyer/Tenant will come into compliance and any appropriate actions that HHD proposes to take. The Plan of Action shall be put in writing and signed and dated by both HHD and the Homebuyer/Tenant. If the Homebuyer/Tenant refuses to meet with HHD or to agree to a Plan of Action or fails at any time to comply with the Plan of Action, HHD shall proceed with termination of the lease in accordance with its termination procedures.
2. Any of the following constitute a violation of the Lease which shall result in HHD serving the Homebuyer or Tenant with a Notice of Noncompliance:
  - a. Failure to provide full and accurate information regarding household composition or household income within ten (10) days after a request is made by HHD;
  - b. Failure to report changes in household income and/or household composition in between annual recertification dates;
  - c. Failure to make monthly payments in accordance with the Notice of Delinquency. If a payback agreement was negotiated as a result of a Notice of Delinquency and the Homebuyer or Tenant fails to make payments in accordance with the payback agreement, the HHD shall issue a Demand for Full Payment in lieu of a Notice of Noncompliance;

- d. Failure to perform maintenance obligations;
- e. Violation of any other terms or conditions stated in the Lease or other good cause.

## **B. VOLUNTARY TERMINATION OF LEASE**

1. A Homebuyer/Tenant wishing to voluntarily terminate his/her participation in the Homeownership/Rental Program must give HHD advance written notice and follow procedures specified in the Agreement. The advance written notice required will be thirty (30) days for Homebuyers and fourteen (14) days for Tenants. Tenants submitting less than 14 days' notice will forfeit their entire security deposit. A waiver of the 14 days may be granted for extenuating circumstances.
2. Homeownership Program - A Homebuyer may voluntarily relinquish his/her rights to the Homeownership unit. Such relinquishment must be made by signing a waiver of all rights under the Lease Agreement. The Lease Agreement shall then be amended to remove the person relinquishing the unit and a new Lease Agreement shall be executed with the remaining Homebuyer, if any, providing he/she continues to remain eligible for the Homeownership Program.

## **C. TERMINATION FOR BREACH**

HHD has the authority to terminate a Lease when a Homebuyer or Tenant has engaged in criminal activity, abandoned a unit, or violated any other term or condition of the Lease and fails to comply with the Plan of Action resulting from a Notice of Non-Compliance or fails to comply with a Notice of Delinquency or Demand for Full Payment.

1. Any of the following shall result in HHD serving the Homebuyer or Tenant with a Notice of Termination:
  - a. Where a Notice of Noncompliance was served, and the Homebuyer or Tenant failed to comply with the Notice of Noncompliance within five (5) days from receipt of the date of the Notice of Noncompliance;
  - b. Where a Notice of Delinquency was served, and the Homebuyer or Tenant failed to comply with the Notice of Delinquency or with a payback agreement

negotiated as a result of the Notice of Delinquency or with a Demand for Full Payment;

- c. Engagement by the Homebuyer or Tenant, or any member of the Homebuyer's or Tenant's household, or any guest or visitor of the household, in any activity, including criminal activity, that threatens the health, safety or right to peaceful enjoyment of the housing development by other residents of HHD or that may impair the physical or social environment of the project.
  - (1) The conduct to which this part applies includes, but is not limited to, vandalism, arson, bootlegging, drug sales, assault, threatening with violence or violation of any state, federal or Hualapai criminal laws.
  - (2) Termination proceedings due to alleged criminal activities shall begin upon reliable information received of the criminal activity. Information may come from a police report, or a reliable report from Tenants, Homebuyers, or other concerned persons within the housing development, any HHD employee, or any other person not mentioned above. Termination proceedings may begin regardless of whether or not criminal proceedings are initiated or are pending.
- d. Abandonment of the home. Abandonment exists when the Homebuyer or Tenant and his/her family listed as part of the household composition is absent from the unit for a period of over thirty (30) days (for Homebuyers) or fourteen (14) days (for Tenants) without notification to HHD, unless a shorter time is specified in the Lease Agreement/Rental Lease.
  - (1) When HHD has determined that the Homebuyer has abandoned the unit, HHD staff shall document the period of abandonment, post a Notice of Abandonment on the door, and mail the Notice to the Homebuyer's or Tenant's last known address by certified mail, return receipt requested, and make an attempt to contact the Homebuyer or Tenant at the unit. All efforts to locate the Homebuyer or Tenant shall be documented.
  - (2) If, after seven (7) days of the mailing of the return receipt for the Notice of Abandonment, the absent Homebuyer or Tenant does not respond to the Notice of Abandonment, HHD shall send a Notice of Termination to the absent Homebuyer's or Tenant's last known mailing address, and termination of the occupancy agreement shall be deemed effective as of the date that the Notice of Abandonment was mailed.

- (3) If, after seven (7) days, the absent Homebuyer or Tenant does not respond, either in person or in writing to the Notice of Termination, HHD staff shall have the unit secured to prevent vandalism to the unit.

