

DELAWARE TRIBE OF INDIANS

Delaware Tribe Housing Program

Eligibility, Admissions and Occupancy Policy

Approved by the Delaware Tribal Council

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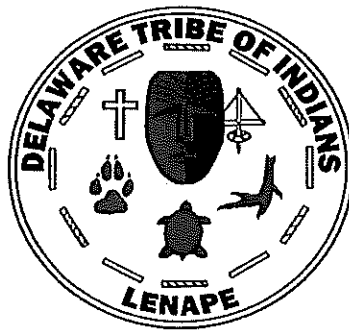


Table of Contents

Section 1.	Introduction
Section 2.	Resident and Guests
Section 3.	Unlawful Conduct
Section 4.	Application
Section 5.	Waiting List Organization
Section 6.	Applicant Files
Section 7.	Eligibility
Section 8.	Additional Criteria for Admission
Section 9.	Verification
Section 10.	Basis for Eligibility
Section 11.	Selection
Section 12.	Program Rent & Other Payments
Section 13.	Recertification Process
Section 14.	Income
Section 15.	Inspection
Section 16.	Utilities
Section 17.	Move-In Process
Section 18.	Move-Out Process
Section 19.	Occupancy
Section 20.	Continued Occupancy
Section 21.	Maintenance and Repair
Section 22.	Housekeeping Standards
Section 23.	Residential Rules and Restrictions
Section 24.	Alteration and Improvements

Section 25.	Assignment and Subletting
Section 26.	Transfers
Section 27.	DTHP Policies
Section 28.	Risk of Loss/Insurance
Section 29.	Appliances
Section 30.	Abandonment
Section 31.	Succession
Section 32.	Termination
Section 33.	Due Process of Notification
Section 34.	Waivers
Section 35.	Modifications
Section 36.	Number and Gender
Section 37.	"One Strike, You're Out"

SECTION 1: INTRODUCTION

- A. **Summary:** These policies describe the Delaware Tribe Housing Program (DTHP) requirements for admissions and occupancy for the DTHP housing programs. Additionally, the Sections contained in this policy describe the process to be used for other programs, unless otherwise specifically stated in that specific program policy. Preference will be given to all Delaware families who are enrolled members of the Delaware Tribe. In order to maintain continued occupancy, at least one of the applicants must be an enrolled member of a federally recognized tribe.
- B. **Purpose of Policies:** Policies have been prepared to provide direction to the staff for admission of families in the programs and for administration of the requirements governing their occupancy. The programs will be implemented by DTHP Staff. Staff will conduct a reasonable and broad based effort to solicit and accept applications from all interested families.
- C. **Applicability of Policies:** All participants are subject to the policies of the DTHP as they now exist or as they may hereafter be amended.
 - 1. All DTHP HUD low-rent programs are subject to this policy. Other DTHP existing and future programs, including homeownership opportunity programs (i.e., lease with option to purchase, Mutual Help, DTHP designed programs, etc.) and rental assistance programs are subject to the standards contained in this policy unless specifically stated in the applicable program lease/use and occupancy agreement, regulations, or policy. The Tribal Council and staff will comply with all applicable laws and regulations of the Department of Housing and Urban Development (HUD), particularly CFR 1000. Additionally, council members and staff must be in compliance with applicable state and federal laws and regulations, and DTHP policies. Failure of staff or Council members to be in compliance will be addressed through disciplinary action that could result in termination of employment or removal from the Council.

SECTION 2: RESIDENTS AND GUESTS

- A. Residents shall respect the peaceful enjoyment of the community and see that their guests do the same. It is the responsibility of the Resident to keep their children under control at all times. Neither Resident, their children, guests, pets nor any other person staying or visiting the Resident shall cause unreasonably loud or disturbing noise, especially between the hours of 10 p.m. to 8 a.m.
- B. Residents are responsible for the actions of occupants of their home, as well as guests.
- C. Residents and their guests shall conduct themselves in a manner which will not disturb the neighbors' peaceful enjoyment of their accommodations. Residents will be conducive to maintaining the neighborhood in a decent, safe and sanitary condition. Excessive alcohol abuse, partying, fighting, quarreling and any other action or activities that interfere with or disturb the health, safety or right to peaceful enjoyment of the premises by other residents is prohibited.
- D. Resident shall refrain from, and to cause his/her household and guests to refrain from destroying, defacing, damaging, or removing any part of the home or grounds.

- E. Resident may be held financially responsible for any damages caused by him/her, his/her household or his/her guests.

SECTION 3: UNLAWFUL CONDUCT

- A. The resident is prohibited from using, causing to be used or allowing being used any part of said rented or leased premises for any unlawful conduct or purposes. Any unlawful conduct is prohibited and may result in eviction and termination of the lease agreement/lease to own agreement.
- B. Residents are requested to notify the local law enforcement agency for the purpose of reporting any suspicion of illegal acts.

NOTE: The DTHP reserves the right to make reasonable modifications to these RULES if needed for health or safety purposes. Residents will be given at least 30 days notice of any such modification.

SECTION 4: APPLICATION

- A. **Application Forms:** There are specific forms that must be used to complete an application depending on the type of assistance for which one is submitting an application. These forms may be supplemented with additional forms as deemed necessary by the Housing Staff for clarification purposes. The application form will be designed by Staff to gather enough information to allow a full assessment of the family's background to determine and verify eligibility, consistent with any applicable federal and DTHP requirements and the requirements of any other funding agency that are applicable at the time of admission.
- B. **Application Process:** Families must submit a full and complete application, including **signed authorization forms for release of information.**
 - 1. In order to be considered for occupancy in any housing program offered by the DTHP, a written (legible) application must be completed and submitted with all required documentation in ink or typewritten.
 - 2. All applications processed by DTHP Staff are entered into the Housing Data Systems (HDS) database.
 - 3. The Staff member receiving an application must note the **date and time** when the application was received.
 - 4. All information provided in the application must be verified and documented before an application is considered complete. In the event there are concerns regarding the information obtained, the Housing Staff will report the concerns to the Director and will request further information for review purposes from the applicant.
 - 5. After reviewing the application data, the Housing Staff will submit the file with a written recommendation for action to the Housing Director for review and action. All recommendations and actions are to be in the form of written documentation.

6. Once the application is complete and eligibility has been determined, the applicant date will be entered into the appropriate Waiting List database and applicant shall be notified.
 7. In the event of a rejection, the Staff will notify the applicant in writing of the basis of the determination and the right to appeal the decision in accordance with the Grievance Policy.
 8. The Housing Staff will prepare a letter notifying the applicant of the resultant placement on the Waiting List.
- C. **Charges:** There is no application fee for DTHP program assistance. Although applicants pursuing homeownership may be responsible for other fees assessed by lenders in the event a resident successfully exercises their option to purchase. Applicants are not responsible for the cost of third party verifications obtained by the DTHP for the purposes of qualifying for a program.
- D. **Communications:** All communications with the applicant must adhere to the following requirements.
1. All official notices must be in writing and signed by a Housing Staff member with a copy maintained in the applicant file.
 2. All verbal communications are to be documented in the applicant file, indicating date, time, content and disposition.
 3. All phone calls are to be returned promptly.

SECTION 5: WAITING LIST ORGANIZATION

Generally, waiting lists management will be in accordance with HUD Handbook 4350.3 Rev. 1 as it now exists or hereafter may be amended.