2. The Notice of Termination shall include the following:

- a. Name and address of the Homebuyer or Tenant, unit number and project number.
- b. A statement of the specific provision(s) of the Lease that was violated, and the reason(s) why HHD determined that the Homebuyer or Tenant violated the provision(s).
- c. A statement that a hearing will be scheduled on a specific date in accordance with the HHD grievance procedures set forth in these policies.
- d. Under normal termination procedures, a statement that If the Homebuyer or Tenant provides to HHD evidence or assurances satisfactory to HHD that the Homebuyer or Tenant has or will cure the breach within a reasonable time, not to exceed thirty (30) days from the date of the Notice of Termination, and will continue to carry out the obligations under the Lease, HHD may, but is not required to, rescind or extend the Notice of Termination.
- e. A statement that if the Homebuyer or Tenant does not respond to the Notice of Termination or attend the hearing or if a decision is made by the Director to continue with termination of the lease, HHD shall serve the Homebuyer/Tenant with a Notice to Vacate providing the tenant/homebuyer seven (7) days to vacate the unit.

3. Termination Procedures

- a. Expedited Termination Procedures.
  - (1) For the following confirmed/documented criminal activities engaged in by the Homebuyer or Tenant, any member of the household or any guest or visitor of the household, HHD shall follow the procedures in this Subsection.
    - a) Homicide
    - b) Rape

- c) Violations involving the sale, manufacture or distribution of Alcohol or Drugs
  - d) Infliction of Serious Bodily injuries
  - e) Child Molestation
  - f) Domestic Violence
  - g) **Not reporting visiting sex offenders to HHD immediately.**
- (2) HHD shall serve the Homebuyer or Tenant with a written Notice of Termination. The hearing will be held within five (5) working days from the Homebuyer's/Tenant receipt of the Notice..
  - (3) The hearing shall be in accordance with the grievance procedures in this Policy. The Director shall issue a written decision immediately upon the conclusion of the hearing.
  - (4) If the Homebuyer or Tenant does not respond to the Notice of Termination or does not attend the hearing, or if a decision is made by the Director to continue with termination of the lease, HHD shall serve the Homebuyer/Tenant with a Notice to Vacate providing the Homebuyer/Tenant seven (7) days to vacate the unit.
  - (5) If the Homebuyer/Tenant does not vacate the unit, HHD shall begin eviction proceedings in tribal court. If the Homebuyer/Tenant has a delinquent account, HHD shall begin collection proceedings in tribal court. At HHD's option, a criminal complaint for criminal trespass may be filed against the Homebuyer or Tenant.
  - (6) Upon termination of the Lease, all property left behind by the absent Homebuyer or Tenant shall be disposed of by HHD.

b. Normal Termination Procedures

- (1) For other criminal activities not described in a) above and for all other violations of the Lease, HHD shall follow the below procedures:
  - a) HHD shall serve the Homebuyer or Tenant with a Notice of Termination. A hearing will be scheduled within thirty (30) days from the date of the Notice of Termination.
  - b) If the Homebuyer or Tenant provides to HHD evidence or assurances satisfactory to HHD that the Homebuyer or Tenant has or will cure the breach within a reasonable time, not to exceed thirty (30) days



from the date of the Notice of Termination, and will continue to carry out the obligations under the Lease, HHD may, but is not required to, rescind or extend the Notice of Termination.

- c) The hearing shall be before the Director in accordance with the grievance procedures in these policies. The written decision shall be sent to the Homebuyer or Tenant within five (5) working days of the hearing.
  - d) Settlement or Payback Agreements entered into as a result of a Notice of Termination shall include a provision that breach of the Settlement or Payback Agreement will result in an immediate filing of an action for eviction.
  - e) If the Homebuyer or Tenant does not respond to the Notice of Termination or does not attend a hearing, or if a decision is made by the Director to continue with termination of the lease, HHD shall serve the Homebuyer/Tenant with a Notice to Vacate providing the Homebuyer/Tenant seven (7) days to vacate the unit.
  - f) If the Homebuyer/Tenant does not vacate the unit, HHD shall begin eviction proceedings. If the Homebuyer/Tenant has a delinquent account, HHD shall begin collection proceedings in tribal court. At HHD's option, a criminal complaint for criminal trespass may be filed against the Homebuyer or Tenant.
  - g) Upon termination of the Lease, all property left behind by the absent Homebuyer or Tenant shall be disposed of by HHD.
4. Homebuyers or Tenant shall be responsible for any attorney fees incurred by HHD in enforcing the Lease Agreement.

#### **D. SERVICE OF NOTICES**

All notices required under these Policies shall be in writing and served in accordance with Section I. I. of these policies.

#### **E. EFFECT OF TERMINATION OF LEASE**

- 1. Termination of the Lease terminates all rights of possession a Homebuyer or Tenant may have had in a unit.

2. Payments made to HHD after termination of a Lease for delinquent payments or charges does not change the status of the termination, but will be applied to the former Homebuyer's or Tenant's delinquent account to decrease the amount of restitution owed HHD.

#### **F. OBLIGATIONS OF HOMEBUYERS AND TENANTS UPON VACATING A DWELLING UNIT**

Upon vacating the dwelling unit, the Homebuyer or Tenant is required to leave the premises clean and in good condition, excepting normal wear and tear. The Homebuyer or Tenant shall be responsible for damages to the unit, including damages resulting from the manufacture of drugs or alcohol. For example, if a unit is declared unfit for occupancy due to the operation of a methamphetamine laboratory in the home, the Homebuyer/Tenant will be held responsible for making the unit fit for occupancy or replacing the home.

#### **G. DUTIES OF HHD DURING VACATING OR EVICTION**

HHD shall perform the following duties at the time a Homebuyer or Tenant is vacating a unit:

1. Conduct a move-out inspection and properly document the inspection.
2. Take immediate possession of the unit and have the unit secured by HHD personnel.
3. Be present on site and change all locks on all doors and secure the house by boarding up the windows, if such is deemed necessary to protect the home from vandalism.
4. Make sure all personal belongings are removed from within and around the unit. Any personal property remaining in the unit may be disposed of by HHD.

#### **H. VACATED ACCOUNTS**

A Vacated Account is an outstanding account left by a former occupant. It may consist of delinquent payments, costs for damages, and utility costs.

1. Vacated accounts remain the responsibility of the former occupant and shall be collected by HHD. Collection efforts shall include if necessary the filing of a complaint against the former occupant in the Hualapai tribal court.

2. A former occupant with a vacated account or debt owed to HHD, even if written off, shall not be eligible for future housing assistance from HHD until he/she has cleared the debt.

## **SECTION XII. GRIEVANCE PROCEDURES**

### **A. POLICY**

Every Homebuyer and Tenant has the right to grieve any HHD action or failure to act which adversely affects the Homebuyer or Tenant with regard to his/her duties, rights, welfare or status under the Lease Agreement/Rental Lease. Such aggrieved Homebuyer or Tenant shall be afforded an opportunity to present his grievance to HHD.

### **B. APPLICABILITY**

1. These grievance procedures are not applicable to disputes between Homebuyers or Tenants not involving HHD.
2. These grievance procedures are not intended as a forum for initiating changes in policy between a group of Homebuyers or Tenants and HHD.

### **C. HEARING PROCEDURES**

1. A Homebuyer/Tenant may aggrieve any action taken by HHD staff or any failure to take action requested by a Homebuyer or Tenant, which adversely affects the duties, rights, welfare or status of the Homebuyer/Tenant. Other than an action of termination of the Lease Agreement/Rental Lease, for which a hearing will automatically be scheduled by the HHD, the Homebuyer/Tenant may file a grievance with the Director. The grievance must set forth the action or non-action complained of, along with the date of the occurrence or non-occurrence and specifically requesting the relief he/she is seeking. The grievance must be filed within twenty (20) days of the action or inaction complained of. A hearing will be scheduled within thirty (30) days of the Director's receipt of the grievance.
2. The hearing shall be held before the Director or his/her designated representative that was not involved in making the decision. An Appeals Board

shall hold the hearing if the Director sent the Notice of Termination or took the action complained of.

- a. All grievance hearings shall be held at the HHD office or a place designated by HHD.
  - b. If the Homebuyer/Tenant, after having been duly notified, fails to appear for the hearing, the Director or other person holding the hearing may hold the hearing without the non-appearing party, terminate the hearing, or at his/her discretion reschedule the hearing. The Director/person holding the hearing shall wait no more than fifteen (15) minutes after the appointed hour before deciding whether to hold, reschedule, or terminate the hearing. A decision to terminate the hearing waives the Homebuyer's/Tenant's right to any further grievance hearing.
3. The Homebuyer/Tenant shall be afforded the following rights:
- a. The opportunity to examine or duplicate any relevant documents, records, or regulations, before the hearing during regular business hours of HHD. Copies and/or transcripts of said documents shall be made at the Homebuyer's/Tenant's expense.
  - b. The right to be represented by an adult of his/her choice 18 years of age or older, including an attorney.
  - c. The right to present evidence and testimony.
  - d. The right to have others make statements on his/her behalf.
  - e. The right to refute the evidence presented by HHD, including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense.
  - f. The right to a written decision.
4. HHD staff that made the decision to terminate the Homebuyer/Tenant lease shall be afforded the same rights afforded the Homebuyer/Tenant in paragraph 5 above.