- D. **Preferences:** It is the goal of the DTHP to provide decent, safe and sanitary housing for all program participants. In accordance with this goal, housing assistance opportunities will be made available in accordance with DTHP established preferences (24 CFR 1000.120). The waiting lists will be organized based on the established preferences. After determining eligibility, waiting lists of potential program applicants will be maintained according to the time and date of application and other pertinent factors as outlined in these policies. These waiting lists will be used by staff in selecting tenants.
1. Preferences are established to ensure that the benefits accrue to enrolled members of the Delaware Tribe. Consequently, the following definitions will apply:
 - DELAWARE FAMILY means at least one member of the household is an enrolled member of the Delaware Tribe.
 - INDIAN FAMILY means at least one member of the household is an enrolled member of a federally recognized tribe.
- A. **Priorities:** The DTHP reserves the right to establish priorities within program preferences.

1. Single enrolled Delaware Tribe members are considered a family, but may have a lower priority than a family of 2 or more.
2. **Waiting List Organization:** The DTHP requires that Waiting Lists are established and maintained for each type of housing assistance program.
3. **Placement on the Waiting List:** This does not guarantee selection. It indicates that at the time of verification and certification, the applicant is eligible for the program and is to be considered for selection.
4. **Removal from the Waiting List:** It is the applicants responsibility to inform the DTHP of any changes in contact information, employment information, etc. that is pertinent to eligibility at time of possible placement. The DTHP requires an updated application from all families on the waiting list every **6 months.** (*Resolution 2016.18*) Families selected for possible placement whose application is over **6 months** old will be requested to update information. The DTHP will make 2 written requests for updated information from the applicant. If applicant does not respond, they may be removed from the waiting list. Written notice of removal from the waiting list will be mailed to the last known address of the applicant.

SECTION 6: APPLICANT FILES

- A. **Filing Requirement:** All applications are filed as active or inactive.
- B. **File Management:** When an applicant is placed on the Waiting List, the application and all the supporting documentation is maintained in the Active File. All applicant files are organized alphabetically.
- C. **Inactive Files:** Applicants who are determined to be ineligible for whatever reason are placed in the Inactive File, organized alphabetically.
- D. **File Retention:** All Inactive Files are retained for a minimum of 3 years. All active files are retained for 5 years after move-out or in accordance with HUD Handbook 4350.3 Rev. 1, whichever is less.
- E. **Confidentiality:** Information contained in DTHP files is confidential. Only those with a need to know have the right to review the contents of applicant files. **Staff** is prohibited from discussing the contents of an applicants' file with anyone other than DTHP Staff. **Tribal officials** must have a court order to access applicant or occupant information unless the applicant or occupant has signed consent to release the information to the requesting party.

SECTION 7: ELIGIBILITY

Specific guidance regarding procedures for determining eligibility are located in the most recent HUD Handbook 4350.3, more specifically in Chapter 3, Eligibility for Assistance and Occupancy, and are hereby incorporated by reference. The following eligibility requirements must be met at a minimum prior to applicant families being considered.

Applicants must meet all of the following eligibility requirements to be eligible for the DTHP's housing program.

A. **Family Composition:** (See CFR 1000l.104 & Section 201 (b) of NAHASDA) Programs managed by the DTHP are provided to eligible Native American/Alaskan/Hawaiian Families. A family can consist of any of the following:

1. Single persons who are otherwise eligible;
2. An Elderly family whose head or spouse is 62 years of age or older;
3. A Near-Elderly Family whose head or spouse is 55 years of age or older but less than 62 years of age;
4. Two or more persons who will live regularly together in the same home, and whose income and resources are available to meet the family's needs, with the following clarifications;
 - There can also be other unrelated persons living in the household, such as foster children; if it is determined the home will not be overcrowded.
 - Persons residing with a family solely because the person is essential to the care of a family member that cannot care for him/herself or to permit the employment of a sole wage earner, such person shall not be considered a family member when determining eligibility.
5. The remaining member of a participant family who is eligible.

B. **Non-Native American Applicants:** See 24 CFR 1000.106, 108, 118 and 201 (b) (3) of NAHASDA. (Exception to Indian family requirement.)

1. Non-Native American applicants may be eligible for housing programs provided that the DTHP has determined, on a case by case basis, that:
 - a. The presence of the family is essential to the well-being of Native American families, and
 - b. The need for housing cannot reasonably be met except under these programs; and
 - c. The family must meet all required eligibility requirements as stated herein.
 - d. Documentation must be specific and in writing detailing the criteria used to support the DTHP determination in favor of such placement. Such documentation may include, but is not limited to, refusal of lending institutions to provide the family with financing, no other housing available that can be found in decent and safe conditions, etc...

- e. Placement of a Non-Native American family shall require the approval of the Tribal Council,
- f. Restrictions on Assistance to Non-Citizens.

C. Social Security Number Requirements: Families must provide Social Security numbers for all family members age 2 and older prior to admission.

D. Submission: All members of the family must submit:

1. Proof of Indian heritage (CDIB) card, tribal membership card, letter from Tribe verifying membership;
2. Certified copy of birth certificate;
3. Drivers License or federal or state issued identification card (for those 16 years of age or older);
4. Social Security documentation; or

E. Verification: (Reference 24 CFR 1000.128) Verification is made by review of a valid Social Security card issued by the Social Security Administration, or, if the applicant is unable to provide a card, through provisions of one of the documents listed below which contain a complete Social Security number for the individual:

1. Identification card issued by a Federal, State or local agency, or by an employer or trade union.
2. Medical Insurance Company.
3. Earnings statement or payroll stubs.
4. Bank Statements.
5. IRS Form 1099.
6. Benefit award notices from government agencies, unemployment agencies or retirement.
7. Fund agencies.
8. Life insurance policies.
9. Court records such as real estate tax records, judgment or bankruptcy records.
10. Passports

Family members age 2 years or older and family members reaching the age of 2 during the year will be required to verify Social Security information at the next scheduled re-examination.

F. Income Limits:

1. To be eligible a family must be a "low income" family, which is a family whose annual income does not exceed 80 percent of the National Median Income. The National Median Income (hereinafter referred to as "NMI") is based on an average national scale of annual income earned by a family of 4 and adjusted by percentages for smaller or larger families. The Tribal Council has adopted the National Median Income. (The most recent NMI chart will be posted for public viewing at the DTHP offices.)
2. According to Federal Regulations a non-low income family, which is a family whose income exceeds 80 percent of the NMI, may participate in a program governed by this policy under conditions specified in 24 CFR 1000.110.
3. The DTHP may use 10 percent of its annual grant amount for families whose income falls within 80 to 100 percent of the NMI without HUD approval.
4. Determination of family eligibility and program type, as governed by this policy, shall be based upon annual income, basic and program specific eligibility requirements and Federal Regulations.

- G. Ability to Enter into Agreement: For a family to be eligible for admission, they must be at least 18 years of age or emancipated by a court order.

SECTION 8: ADDITIONAL CRITERIA FOR ADMISSION

- A. Homeownership/Rental: Past habits and practices with respect to housing occupancy will be assessed to determine eligibility. To be eligible for the programs referred to herein, applicants must be able to comply with program requirements. Also, a family whose conduct in present or prior housing which is likely to diminish the health, safety, welfare, or quiet enjoyment of other participant/homeowners, or adversely affect the project environment, the physical condition of the home or neighborhood, or the DTHP's financial ability to operate the program and enforce participants obligations without undue burden, will not be admitted or assisted.
- B. Outstanding Debt: Applicants who are seeking participation and have outstanding debts with any landlord due to damages and/or neglect to rental properties, or to any utility company which may prohibit the family from obtaining utility services, will not be admitted or assisted. To be considered for placement, the family must repay the debt in full and must supply sufficient documentation of cleared accounts.
1. Past due tax obligations due to the Internal Revenue Service and/or State Tax Commission may be considered for those applying for homeownership programs only. (*Resolution 2015-20*)
- C. Bankruptcy: No family shall be eligible for admission to the Homeownership Opportunity Program (Affordable) if they have filed for bankruptcy under Chapter 7, 11, or Chapter 13 or experienced foreclosure on a home in the previous 2 years of the submitted application. Foreclosure and/or bankruptcy will not prevent a family from participation in the Low Rent program if the family is otherwise eligible.

- D. **Fraud:** No family shall be admitted whose head or co-head committed fraud as a participant or applicant in a housing program administered by the DTHP, other housing authorities or other publicly funded housing programs. Discovery of fraud after admittance into any program may result in immediate termination.
- E. **Drug-related Criminal Activity:** Drug related activity documented during tenancy and occurring on tribal property may be grounds for termination and/or eviction. (refer to 24 CFR parts 5.584 and 5.585)(*Resolution 2015-20*).
- F. **History of Violence:** No family shall be admitted who has a member who has a violent felony conviction, rape conviction, or listed as a sex offender, or has a history of engaging in violent, criminal activity or sexual offenses. (DTHP Eviction Policy and Section 39 of this Policy).
- G. **Ongoing Source of Income:** Applicants must have verifiable employment or non-wage income before admission or verify that their source of income is reliable and will be on-going. If only verifiable source of income is child support, verification must be made through a state or tribal enforcement agency.
- H. **Ability to Perform Financial and Homeownership Maintenance Obligations.** In additions to the above eligibility criteria, applicants must demonstrate their ability and willingness to maintain the home. This ability must include the financial resources available for maintenance purposes and the physical abilities of the family members to perform this maintenance, or the ability of the family to access maintenance services. Past homeownership/rental history, past performance in meeting financial responsibilities regarding rent or house payments, living and housekeeping habits, which may be damaging to the health, safety or welfare of other tenants or such living habits that may be damaging to the unit and common grounds shall be considered by the DTHP.
- I. **Factors and Information to be Assessed to Determine Eligibility:** Eligibility will be determined by reviewing such factors, but not limited to, as:
- Previous occupancy with the DTHP and other federal, state or publicly funded housing programs.
 - Landlord references.
 - Employment history.
 - Credit reports may be required for HOP. (*Resolution2015.20*)
 - Criminal background checks.
 - Information relevant to family exemptions shown on recent IRS forms
- J. **Present or Previous Homeownership:**
1. If a family presently owns a home they shall not be eligible for the programs referred to herein. An exception to this may include individuals living in substandard housing (as

determined by Housing Inspector or designated appointee) or those who have lost their homes due to natural disasters or government buy-outs. (2. Omitted: *Resolution 2015.20*)

K. **Criminal Activities of Any Kind:** Such factors as the length of time since the last evidence of such activities, the seriousness of the activity and/or conduct and the record of rehabilitation efforts on behalf of the family member(s) may be relevant in consideration of admission.

L. **Prohibition of Preference for Drug-Related Criminal Activity:** The DTHP shall not give any preference to an applicant if any member of the family was evicted from assisted housing because of drug-related criminal activity during the 5 years prior to the application date. Preference may be granted if the applicant clearly establishes, and the DTHP determines that, in fact, one of the following circumstances:

1. The evicted person has successfully completed a rehabilitation program approved by DTHP with completion certificates; and
2. The evicted person did not participate in or know about the drug-related criminal activity; or
3. The evicted person no longer participates in any drug-related criminal activity and has no record of activity during the last 5 years prior to application.

M. **Financial Responsibilities:** Such factors as the attempt of the family to repay all past debts, to work with local agencies which specialize in credit counseling, willingness of the family to increase family income by attending school, actively seeking other training or verifiable use of employment programs may be relevant in consideration of admission.

a. **Negative References:** An applicant for home ownership may have their credit history considered for participation in the program. (*Resolution 2015.20*)

b. **Previously Assisted DTHP Resident:** No applicant, spouse or co-head or applicant who has an outstanding debt to the DTHP or whose participation was terminated by the DTHP will be eligible for assistance until the following conditions are satisfied:

1. **Voluntary Termination:** Any outstanding debt from an applicant or an applicant's spouse or co-head member must be paid in full prior to consideration.
2. **Involuntary Terminations or Abandonment:** Any applicant whose assistance was terminated by the DTHP or who was evicted for nonpayment or noncompliance will not be considered eligible for a period of 1 year from the date past debt to the DTHP is paid in full and verification from the current landlord who verifies that the applicant had a satisfactory payment/rental history is obtained. Any outstanding debt from an applicant or an applicant's spouse or co-head member must be paid in full prior to consideration.

SECTION 9: VERIFICATION

Procedures for verification will be in accordance with the verification guidelines outlined in the most recent HUD Handbook 4350.3

- A. **Verifiable Information:** All information must be verifiable. Verification, to the greatest extent possible, shall be obtained through a third party and in accordance with HUD Handbook 4350.3, as it now exists or is hereinafter amended. Handbook 4350.3 is hereby incorporated by reference. The procedures for income verification are detailed in Handbook 4350.3 in Appendix 3, Acceptable forms of Verification and Appendix 15, Verification and Consent Guidance and Sample Formats, although the DTHP reserves the right to develop their own forms.
- B. **Verification of Annual Income:** Anticipated annual family income for admission will be determined by Staff on the basis of verification of income at the time of initial application, unless otherwise stated in the program policy or regulations. IRS verification may be used in addition to other income verifications. To remain on the waiting list, applicants must inform Staff in writing of any changes in income, as they occur. Staff will re-verify eligibility of the applicant based on any change of income and ensure that the applicant meets all eligibility requirements for admission. Should an applicant become ineligible based on a change in income, Staff will notify the applicant in writing that he/she may no longer qualify for admission into the program. In addition to income changes, disqualification may also be caused by program and policy changes.
- C. **Verification Time Frame:** Applicant information will be verified as soon as possible after submission of an application. Verifications are only **good for 6 months** and must be recertified prior to occupancy. See HUD Handbook 4350.3 Rev. 1 for additional guidance.
- D. **Verification Data:** Verification and data are to be reviewed and evaluated as they are received for completeness, adequacy, and conclusiveness. Where 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. The DTHP has the right to ask for any information from the applicant that the DTHP deems necessary to completing the process. See HUD Handbook 4350.3 Rev. 1 for additional guidance.
- E. As verification of all necessary items for each application is completed, a summary of the verified information is to be prepared and filed in the tenant's folder.

NOTE: SEE THE MOST CURRENT HUD HANDBOOK 4350.3 REV. 1 FOR ADDITIONAL GUIDANCE.

SECTION 10: BASIS FOR INELIGIBILITY

The reasons for a determination of ineligibility are based on DTHP policies and other applicable program concerns or regulations. Although an applicant may meet the basic criteria for eligibility, any number of reasons can form the basis of a determination of ineligibility. Families who have applied for housing or who have applied to add an additional occupant, and who, for any reason, have been determined to be ineligible will be notified by Staff in writing, stating the reasons for their ineligibility. The family would then be entitled to a hearing through the means adopted for administrative remedies (DTHP Grievance Policy). All information relative to the rejection of an applicant family must be documented and placed in the applicant's file for future reference.