#### **D. DECISION**

1. The person holding the hearing shall render a decision:

- a. For criminal activities that fall under the Expedited Grievance Procedures described in Section XI.C.(3)(a), at the conclusion of the hearing.
  - b. For all other grievances, within five (5) working days after the hearing.
2. If the decision was made by an Appeals Board, the decision shall be the final administrative decision, which shall be binding on all parties.
3. The decision shall list the attendees, and include a summary of the relevant discussion, the reasons for the decision, and any stipulation or agreements reached. The decision shall also notify the Homebuyer/Tenant that he/she may request the Board to review the decision.
4. The written decision shall be given to the Homebuyer/Tenant, and a copy filed in the HHD files.

#### **E. REVIEW OF DECISION**

1. Unless, the decision was made by an Appeals Board, the Homebuyer/Tenant may request that the Appeals Board review the decision of the Director by filing a request for review within five (5) working days of receipt of the Director's decision. The request shall state the basis for review and what part of the decision it does not agree with. The Appeals Board shall review the decision within ten (10) days of its receipt of the request. The Appeals Board may decide to schedule a hearing and allow the Homebuyer/Tenant and the Director, or designee, to present arguments on their respective positions. A decision by the Appeals Board shall be based exclusively on the record and on information that was before the Director when he/she made his/her decision.
2. The decision of the Appeals Board shall be the final administrative decision and shall be binding on all parties.

## **SECTION XIII. PREFERENCE SPECIFICATIONS**

### **A. METHOD OF APPLYING PREFERENCE POINTS**

1. This section outlines selection priorities for housing based preferences. All eligible applicants will be ranked according to preference points. Eligible applicants who qualify for preference under the categories listed in this section will receive priority over other applicants. Eligible applicants who receive a deduction of points under the categories listed in this section will receive the lowest priority over other applicants.
2. All claims for preference must be documented. The preference status must be re-verified prior to selection for occupancy or when a unit becomes vacant and available, to confirm the applicant's qualification for the priority at the time of selection or availability of a unit.
3. If the preference ratings for several applicants appear equal, the date and time stamp on the completed application with all supporting documentation shall be used to determine who shall get the next available unit on a first-come, first-served basis.

### **B. PREFERENCE FOR LOW INCOME FAMILIES**

Two preference points will be given for applicants:

1. For the Rental Program, whose family income is at 30% or lower of the U.S. median income.
2. For the Homeownership Program, whose family income is between 30 and 80% of the U.S. median income.

### **C. PREFERENCE FOR HUALAPAI TRIBAL MEMBERS**

One preference point will be given to applicants whose head of household or co-applicant is a Hualapai tribal member.

### **D. PREFERENCE FOR DISPLACEMENT**

One preference point will be given for applicants displaced due to any of the following:

1. Uninhabitable residence due to a disaster such as fire, flood or hazardous spills.
2. Action by HHD forces the applicant to vacate the dwelling unit, and a) the applicant cannot control or prevent the action; and b) the action occurs although the applicant met all previously imposed conditions of occupancy; and c) the action taken is other than an increase in monthly payments. Actions by HHD include, but are not limited to: conversion of an applicant's dwelling unit to a non-residential use; closing an applicant's dwelling unit for rehabilitation or for any other reason; sale of dwelling unit, or any other legally authorized act that results or will result in the unavailability of the unit/structure.
3. Inaccessibility of dwelling unit due to a member of the family with a mobility or other impairment that makes the person unable to use critical elements of the unit; and HHD is not legally obligated to make the changes to the unit that would make critical elements accessible to the disabled person as a reasonable accommodation.

#### **E. PREFERENCE FOR SUBSTANDARD HOUSING**

One preference point will be given due to any of the following conditions:

1. The housing unit is substandard or unfit for habitation due to not having safe and adequate shelter and in its present condition, endangers the health, safety or well-being of a family, or 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, lack of repair, or serious damage to the structure.
2. Family without a permanent residence. This includes any family with the following living conditions:
  - a. That does not have an adequate fixed structure, and includes families who live with immediate family members or friends.
  - b. That has a primary night time residence that is:
    - i) A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing); or

- i) A public or private place not designed for, or ordinarily used as a regular sleeping accommodation for human beings.
- c. Whose housing unit currently has no plumbing or domestic water, such as a unit that:
  - (i) Does not have appropriate indoor plumbing; or
  - (ii) Does not have a usable flush toilet inside the unit for the exclusive use of a family; or
  - (iii) Does not have a usable bathtub or shower inside the unit for the exclusive use of the family; or
  - (iv) Does not have potable running water in unit.
- d. Housing unit does not have a kitchen or an operating sink or a proper stove connection in kitchen.
- e. Housing unit currently has no electrical system or has inadequate or unsafe electrical service.
- f. Housing unit currently has no safe heating system or adequate source or heat.