- A. Failing to repay previous debts owed to any housing program, including DTHP or other HUD program.
- B. Fraud in connection with any HUD program, including DTHP or failing to disclose previously committed fraud in connection with any HUD program.
- C. Prior crime(s) of a sexual or violent nature.
- D. Non-cooperation. Refusing or failing to complete required forms or to supply requested information.
- E. Applicants who appear on HUD's List of Suspensions, Debarments and Limited Denial of Participation (EPLS).
- F. The applicant family does not meet the income requirements.
- G. Lack of documented, verifiable information.
- H. The applicant previously participated in the DTHP's homeownership program (the only exception for eligibility may be a divorce).
- I. The applicant family has a record of unsatisfactory performance in meeting past financial obligations.
- J. Applicant family has a record of destruction of property, acts which would imperil the health, safety or peaceful occupancy of neighbors, and/or disregard for the rights of others and the rules of occupancy.
- K. The applicant family has a record of any illegal activity which would impair the physical or social environment of the surrounding neighbors, including but not limited to trafficking in drugs, use and/or possession of drugs, prostitution, and possession of explosives, illegal possession of firearms, and crimes of violence against persons or property.
- L. The applicant family has a history of unsanitary or poor housekeeping habits.
- M. The applicant family has provided false information on the application or other application on file with DTHP.
- N. The applicant family has a history of lease violations.
- O. DTHP participants who were evicted for non-payment of any financial obligation to the DTHP will be denied participation in DTHP housing assistance programs for at least 1 year from the date on which all DTHP debt has been repaid and evidence of a good credit history is verifiable.

- P. DTHP participants who were evicted for violations due to acts which threatened the health, safety and welfare or peaceful enjoyment of others will be denied participation in DTHP housing assistance programs for at least 3 years and references are positive.

SECTION 11: SELECTION

Initially, an applicant has completed an application which provides sufficient information to be placed on the Waiting List. Waiting List applicants may update their information at any time. When an appropriate unit becomes available, the DTHP staff with assistance from The Housing Committee will determine if the applicant meets the qualifications for the specific program. The applicants are notified of selection and the need to complete and update the application so that all information is current. Verification begins when a formal application is completed. During the verification process, the DTHP staff will determine if the applicant meets the qualifications for the specific program.

- A. Upon availability of a DTHP home, the DTHP Staff will notify the top applicant from the appropriate waiting list.
1. Send written notice to top applicant on the appropriate waiting list.
 2. Respondents submit notice of interest by deadline date.
 3. Staff requires meeting with family to provide orientation and update DTHP requested information for verification.
 4. Staff verifies all information and determines income and program eligibility.
- B. Applicants may receive up to two (2) housing opportunities before being removed from the Waiting List. Removal from the Waiting List does not necessarily prohibit applicant from submitting a new application for consideration.
- C. Selection of seniors for the elder apartments will be based on the following qualifications:
1. In order to qualify for the Elder Apartments applicants must be an enrolled member of a federally recognized tribe/Delaware preference
 2. Must be 55 years of age or older.
 3. Must be able to meet NAHASDA Income eligibility requirements.
 4. Must not currently own a home. (*Resolution 2015-20*)

D. Preference Points

Eligible applicants will be selected for dwelling units, which meet the needs of their family according to the Occupancy Standards. Applicants will be selected in the following order.

- 1000 Points – Emergency. For the purposes of this policy an “emergency” shall be defined as a loss of housing due to being displaced by governmental action or a natural disaster (i.e., fire resulting from any cause other than illegal activity, tornado, flood, etc.).

- 400 Points – Person(s) having Certificate of Degree of Indian Blood (hereinafter referred to as “CDIB”) cards, tribal enrollment cards, or who can demonstrate that they are enrolled Delaware Tribal members.
- 300 Points – Person(s) that are the parent, custodial parent or that have full guardianship of a child or children who possess proof of being an enrolled member of the Delaware Tribe.
- 200 Points – Person(s) having CDIB cards, tribal enrollment cards, or who can demonstrate that they are enrolled members of a federally recognized tribe.
- 100 Points – Person(s) that are the parent, custodial parent or that have full guardianship of a child or children who possess proof of being an enrolled member of a federally recognized tribe.
- 10 Points – Regular verifiable monthly income. (ie Employment, Social Security and Disability income, etc.) (Resolution 2024–19)
- 5 Points – Law Enforcement.
- 3 Points – Existing resident.
- 1 Point – Veteran.
- 1 Point – Professional (i.e., fireman, teacher).
- 1 Point – Elder.

SELECTION 12: PROGRAM RENT & OTHER PAYMENTS

This section describes the rental payments required and, if applicable, any additional required payments. HUD Handbook 4350.3, Chapter 5, Determining Income and Calculating Rent, as it currently exists or as it is hereinafter amended shall supply the guidelines and the definitions to be used to calculate rents.

- A. **Certification & Recertification:** Staff will verify and certify a selected family’s composition, income and earnings prior to initial occupancy and at least annually for continued eligibility and occupancy. Tenants are required to report all changes in family composition income and assets as they occur. A tenant family who cannot regularly meet the minimum house payment or rent may not be permitted to stay in the program.
- B. **Tenants are required to report changes:** Family circumstances (such as an increase or decrease in income) must request an interim re-certification. In the event the rent is decreased in accordance with this provision, the tenant is required to report changes in family circumstances which would result in an increased rent (such as a raise or new job) which occurs prior to the next regular annual recertification.

1. The tenant must furnish DTHP, once a year or more often as requested by the DTHP, accurate documentation as required by the DTHP concerning income, employment, assets and family composition for use by DTHP as to whether the tenant continues to be eligible for the program.
 2. A failure to provide accurate and complete information within 14 days of the request may be considered grounds for termination of participation in the program.
 3. If it is found that the tenant now or hereafter intentionally or unintentionally misrepresented to DTHP his/her income, employment, assets or family composition, then in that event the rent/house payment will be adjusted retroactive to the date of the prior determination and may be considered grounds for termination of participation in the program.
 4. In the event of any rent/house payment, DTHP will provide a Notice of Rent/House Payment Adjustment to the tenant that shall include the effective date of new rent/house payment change.
 5. If DTHP determines that because of a decrease in the tenant's income that the tenant is no longer eligible for the program, the rent/house payment may decrease to \$0 for a period not to exceed 90 days, pursuant to verification of loss of income. During which time tenant will be required to attend monthly meetings with the DTHP Staff to renew \$0 income status. If tenant is unable to obtain verifiable income during this period, participation in the program will be terminated 30 days from the date of notice that the tenant no longer qualifies for the program.
- C. **Late Payments:** If the required rental payment is not received by close of business on the 10th day of the month, DTHP staff will assess a \$10 fee on the account. Efforts to collect delinquencies will be in accordance with DTHP Collection and Eviction Policy.
- D. **Application of Payments:** Payments made as rent/house payments may be applied at DTHP discretion to any outstanding balances which may include rent/house payment, or any other balances owed.
- E. **Partial Payments Conditions:** The DTHP retains the right to accept partial payments according to the DTHP Collection Policy. DTHP's acceptance of any such partial payments does not constitute waiver of DTHP's rights to collect balance in full.