## **F. OTHER PREFERENCE**

1. One preference point will be given for each of the following conditions that apply:
  - a. Elderly or Disabled Family - A family whose head of household or spouse or sole member is an elderly or person with disabilities.
  - b. Medical Condition Requiring Standard Unit - Any documented medical (physical or mental) condition of any member of any family household.
  - c. Veterans (Applicant or spouse)
  - d. Overcrowded housing - The number of persons occupying a dwelling unit exceed the maximum occupancy standards or two (2) or more families are occupying a unit designed for single family occupancy.



- e. Families requiring transfer to meet the Occupancy Standards in Section IV of these procedures.
- f. Renewal application. Applicants on the waiting list for more than three years.

**G. DEDUCTION OF POINTS**

1. Applicants with a history of bad debts with HHD will receive a deduction of one point.
2. Applicants who have previously damaged a HHD unit or property will receive a deduction of one point.

## SECTION XIV. DEFINITIONS

**ADJUSTED FAMILY INCOME.** The term “adjusted family income” means the annual income that remains after excluding the following amounts:

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):
  - a. Who is under 18 years of age; or
  - b. Who is:
    - (1) 18 years of age or older; and
    - (2) A person with disabilities or a full-time student.
2. **ELDERLY AND DISABLED FAMILIES** - \$400 for a family, a member of which is elderly or disabled.
3. **MEDICAL AND ATTENDANT EXPENSES** - The amount by which three percent (3%) of the annual income of the family is exceeded by the aggregate of:
  - a. Medical expenses, in the case of an elderly or disabled family member, and
  - b. 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. See definition of Medical Expenses within this section.
4. **CHILD CARE EXPENSES** - Child care expenses, to the extent necessary to enable another member of the family to be employed or to further his or her education. See definition of Child Care Expense within this section.
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 where travel to

work or school exceeds 25 miles one way, from the Homebuyer or Tenant's home.

7. Such other amounts as may be provided for in HHD's Indian Housing Plan.

**ADMINISTRATIVE CHARGE.** The amount budgeted by HHD for monthly operating expenses of a unit and required under the MHOA and the Rental Program.

**ANNUAL INCOME AND EXCLUSIONS.** Annual income is the anticipated total income from all sources received by the family head and spouse (even if temporarily absent) and by each additional member of the family, including all net income derived from assets, for the 12-month period following the effective date of the initial determination or reexamination of income, exclusive of certain types of income as provided in paragraph 2 of this definition.

1. Annual income includes, but is not limited to:
  - a. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
  - b. The net income from operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;
  - c. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for authorization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in paragraph 1(b) of this definition. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD;

- d. The full amount of periodic amounts received from social security, annuities, insurance policies, retirement funds, pensions, disability, or death benefits and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in paragraph 2(m) of this definition);
  - e. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in paragraph 2(c) of this definition);
  - f. Welfare assistance payments. Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments qualify as assistance under the TANF program definition at 45 C.F.R. 260-31, and are not otherwise excluded under paragraph 2 (j) of this section. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:
    - (1) The amount of the welfare assistance allowance or grant minus the amount specifically designated for shelter or utilities; plus the maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.
  - g. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling; and
  - h. All regular pay, special pay, and allowances of a member of the Armed Forces (but see paragraph 2g) of this definition.
2. Annual Family Income does not include the following annual income exclusions:
- a. Income from employment of children (including foster children) under the age of 18 years;

- b. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the household, who are unable to live alone);
- c. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation) capital gains, and settlement for personal or property losses (but see paragraph 1e of this definition);
- d. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- e. Income of a live-in aide;
- f. The full amount of student financial assistance paid directly to the student or to the educational institution;
- g. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- h. Amounts received under training programs funded by HUD;
- i. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency;
- j. Amounts received under other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
- k. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by an Indian Housing resident for performing a service for HHD, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to fire patrol, street monitoring, lawn maintenance and resident initiatives coordination. No resident may receive more than one such stipend during a given period of time;
- l. Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs

(including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program.

- m. Temporary, nonrecurring, or sporadic income (including gifts and tribal per capita payments);
- n. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
- o. Adoption assistance payments over \$480 per adopted child; Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts;
- p. The earnings and benefits to any family member resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Service Act of 1988, section 22 of the 1937 Act, or any comparable Federal, state, tribal, or local law during the exclusion period. For purposes of paragraph 2(k) of the definition, the following definitions apply:
  - (1) Comparable Federal, state, tribal, or local law means a program providing employment training and supportive services that:
    - a) Is authorized by Federal, state, tribal, or local law;
    - b) Is funded by Federal, state, tribal, or local government;
    - c) Is operated or administered by a public agency; and
    - d) Has as its objective to assist participants in acquiring employment skills.
  - (2) Exclusion period means the period during which the family member participates in a program described in this definition, plus 18 months from the date the family member begins the first job acquired by the family member after completion of such program that is not funded by public housing assistance under the 1937 Act. If the resident is

terminated from employment with good cause, the exclusion period shall end.

- (3) Earnings and Benefits means the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.
  - q. Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts;
  - r. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes on the dwelling unit;
  - s. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
  - t. Amounts specifically excluded by any other Federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 C.F.R. 5.609 (c) apply. A notice is published from time to time in the Federal Register and distributed to recipients identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.
  - u. Income received by any member of the family as compensation for a service-related disability or as dependency or indemnity compensation to a survivor of a veteran (compensation under 38 U.S.C. chapters 11 and 13).
3. Annualization of income. If it is not feasible to anticipate a level of income over a 12-month period (e.g., seasonal or cyclic income), or HHD believes that past income is the best available indicator of expected future income, HHD may annualize the income anticipated for a shorter period, subject to a re-determination at the end of the shorter period.

**APPEALS BOARD.** A body appointed by the Housing Board, made up of at least three, but up to four, community members, who may or may not be employees of the Hualapai Tribe or any of its enterprises or entities, including the HHD, to hear grievances set forth under Section XII of these Policies.

**BOARD.** The HHD Housing Board.

**CHILD CARE EXPENSE.** The amount anticipated to be paid by the family for the care of children under thirteen (13) years of age during the period for which the Annual Income is computed, but only where such care is necessary to enable all Family members to:

1. Be gainfully employed; or
2. Further their education.

The amount deducted shall reflect reasonable charges for child care and, in the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment. All adult members of the family have to be working or in school, leaving no adult member to take care of the children to qualify for this deduction.

**CRIMINAL ACT.** Any unlawful activity subject to punishment by any federal, tribal or state criminal code.

**DEPENDENT.** A member of the household (excluding foster children), other than the Family Head or Spouse, who is under eighteen (18) years of age or who is a person with disabilities or handicapped person, or is a full time student. Certification is required for disabilities and student status.

**DISABLED PERSON.** See "Person with Disabilities".

**DISPLACED PERSON.** Any person meeting the criteria of "Displacement" as listed in Section XIII - Preference Specifications.

**DWELLING UNIT.** A residential unit covered by any of HHD's occupancy leases.

**ELDERLY FAMILIES AND NEAR-ELDERLY FAMILIES.** The terms "elderly family" and "near elderly family" mean a family whose head (or his/her spouse), or whose sole member, is an elderly person or a near-elderly person.

**ELDERLY PERSON.** A person who is at least sixty-two (62) years of age.

**EMERGENCY.** A situation that if left uncorrected would create a hazard to life, health or safety of the occupants, or other residents or would create a risk of damage to the home. Examples of emergency situations are fire or a home without water, heat or electricity,



except when the lack of water, heat, or electricity is due to lack of payment for the services.

**FAMILY.** Any combination of at least two persons, usually related to each other by blood or marriage, living together and dependent on the head of household or each other for support, including an elderly family, a disabled family, an unmarried person with minor children, and a person living alone without minor children.

**FAMILY WITHOUT A PERMANENT RESIDENCE.** A family who lacks a permanent residence or who is without safe, sanitary and affordable housing, as more specifically defined in Section XIII, E. 2.

**FULL TIME STUDENT.** A person who is carrying a subject load which is considered full-time for students under the standards and practices of an educational institution or twelve (12) credit hours. An Educational Institution is any school, college, or university that meets one of the following:

1. The institution is operated or directly supported by the United States, by a State or local government, or its subdivisions; or
2. The institution is approved or accredited by a State, or is nationally recognized as an accredited institution; or
3. The institution is unaccredited, but its credits are accepted on transfer by at least three (3) accredited institutions on the same basis as if the credits had been transferred from an accredited institution.

Note: This definition includes public and private schools, trade/vocational schools, and colleges/universities that meet the requirements of (1), (2), or (3) above.

**GRIEVANCE.** Any dispute which a Homebuyer or Tenant may have with respect to a HHD action or failure to act in accordance with the Lease Agreement, HHD rules and/or policies which adversely affect the Homebuyer or Tenant.

**GUEST OR VISITOR.** Any person who is not a member of the family composition and who does not live in the home, but who is at the home to visit a household member with the consent of any member of the family household.

**HANDICAPPED PERSON.** See Person with Disabilities definition.

**HEAD OF HOUSEHOLD.** The Head of Household is the primary or designated adult family member who is held responsible and accountable for the family and the Lease.

**HOMEBUYER** The member or members of a household who have executed a Homeownership Agreement (i.e., a Mutual Help and Occupancy Agreement ("MHOA") or Lease-Purchase agreement) with HHD under a Homeownership Program.

**HOMEOWNER.** A former homebuyer who has achieved homeownership.

**HOMEOWNERSHIP LEASE AGREEMENT.** Also referred to as "Lease Agreement" or "Lease", an agreement between HHD and a Homebuyer containing the terms and conditions of the Homebuyer's and HHD's responsibilities, i.e., the MHOA and the Lease-Purchase Agreement.