F. **Program Specific Requirements:**

Payments for Low Rent Housing

1. Rent Calculation will be based on 25% of the adjusted gross income of the household.
2. Rent calculation for NAHASDA rentals will not exceed 30% of adjusted gross income.
3. Gross Annual Income will be adjusted by the following deductions:

- Dependents \$480
- Documented child care up to age 13
- Elderly deduction of \$400 per elderly household
- Travel \$1,300 for employment-or-education related travel

Ceiling Rents for Low Income Rentals: Fair market rents for the area as published by HUD annually will be the basis for establishing ceiling rents for low rent units. However, the DTHP reserves the right to establish ceiling rents based on a cost analysis of rental receipts and operating cost. Therefore, ceiling rents have been established as follows:

- Elder units \$200
- 1 Bedroom unit \$250
- 2 Bedroom unit \$300
- 3 Bedroom unit \$350
- 4 Bedroom unit \$400

Payments for Mutual Help

- House payment calculations will be based on 15% of adjusted gross income of the household.
- House payment calculations will not exceed 30% of adjusted gross income per NAHASDA.
- Gross Annual income will be adjusted by the following deductions.
 - Dependents \$480
 - Documented child care up to age 13
 - Elderly deduction of \$400 per elderly household
 - Travel \$1,300 for employment-or education related travel

G. Deposits and Rent Charges: Families in the DTHP rental program are required to pay a Security Deposit on the rental unit prior to moving in. Security Deposit requirements are as follows:

Delaware Acres Complex and The Lodges:

Elder Participants (1 and 2) Bedroom	\$75.00
Non-Elder Participants:	
1 Bedroom	\$100
2 Bedroom	\$200

Lenape Acres Complex:
(Elder Participants Only) \$75.00

Secondine I, Secondine II and Non-Cluster Units:
2 Bedroom Unit \$200
3 Bedroom Unit \$300
4 Bedroom Unit \$400

According to the DTHP Dwelling Lease, the resident may terminate the dwelling lease at any time by giving 30 days written notice. If the resident does not give 30 days notice, the DTHP may charge the resident 30 days rent from the actual move-out.

DTHP rental participants are required to pay a pet deposit. (**DTHP Pet Policy**).

At the expiration of the term of the Dwelling Lease or other termination, the deposit or remainder thereof shall be refunded to the person listed as Head of Household on Agreement if there is no damage to the property beyond ordinary wear and tear, no parts or household fixtures require replacement, and the property is in the same condition of cleanliness and the following conditions are met:

1. The Move-In Inspection form will be used to determine the condition and cleanliness of the premises at the beginning and termination of tenancy;
2. There are no unpaid late charges, delinquent rents, or any other unpaid charges;
3. All keys are returned (Rental charges will continue until all keys are returned or a written signed letter from the lessee(s) stating that the keys are lost is received at the DTHP office);
4. All debris, rubbish and discards are placed in proper disposal containers, and;
5. Forwarding address is left with DTHP.

SECTION 13: RECERTIFICATION PROCESS

Procedures for recertification will be in accordance with the recertification guidelines outline in HUD Handbook 4350.3 Rev 1 as it now exists or is hereafter amended.

- A. **Purpose:** Recertification is conducted to assist tenant in meeting the obligations of the Program.
- B. **Frequency:** All tenants must complete a recertification annually. Tenants must report whenever a change in income or family composition occurs. Interim recertification shall be conducted if a tenant reports an increase in income of \$200 or more a month, change in family composition or any decrease in income.

Any new additions 18 years and older to the household must apply for occupancy and meet the requirements of the program.

Failure to report the occurrence of changes and complete the required forms may result in retroactive rent charges or other action appropriate to the violation.

- C. **Process:** To assure that the data upon which the determination of eligibility for continued occupancy, rent to be paid, and size of dwelling required are to be based are full, true and complete, the information submitted by each tenant is to be verified before any changes can take effect. Complete and accurate verification records are to be maintained in the tenant's folder.
- D. **Release of Information:** When verifying and certifying income for eligibility, all adult family members 18 years and older shall provide appropriate authorizations for release of information, so Staff can obtain third party verification. Each family must furnish information about the amounts and sources of all income to the household and may be required to produce tax returns, paycheck stubs and any other evidence of income. Failure to provide the authorizations may be grounds for denial and/or termination of assistance.
- E. **Adjustments:** Adjustments will be made only after a thorough review of the household's anticipated income and will be made on a case-by-case basis.
- F. **Verification of Data:** Verification of data is to be reviewed and evaluated as they are received for completeness, adequacy, and conclusiveness. Where the information received is not completely adequate in all respects, follow-up or new efforts to obtain such information are to be made and carried through to conclusion. The DTHP has the right to ask for any information from the applicant that the DTHP deems necessary to complete the process. (Section 7, Verification)
- G. **Verification Summary:** Section 7, Verification
- H. **Certification:** As part of the record of each family reexamined, a Staff member is to complete an itemized work sheet and a notice of rent adjustment, which is to be filed in the tenant's folder. Copy of each will be mailed to the participant.
- I. **Retroactive:** If the reexamination discloses that the tenant, at the time of admission or at any previous reexamination, made misrepresentations, intentional or unintentional, which have resulted in the paying of a lower rent and fee than he should have paid, the tenant may be required to pay the difference between what was paid and what should have been paid.

If it is found at the time of reexamination or at any time that the tenant has failed to report other changes in family circumstances and such changes would have required the tenant to pay a higher rent, the increased rent is to be made retroactive to the month following the date on which the change of circumstances occurred.
- J. **Concerns:** In the event there are concerns regarding the information obtained, the Staff will report the concerns to the Housing Director. The Housing Director will review the information and make a determination.
- K. **Notices:** The tenant will be notified in writing when they are required to recertify.

- L. **Reporting:** A monthly report of the status of re-certifications will be completed by the Housing Staff to the Tribal Council.

SECTION 14: INCOME

- A. **Policy:** It is the policy of the DTHP to use the definitions of income (e.g., IRS, Census and Section 8) most advantageous to the family or to the housing entity as provided by NAHASDA.
- B. **Applicable Definition:** The DTHP will primarily use the meaning of annual income as defined for HUD's Section 8 programs in 24 CFR part 5, subpart F. In using the HUD's Section 8 program definition of annual income the DTHP will exclude from annual income any amounts that are on the list of Federally Mandated Exclusions as amended time to time in the Federal Register. Household income will be used as the basis for calculating the house payment for all programs.
- C. **Meaning of Annual Income:** Annual Income is defined in accordance with SECTION 8 and 24 CFR Part 5, subpart F (SECTION 5.609). The implementing handbook, HUD Handbook 4650.3 Rev. 1 will apply.
- D. **Calculation of Income:** Income will be calculated in accordance with the procedures outlined in HUD 4350.3 Rev. 1 as it now exists or is hereafter amended. Household income will be used as the basis for calculating the house payment for all programs.
- E. **Verification:** SECTION 1000.128 of NAHASDA requires the DTHP to verify that the family is income eligible based on anticipated annual income. The family household's annual income may not exceed the applicable income limits set forth by NAHASDA Guidance, Income Limits. Each year this guidance is revised and shall supersede the previous year's guidance.
- F. **Documentation:** The family is required to provide verifiable income documentation to verify income and to qualify for deductions. The DTHP is required to maintain the documentation on which the determination of eligibility and income are based. The DTHP will require a family to periodically verify its income in order to determine housing payments, fees, household composition, or continued occupancy.
- G. **Income Limits:** Whenever NAHASDA funds are used to assist a family, the DTHP will utilize the HUD National Median Income Limits as amended annually as the applicable income limits, unless otherwise required by other program policy or regulations. The applicability of gross or adjusted income is specified by the applicable program.
- H. **Zero Income:** Program participants' rents may decrease to \$0 for a period not to exceed 90 days pursuant to verification of loss of income. During which time tenant will be required to attend monthly meetings with the DTHP Staff to renew \$0 income status. If tenant is unable to obtain verifiable income during this period, participation in the program will be terminated 30 days from the date of notice that the tenant no longer qualifies for the program.