**HUD.** The United States Department of Housing and Urban Development.

**IMMEDIATE FAMILY MEMBER.** Any of the following: mother, father, daughter, son, brother, sister, grandmother, grandfather, siblings of mother and father, including step relatives of any of the named family members.

**INDIAN AREA.** The area within which HHD is authorized to provide assistance for affordable housing.

**RENTAL AGREEMENT.** Refers to the Low-Rent Rental Agreement.

**LEASE-PURCHASE AGREEMENT.** The lease agreement signed after the year 2006 and thereafter.

**LIVE-IN AIDE.** A person who resides with an elderly, disabled, or handicapped person or persons and who:

1. Is determined by HHD to be essential to the care and well-being of the person(s)
2. Is not obligated for support of the person(s); and
3. Would not be living in the unit except to provide necessary supportive services.

**LOW INCOME FAMILY.** A family whose Annual Family Income does not exceed eighty percent (80%) of the median income for the area as determined by HUD with adjustments for smaller and larger families.

**MAINTENANCE.** The work required to be done on the unit and its components (including appliances, water heaters, air conditioners, faucets) on a regular basis so that they may be utilized at their original or designed capacities. Maintenance includes, but is not limited to, adjusting, cleaning and lubricating mechanical components such as furnaces and hot water heaters; painting; patching roofs, gutters, downspouts, and flashing; pest control; repairing plumbing fixtures, replacing worn parts; and caulking. Repair is defined as the restoration of the unit and its components to a condition substantially equivalent to their original capacity. Replacement is defined as the substitution of component parts of the unit or equipment to extend their useful life.

**MEDICAL EXPENSES.** The amount by which 3 percent of the Annual Family Income of the family is exceeded by the aggregate of:

1. Medical expenses, in the case of an elderly or disabled family member; and
2. 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.
3. A family may claim a deduction for medical expenses that are: (1) not reimbursed or covered by some other source; and (2) exceed 3% of annual family income. Medical expenses include the following:
  - a. Services of physicians or other health care providers
  - b. Services of hospitals or other health care providers
  - c. Medical insurance premiums
  - d. Prescription and non-prescription medicine
  - e. Dental expense
  - f. Eyeglasses and eye examinations
  - g. Medical or health products or apparatus (hearing aids, wheel chairs, etc.)
  - h. Live-in or periodic medical care
  - i. Periodic payments on accumulated medical bills

**MENTAL INCAPACITY.** Incapable of understanding and acting with discretion in the ordinary affairs of life, such as the inability to think for oneself or to make decisions necessary to carry out daily activities.

**MEPA.** See "Monthly Equity Payments Account".

**MHOA.** See "Mutual Help and Occupancy Agreement".

**MONTHLY EQUITY PAYMENTS ACCOUNT ("MEPA").** The account that exists under a MHOA. The account may be accessed by HHD for emergency repairs on the unit that the Homebuyer fails to make.

**MILITARY SERVICE OF THE UNITED STATES.** The armed forces of the U.S. Government consisting of the Army, Navy, Air Force, Marine Corps, and Coast Guard. Such service does not include the Merchant Marines, Red Cross, or any other organization not actually part of the Military or Naval Service of the United States.

**MINOR.** A person less than 18 years of age, except that a Head of Household, a Spouse, and an unborn child shall not be considered minors.

**MUTUAL HELP AND OCCUPANCY AGREEMENT ("MHOA").** A lease with option to purchase agreement signed by a Homebuyer. The MHOA was utilized by HHD prior to 2007. Beginning in 2007, HHD discontinued the use of MHOAs and began utilizing the Lease-Purchase Agreement. MEPA Accounts exist under a MHOA.

**NAHASDA.** The Native American Housing Assistance and Self-Determination Act of 1996, found at 25 U.S.C. 4101. The federal regulations implementing NAHASDA are found at 24 CFR Part 1000. Both are found in the Reference Section of these policies.

**NEAR ELDERLY PERSON.** A person who is at least 55 years of age and is less than 62 years of age.

**PERSON WITH DISABILITIES.** Person with disabilities means a person who—

1. Has a disability as defined in section 223 of the Social Security Act;
2. Has a development disability as defined in Section 102 of the Developmental Disabilities Act and Bill of Rights Act;
3. Has a physical, mental, or emotional impairment which:  
  
Is expected to be of long, continued, and of indefinite duration;

Substantially impedes his or her ability to live independently; and

Is of such a nature that such ability could be improved by more suitable housing conditions.