SECTION 15: INSPECTION

See DTHP Inspection Policy

SECTION 16: UTILITIES

- A. **Tenant Responsibility:** The tenant shall be responsible for paying for utility services required on the premises, including water, sewer, solid waste assessment, and gas, and electric charges. Prior to execution of the Agreement, the tenant shall furnish to the DTHP evidence that all arrangements with the proper utility companies for commencing services in the tenant's name have been completed.
- B. **Non-Compliance:** Failure on the part of the tenant to provide all necessary utility services, including payment for utilities or deposits for utility services, during any part of the term of this Agreement may be grounds for immediate termination of the Agreement. Tenants will have 3 business days to provide evidence to the DTHP that any or all of the services have been fully restored. Failure to comply may initiate a notice to vacate.

SECTION 17: MOVE-IN PROCESS

- A. **Move-In Inspection:** A move-in inspection will be conducted on the date of admission into the Program by Housing Personnel and the tenant to verify the unit is in standard condition, is ready for occupancy, and to note any needed repairs or deficiencies. The Move-In Inspection provides the information that is used to compare to the information gathered during the Move-Out Inspection process. A comparison of both inspection forms provide the basis for determining whether or not the unit is in the same condition as it was when it was first occupied.
- B. **Documentation Requirements:** A DTHP Move-In Inspection Form must be used to document the move-in process. The tenant must sign and date the Move-In Inspection Form to verify the tenant's acceptance of occupancy and the condition of the premises. The Housing Personnel must also sign the Move-In Inspection Form. Minor deficiencies that are readily reparable must be noted and a work order issued to make the repairs at the DTHP's expense. Any major deficiency must be corrected before occupancy can be permitted.

SECTION 18: MOVE-OUT PROCESS

- A. **Move-Out Inspection:** A Move-Out Inspection will be conducted within 24 hours of obtaining legal possession of the unit. The Move-Out Inspection provides the information that is used to compare to the information gathered during the Move-In Inspection process. A comparison of both inspection forms provide the basis for determining whether or not the unit is in the same condition as it was when it was first occupied except for normal wear and tear.
- B. **Documentation Requirements:** A DTHP Move-Out Checklist and an Inspection Form must be used to document the move-out process. The tenant must sign and date the Move-Out Inspection Form to verify any tenant damage, document any needed routine repairs, etc. The Housing Staff must also sign the Move-Out Inspection form. Any deficiencies are noted and a work order issued to make the repairs.

SECTION 19: OCCUPANCY

- A. Only the persons listed on the Agreement will be permitted to occupy the unit. The DTHP must be immediately notified if changes to the household occur. Occupancy by any persons is subject to the eligibility requirements of the relevant DTHP Program. Eligibility must be certified prior to any additional persons taking occupancy.
- B. **Exclusive Use:** The premises are intended for the exclusive use and occupancy of those on the Agreement. Guests or visitors of the tenant may be accommodated no longer than a period of 30 days. "Guests" means person(s) in the unit with the consent of the tenant. If any visit will extend beyond 30 days, the tenant must notify the DTHP stating the reasons for the extended visit and the duration of the visit. Based on the circumstances, the DTHP will determine if there is an occupancy change warranting an application and an interim recertification. (*Resolution 2015.20*)
- C. **Occupancy Standards:** In order to prevent overcrowded conditions and/or wasted space, homes shall be assigned in accordance with HUD established Housing Quality Standards 24 CFR 882.109. The DTHP may make exceptions due to unusual circumstances which will be assessed on a case by case basis. Factors to be considered include age and sex of children, potential changes in family composition, availability of unit sizes, etc.
- D. Dwellings will be assigned so as not to require use of the living room for sleeping purposes.
- E. Every family member regardless of age is to be counted as a person. An unborn child will be counted as a person.
- F. **Use of the home:**
 - 1. The tenant and the DTHP are jointly responsible to the Tribe and future generations for ensuring that homes are used properly and are well maintained.
 - 2. It is the responsibility of each tenant to take pride in their home by keeping it and the grounds in a decent, safe and sanitary condition at all times.
 - 3. Homeowners are responsible for all home repairs and are expected to perform necessary maintenance in a timely manner.
 - 4. Instances of serious abuse or misuse of a home by a tenant may be causes for termination from the housing program.
 - 5. A condition for selection is that the family agrees to use the home as their principal residence during the term of the Agreement.
 - 6. Rental Units – Tenants are required to contact DTHP for any repairs needed.
- G. **Home Business Use:** Only tenants in the Homebuyer program are eligible to operate a home based business in their unit. The homebuyer must receive written approval from DTHP Staff in order to do so.

SECTION 20: CONTINUED OCCUPANCY

Title II, 210 (a) (1) of NAHASDA states that one of the primary objectives of NAHASDA is to provide housing to low-income Native American families.

4 (13) of NAHASDA describes a low income family as a family whose income does not exceed 80% of the median income for the area, as determined by the Secretary of HUD with adjustments for smaller and larger families. Income eligibility for the DTHP's rental program will be based on the Income Median guidelines established by HUD. This guide line is subject to annual revision and the latest published chart shall be posted in the DTHP's lobby.

Income eligibility is determined at move in. A family's total household income is determined at least annually through recertification. As long as the family's income is at or below the 80% median income level, they are eligible for the DTHP's rental program.

If a family (who was initially eligible at the time of move in) is re-certified and their income has increased beyond the 80% income level, they can no longer be considered "low income". The family may remain in the rental unit, but according to NAHASDA, are no longer eligible for the same benefits (i.e., ceiling rents) as low income Native American families. Therefore, these over income families will have their rents established by the following formula:

Family's income X Current ceiling rent based = monthly rental payment

8% median
Income based
On family size

Example:

A family of 5 has an annual income of \$57,000 and is currently in a three bedroom rental unit. Rent is calculated as follows:

\$57,000 divided by \$55,300 (median income of a family of 5) multiplied by \$325 (current ceiling rent for a 3 bedroom unit) would establish a monthly rental payment of \$335.00.

SECTION 21: MAINTENANCE AND REPAIR

- A. **Responsibility:** Specific responsibility and procedures for maintenance and repair depends on the specific housing assistance requirements outlined by the specific program policy and/or the applicable lease agreement. (DTHP Maintenance Policy). General responsibilities are described according to 2 categories of assistance.
1. **Homebuyer Responsibility:** Participants in homeownership opportunity programs (i.e., lease with option to purchase, Mutual Help, etc) shall be responsible for the routine and non-routine care and maintenance of the home, including all repairs and replacements (including repairs and replacements necessitated by damage from any cause) and code changes (DTHP Maintenance Policy IV, D for insurance information). The DTHP shall not be obligated to pay for or to provide any maintenance of the home. Homebuyer shall keep the lawn mowed, edged, trimmed and clean. There will be a \$100.00 fee if the DTHP should have to mow the lawn.

2. **Renter Responsibility:** The DTHP is responsible for providing maintenance for all rental units resulting from normal wear and tear. Renters are financially responsible for any tenant damage, including damage resulting from failure to report maintenance problems or from poor housekeeping practices. All repairs shall be performed by DTHP maintenance staff only. Under no circumstances will the tenant be allowed to do repairs themselves. Tenants shall notify the DTHP promptly of all known need for repairs and of any known unsafe conditions on the premises or grounds, which may either lead to damage or injury. Renter shall keep the lawn mowed, edged, trimmed and clean (with the exception of Elder residents). There will be a \$100 fee if the DTHP should have to mow the lawn.

B. **Work Orders:** Any work performed by the DTHP shall be documented by a work order or equivalent process stating the nature of and the charge, if any, for the work. Work requested by rental participants will be documented in the form of a work order stating the nature of the work and any charges. Tenant has the option to request to be in attendance of any repairs made to their unit, however, should repairs be scheduled and maintenance not be able to enter unit for any reason beyond their control (i.e., tenant has changed the locks, etc.) or tenant fails to attend at scheduled date and time, there may be a \$25.00 trip charge assessed to tenant's account, payable on the first day of the following month.

C. **Charges:** The tenant will be charged for any damages not considered normal wear and tear. Participants are financially responsible for any tenant damage, including damage resulting from failure to report maintenance problems or from poor housekeeping practices.

SECTION 22: HOUSEKEEPING STANDARDS

In an effort to improve the livability and conditions of the units owned and managed by the DTHP, uniform standards for resident housekeeping have been developed for all resident families.

A. **DTHP Responsibility:** The standards that follow will be applied fairly and uniformly to all tenants. The DTHP will inspect each unit at least annually, to determine compliance with the standards. Upon completion of an inspection, the DTHP will notify the tenant in writing if he/she fails to comply with the standards. The DTHP will advise the tenant of the specific correction(s) that the tenant will be required to perform to establish compliance, and indicate whether or not mandatory counseling is required. Within a reasonable period of time, the DTHP will schedule a second inspection. Failure to be present for scheduled inspection shall result in tenant's account being assessed a \$25.00 trip charge. Failure to comply with 2 requests for the unit inspection will constitute a violation of the agreement, and is grounds for termination of the agreement and may result in eviction.

B. **Participant Responsibility:** The tenant is required to abide by the standards set forth below. Failure to abide by the Housekeeping Standards is a violation that can result in eviction when it is chronic or threatens health or safety or has the potential to damage the premises.

C. **Housekeeping Standards:** Inside the Unit.

General:

1. Walls should be clean, free of dirt, grease, holes, cobwebs and fingerprints.

2. Floors should be clean, dry and free of hazards.
3. Ceiling should be clean and free of cobwebs.
4. Windows should be clean and not nailed shut with shades or blinds intact.
5. Woodwork should be clean, free of dust, gouges, or scratches.
6. Doors should be clean, free of grease and fingerprints, with functional knobs.
7. Heating units should be dusted, access uncluttered, and not used for storage.
8. Trash shall be disposed of properly and not left in the unit.
9. Entire unit should be free of rodent or insect infestation.
10. Hallways should be clean and free of hazards.
11. Laundry areas should be clean and neat. Lint should be removed from dryer after use.
12. Utility room should be free of debris and flammable materials.
13. Air vents and return air vents should be cleaned regularly.

Kitchen:

1. Stove should be clean and free of food and grease.
2. Refrigerator should be clean, Freezer door should close properly and gaskets should be clean.
3. Cabinets should be clean and neat. Cabinet surfaces and counter tops should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs.
4. Exhaust fan filters should be free of grease and dust.
5. Sink should be clean, free of grease and garbage. Dirty dishes should be washed and not stored in the sink.
6. Food storage areas should be neat and clean without spilled food.
7. Trash/garbage should be stored in a covered container until removed to the disposal area.

Bathroom:

1. Toilet and tank should be clean and odor free. Condensation should be wiped regularly.
2. Tub and shower should be clean and free of mold and mildew. Where applicable, shower curtains should be in place, and of adequate length to prevent spillage.
3. Sink should be clean.
4. Vanities should be kept clean and free of water leakage.
5. Exhaust fan should be free of dust.
6. Floor should be clean and dry.

Storage Areas:

1. Linen closet should be clean.
2. Other closets should be clean.
3. No highly flammable materials should be stored in the unit.
4. Other storage areas should be clean and free of hazards.

Housekeeping Standards: Outside of the Unit

1. Yards are to be free of debris, trash, and inoperable vehicle(s) and vehicle parts.
2. Exterior walls should be free of graffiti.

3. Porches (front and rear) should be clean and free of hazards. No items are to be stored on the porch. Outdoor porch furnishings shall not impede access to the unit.
4. Steps (front and rear) should be clean and free of hazards.
5. Sidewalks should be clean and free of hazards.
6. Storm doors should be clean, with glass or screens intact.
7. Yards are to be maintained at the tenant's expense (with the exception of Elder Residents).
8. Garbage cans, gardening tools, equipment, bicycles and other personal belongings must be stored in the Resident's carport, garage or storage shed.
9. Furniture left outside a home shall be limited to outdoor or patio furniture. No household appliances or upholstered furniture can be placed outside of the home. Storage of any type beneath the home or in attics, including any material of an illegal or explosive nature, is prohibited.
10. Dead animals or dead animal parts are not to be stored outside the premises.

SECTION 23: RESIDENTIAL RULES AND RESTRICTIONS

A. Parking vehicles:

1. Inoperable vehicles or vehicle parts may not be stored or left in the driveway. Inoperable vehicles may be impounded or towed after issuance of a 7 day written notice. The expense of such removal shall be assessed against the Resident.
2. Vehicles, including, but not limited to, cars, trucks, boats, jet skis, utility trailers, recreational vehicles, campers and RVs, may not be parked in yards or on the lawns of common areas.
3. Three wheelers, all terrain vehicles, dirt bikes or the like are not allowed to operate in the subdivisions.

B. Pets:

1. See DTHP Pet Policy.
2. All pet owners are responsible to abide by applicable city codes and ordinances.

C. Landscaping:

1. Residents are responsible for mowing the lawn (with the exception of Elder residents).
2. DTHP is responsible for mowing the common areas and elderly units.

SECTION 24: ALTERATIONS AND IMPROVEMENTS

- A. The tenant shall make no alterations to the buildings on the premises, or construct any building or make other improvements on the premises, including painting of the interior or exterior, without the prior, express and written consent of the DTHP.
- B. All approved alterations, changes, and improvements built, constructed or placed on the premises by the tenant, shall, unless otherwise provided by written agreement between DTHP and the tenant, be the property of the DTHP and remain on the premises at the expiration or earlier termination of the program agreement.

SECTION 25: ASSIGNMENT AND SUBLETTING

Subletting and assignment of the home are not permitted.

SECTION 26: TRANSFERS

Tenants participating in the rental program may request a transfer based on changes in household composition, or job relocation to another community. Homeowner transfers will not be permitted.