4. The term “person with disabilities” includes persons who have the disease of acquired immunodeficiency syndrome.
5. Notwithstanding any other provision of law, no individual shall be considered a person with disabilities, for purposes of eligibility for HHD housing, solely on the basis of any drug or alcohol dependence.
6. For purposes of this definition, the term “physical, mental, or emotional impairment” has the same meaning as an “individual with handicaps” set forth at 24 CFR 8.3, which includes, but is not limited to:
  - a. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological, musculoskeletal, special sense organs, respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or
  - b. Any mental or psychological condition, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.
  - c. The term “physical, mental, or emotional impairment” includes, but is not limited to, such diseases and condition as orthopedic, visual, speech, and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, mental retardation, emotional illness, drug addiction and alcoholism.

**RECERTIFICATION.** The process of reviewing and verifying the family income and composition, all applicable deductions that the family may be eligible for, and to recalculate the Required Monthly Payment.

**RENTAL LEASE.** The lease between the Tenant and HHD for occupancy of a rental unit by the Tenant; also referred to as Rental Agreement.

**SEASONAL EMPLOYMENT.** Temporary work for a period no more than five (5) months.

**SPOUSE.** The husband or wife of the head of household.

**SUBSTANDARD HOUSING.** Substandard housing includes housing that (1) is dilapidated; (2) does not have operable indoor plumbing; (3) does not have a usable bathtub or shower inside the unit for the exclusive use of a family; (4) does not have a usable flush toilet inside the unit for the exclusive use of a family; (5) has inadequate or no electrical wiring system in the unit; (6) has inadequate or unsafe heating facilities; (7) is a single family unit occupied by two or more families, and (8) has been declared unfit for habitation by a governmental body or agency.

**TENANT.** A person who occupies or has the right to occupy a housing unit in a project operated by HHD by virtue of having signed a rental lease with HHD.

**TEMPORARY.** Any length of time not to exceed ninety (90) days or three (3) months. This definition will be used in reviewing and making determinations regarding any income and occupancy issues.

**TOTAL FAMILY INCOME.** See "Annual Family Income and Exclusions".

**UNIT.** See definition of "Dwelling unit".

**VEHICLE.** Any motorized carrier that operates on two or more wheels intended to provide transportation.

**VETERAN.** Any person who has served in the military service of the United States at any time and has been discharged under honorable conditions.

**WELFARE ASSISTANCE.** Welfare or other payments to families or individuals, based on need, that are made under a program funded, separately or jointly, by Federal, State or local governments. See also definition of Annual Family Income.

**HHD.** The Hualapai Housing Department.

**HUALAPAI TRIBAL MEMBER.** An enrolled member of the Hualapai Tribe as defined in the Hualapai Tribal Constitution; also referred to as "tribal member" in this Policy.

## **SECTION XV.      APPENDIX**

- I.      Introduction
- II.     Admission requirements
- III.    Application and selection
- IV.    Occupancy requirements
- V.     Homeownership program
- VI.    Rental program
- VII.   Policies and rules applicable to homeownership and rental programs
- VIII.  Transfers between units within rental programs
- IX.    Conversion of unit from one program to another
- X.     Collection
- XI.    Non-compliance with lease; Termination of the lease
- XII.   Grievance procedures
- XIII.  Preference specifications
- XIV.  Definitions
- XV.   Appendix

## REFERENCES

NAHASDA (25 U.S.C. 4101)

NAHASDA regulations (24 CFR Part 1000)

Indian Self-Determination and Education Assistance Act (25 U.S.C.  
Section 450e(b))





## HUALAPAI HOUSING

Hwal'bay Ba:j Wayo:wo'jo

600 Highview Street 0 P.O. Box 1300 Peach Springs. Arizona 86434

Phone (928) 769-2274 Fax (928) 769-2703



## 2019 Fair Market Rents -Mohave County

### Bedrooms

2	3	4	5
\$776	<b>\$1,119</b>	<b>\$1,218</b>	<b>\$1,401</b>

### 65% ofFMR

2	3	4	5
<b>\$ 504</b>	<b>\$ 727</b>	<b>\$792</b>	<b>\$911</b>

### Fair Market Rent Percentage Change Since 1988

The affordable housing industry has long used the FMR as barometer for local rents. Though the geographic areas FMR's are based on are broad and there are often wide variations in neighborhood rents throughout an MSA, in general, the FMR is one of the best quick tools one can use to judge housing costs in a place.

Taking a look at historic FMR' s in Mohave County and found that they have risen an average of 1.90% year over year. The first year sample is from 1985 when the two bedroom FMR was \$328. That same 2 bedroom apartment rent had increased to \$769 by 2013. In 1994 the two bedroom FMR in Mohave County saw its largest single year increase going up by 8.23%

It's also interesting to look at the FMR compared to the Consumer Price Index's housing index to understand how Mohave County rents have fluctuated in comparison to the rest of the Nation. The Consumer price index grew an average of -0.89% year over year. The two bedroom FMR in Mohave County has grown faster than the CPI indicating faster than average rent growth in the market.

The largest single year of 2 bedroom FMR growth was in 1994 at 8.23% while the smallest year of growth was 2006 with a 28% decrease.