SECTION 27: DTHP POLICIES

3. Tenants are subject to the policies of the DTHP as they now exist or as they may hereafter be revised by the DTHP.

SECTION 28: RISK OF LOSS/INSURANCE

Responsibility for the provision of fire and other peril insurance on the premises is as follows:

- A. The DTHP shall provide fire and other peril insurance on the premises during the rental phase of specific homeownership opportunity programs and for all rental units. The DTHP shall not be responsible for the loss of any of the tenant's personal property by fire, theft or any other reason.
- B. It shall be the sole responsibility of the tenant during the rental phase to obtain fire and other peril insurance covering their personal property.
- C. In the event the lease premises shall become non-tenantable by reason of fire or other casualty, the DTHP shall, to the greatest extent feasible, provide alternative accommodations while necessary alterations or repairs are being made.

SECTION 29: APPLIANCES

Any appliances provided with a low rent unit will remain the property of the DTHP. Homeowners are responsible for repair and replacement of appliances.

SECTION 30: ABANDONMENT

- A. If at any time during the term of the rental lease or lease with option to purchase agreement, the tenant is suspected of abandoning the premises, the DTHP shall post abandonment notice on the unit. Upon tenant failure to notify the DTHP, the DTHP shall enter and secure the unit. Any personal property left shall be stored for a period of 30 days during which time the tenant may contact the DTHP to reclaim possessions. After 30 days, the DTHP may dispose of any item(s) of personal property abandoned by the tenant in any manner deemed suitable by the DTHP and is hereby relieved by all liability for doing so. Proceeds, if any, after such disposition, may be applied to the payment of amounts owed by the tenant to the DTHP. The charge for any storage of any personal property may be assessed to tenant's account.
- B. If the DTHP's right of re-entry is exercised following abandonment of the premises by the tenant, then the DTHP may consider any personal property belonging to the tenant and left on the premises to also have been abandoned, in which case DTHP may dispose of all such personal property in any manner DTHP shall deem proper and is hereby relieved of all liability for doing so.

SECTION 31: SUCCESSION

- A. **Applicability of Succession Policy:** The Succession Policy only applies to those participating in a qualifying lease with an option to purchase program, and does not apply to those participating in a low rent type program.

- B. **Successor:** A successor is only applicable when the tenant in a lease purchase program designates a qualifying successor in writing with the DTHP and is current in meeting all his/her obligations. The only circumstance upon which a successor is considered is upon the death or mental incapacity of the tenant.

- C. **Death or Mental Incapacity of Participant:** Upon the death of the eligible tenant, the tenant's interest in the Lease with Option to Purchase Agreement or MHOA may be transferred, pursuant to the Successor Agreement, to the successor of the tenant. Only a successor who is eligible under the program requirements of the Delaware Tribe Housing Program to enter into a lease purchase agreement shall be eligible to assume the tenant's interest in and obligations under the program.

- D. **Successor-Lease Purchase:** The DTHP shall not be responsible for determining or designating who the successor of the tenant may be. The tenant must designate in writing a successor who is a qualifying adult who is:
 1. A family member and will make the home his/her primary residence.
 2. Willing and able to pay the monthly charge and to perform the obligations of a homebuyer under the Agreement.
 3. Satisfies program eligibility requirements.
 4. Executes an assumption on the former homebuyer's obligations.

- E. **No Designated Successor-Lease Purchase:** When the tenant has died and there is no designated successor and there are no heads of households or minor children remaining, the DTHP shall consider the Lease Purchase Agreement as having been terminated by the tenant and will select another tenant from the waiting list. Any relative of the tenant who seeks to remove personal property from the deceased's home may be asked to present documentation in order to enter and remove personal property from the premises.

- F. **Minor Children:** If there is no qualified successor designated by the homebuyer and a minor child or children of the homebuyer are living in the home, the DTHP may, in order to protect their continued occupancy and opportunity for acquiring ownership of the home, approve as occupant of the home an appropriate adult who has been appointed legal guardian of the children with a duty to perform the obligations of the Agreement in their interest and behalf.

SECTION 32: TERMINATION

Agreement may be terminated by either participant or the DTHP pursuant by giving the other party 30 days written notice.

- A. The tenant shall be given 30 days notice of any default or breach, and shall have 30 days from service of said notice within which to cure or correct said breach or vacate as determined by the DTHP, except for a breach as described in Section 33, B.

- B. In the following circumstances, the DTHP Director may implement immediate eviction proceedings under DTHP Eviction Procedures, without any notice required:

- C. With respect to Notices issued pursuant to SECTION 32, A, the tenant is entitled, prior to any court hearing or trial, to examine any relevant documents, records or regulations directly related to the termination or eviction.
- D. Grounds for termination include any violation of applicable DTHP policies, unlawful conduct, etc.
- E. Eviction due to repeat vandalism will include a ban on leasing or buying Tribal housing. Ban duration will be 6 months, 1 year, 2 years, 4 years and perpetual for successive evictions.
- F. There is clear and evident danger to the surrounding community.
- G. There is a life-threatening situation to the surrounding community.
- H. The breach is related to drug activity, use and/or possession of illegal substances, as prohibited by the DTHP lease agreements and the DTHP "One Strike, you're Out" policy. (Section 38).
- I. Eviction due to alcohol inebriation or the selling or distribution to a minor are ineligible for admission to any DTHP program for a 1 year period beginning on the date of such eviction or termination. Ban duration will be 1 year, 2 years, 4 years and perpetual for successive evictions.
- J. Evictions due to delinquency and bad debt will include a ban on leasing or buying Tribal housing. Ban duration will be until account balance has been repaid in full.

SECTION 33: DUE PROCESS OF NOTIFICATION

Proper notification may include, but is not limited to, one or more of the following: regular mail, posting on unit, hand delivered with signature of legal aged person, and/or certified mail with return receipt. Any certified letter returned as "Refused" or "Unclaimed" will become a matter of record and will be taken as "No Response" by the participant and shall be deemed "Good Service". Any certified letter returned as "Refused" or "Unclaimed" shall be placed in the participants file and shall be a factor to be considered in any subsequent action by the DTHP.

SECTION 34: WAIVERS

No waiver by the DTHP of any term, covenant, or condition of these policies shall be constructed as a continuing waiver thereof, nor a waiver of any other term, covenant, or condition of this policy. Each had every default on the part of the tenant shall be considered a separate and a new breach of the policy, irrespective of whether or not other defaults exist at that time.

SECTION 35: MODIFICATION

Modification of the Admissions & Occupancy Policy is subject to approval by the Council. Matters incorporated in the Policy by reference shall be publicly posted in a conspicuous manner in the DTHP's office and a copy shall be furnished to the tenant upon move in or amendment and thereafter upon tenants request at a rate of 25¢ per page.

SECTION 36: NUMBER AND GENDER

Whenever used throughout this policy, unless the context shall otherwise provide, the singular number shall include the plural, the singular, and the use of any gender shall include all genders.

SECTION 37: "ONE STRIKE, YOU'RE OUT"

In order to provide a safe environment for our participants, the DTHP has adopted the "One Strike, You're Out" policy toward participants charged or arrested for drug related crimes, violent behavior or sexual related offenses.

This policy is based upon Notice 96-16 (HA), dated April 30, 1997, which states: "Evictions are civil, not criminal matters. In order to terminate a lease and evict a tenant, a criminal conviction or arrest is not necessary, and the DTHP need no meet the criminal standard of "proof beyond a reasonable doubt" in eviction proceedings.

