



DELAWARE TRIBE OF INDIANS

TENANT-BASED RENTAL ASSISTANCE POLICY

***This policy was approved by resolution of the
Delaware Tribal Council on February 24, 2012***

Purpose:

The Delaware Tribe Housing Program has established a Tenant Based Rental Assistance Program, hereby known as “TBRA” that will serve the housing needs of tribal members whose principle place of residence is within the following counties in Kansas: Allen, Anderson, Bourbon, Butler, Chase, Chautauqua, Cherokee, Coffey, Cowley, Crawford, Douglas, Elk, Franklin, Greenwood, Harper, Harvey, Jefferson, Johnson, Kingman, Labette, Leavenworth, Linn, Lyon, Marion, Miami, Montgomery, Morris, Neosho, Osage, Reno, Sedgwick, Shawnee, Sumner, Wabaunsee, Wilson, Woodson, and Wyandotte. This location shall be known as the **Tribal Service Area** for the purposes of this policy.

General Information:

1. Eligibility & Admission

In order to be eligible for admission to The Delaware Tribe TBRA program, the following criteria shall apply:

- Applicant must provide proof of income for all family members within household.
- Applicant must provide Social Security Cards, Birth Certificates and CDIB cards for all family members within household
- Applicants must be an enrolled member of a Federally Recognized Indian Tribe.
- Applicants must pass background check for all family members.
- Applicant must be least 18 years of age.
- Applicant must reside in or be moving within the **Tribal Service Area**.
- Applicant must be a Low-Income Family as defined by HUD.
- Applicants who owe the Delaware Tribe Housing Program money are not eligible to receive assistance.
- Applicants who have been previously terminated or evicted from any program or owe the Delaware Tribe Housing Program money are not eligible to receive

assistance unless all outstanding balances owed by said prior tenant are paid in full, and the applicant demonstrates to The Delaware Tribe Housing Program that the applicant will be a satisfactory tenant. In any such case, the applicant shall not be able to apply for one year from the date of termination.

- A participant may not receive rental assistance while receiving the benefit of any other form of housing subsidy.
- All correspondence must remain solely between the tribal member and The Delaware Tribe Housing Program in order to receive assistance under this policy.
- The applicant is eligible to receive up to **\$250.00** per month for rental assistance.
- If the applicant's monthly rent is less than **\$250.00**, the lesser amount will be paid based on the calculation in Definition, Section 15 of this policy.
- The applicant is eligible to receive assistance for a period of time not to exceed twelve **(12) months**. The period of time need not be consecutive months, however, the assistance may continue after an interrupted period if the applicant is qualified and if program funding is available. The total period of eligibility for each applicant shall not exceed two (2) years which shall be defined as 24 consecutive months.
- Applicants' landlord or potential landlord must qualify and sign Agreement with the DTHP.

Policy

A. Definitions

1. Annual Income.

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 adult member of the family during the coming 12-month period, as defined for HUD's Section 8 programs in 24 CFR part 5, subpart.

Annual income means all amounts, monetary or not, which:

Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member over the age of 18; or

Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and

Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

Annual income includes, but is not limited to:

The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;

The full amount of periodic amounts received from Social Security, annuities, 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.

Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay.

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 CFR 260.31; and

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 the allowance or grant exclusive of 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.

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;

All regular pay, special pay and allowances of a member of the Armed Forces

Annual income does **not** include the following:

- Income from employment of children (including foster children) under the age of 18 years;
- Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
- 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.
- Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- Income of a live-in aide, as defined in 24 CFR § 5.403;
- The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- Amounts received under training programs funded by HUD;
- 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 (PASS);
- Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred

(special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;

- 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.
- Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
- 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.

2. Adjusted Income

The term 'adjusted income' means the annual income that remains after excluding the following amounts:

- **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)- who is under 18 years of age; or who is 18 years of age or older and a person with disabilities or a full-time student.
- **ELDERLY AND DISABLED FAMILIES-** \$400 for an elderly or disabled family.
- **MEDICAL AND ATTENDANT EXPENSES-** The amount by which 3 percent of the annual income of the family is exceeded by the aggregate of- medical expenses, in the case of an elderly or disabled family; and reasonable attendant care and auxiliary apparatus expenses for each family member who is a person with disabilities, to the extent necessary to enable any member of the family (including a member who is a person with disabilities) to be employed.
- **CHILD CARE EXPENSES-** Child care expenses for the care of children under the age of 13 to the extent necessary to enable another member of the family to be employed or to further his or her education.
- **EARNED INCOME OF MINORS-** The amount of any earned income of any member of the family who is less than 18 years of age.
- **TRAVEL EXPENSES-** Excessive travel expenses for traveling outside the community they reside in. Not to exceed \$25 per family per week for employment or education related travel.

3. Children

Persons under 18 years of age or under 24 years of age if living at home and attending school full time.

4. Disabled Family

Family in which the Head of Household is a disabled person as defined in this section.

5. Drug Related Criminal Activity

The term 'drug-related criminal activity' means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as such term is defined in section 102 of the Controlled Substances Act).

6. Family

Family consists of one of the following:

- a single adult or emancipated minor;
- a single adult with a child/children;
- a tribally recognized domesticated partnership (i.e., marriage);
- a tribally recognized domesticated partnership with children;
- **a parent or parents (i.e., grandparents) of a single person or one partner in a tribally recognized domesticated partnership with or without children.**

7. Full Time Student

A person who is enrolled in a certified educational institution, such as a vocational school with a certificate or diploma program or an institution offering a college degree, and is carrying a subject load that is considered full-time for students under the standards and practices of the institution attended. Typically, full time in regular quarter or semester based programs is 12 or more units of study, while full time during special inter sessions, such as summer sessions, are typically 6 units. Graduate study programs typically consider 9 units of study as full time. In all such cases, full-time status will be based on the standards and practices of the institution attended.

8. HUD

The U.S. Department of Housing and Urban Development.

9. Indian

Any person recognized as being an Indian or Alaska Native by an Indian Tribe, the Federal government or any state.

10. Indian Area

Delaware Tribe Housing Program Indian area is the jurisdiction authorized by the Delaware Tribe Housing Program to operate affordable housing programs.

11. Indian Tribe

The term '*Indian tribe*' means a tribe that is a federally recognized tribe or a State recognized tribe.

The term '*federally recognized tribe*' means any Indian tribe, band, nation, or other organized group or community of Indians, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, that is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians pursuant to the Indian Self-Determination and Education Assistance Act of 1975.

The term '*State recognized tribe*' means any tribe, band, nation, pueblo, village, or community that has been recognized as an Indian tribe by any State and for which an Indian Housing has, before the effective date under section 705 of NAHASDA, entered into a contract with HUD pursuant to the United States Housing Act of 1937 for housing for Indian families and has received funding pursuant to such contract within the 5-year period ending upon such effective date.

12. Low Income Family

The term '*low-income family*' means a family whose income does not exceed 80 percent of the median income for the area, as determined by HUD with adjustments for smaller and larger families.

13. NAHASDA

The Native American Housing Assistance and Self-Determination Act passed by the U.S. Congress in 1996.

14. Payment assistance

The factors used to determine the amount of assistance to be paid to the owner, property manager or management company on behalf of the participant.

There will be a **\$250.00** per month limit.

The amount of assistance per month equals the difference of 25 percent of the applicant's adjusted monthly income and the monthly housing payment up to \$250.00. If the difference is greater than \$250.00, the applicant is not eligible for assistance because they are not residing in Affordable Housing, thus are not eligible for assistance under NAHASDA. Furthermore, if 25 percent of the applicant's adjusted income meets or exceeds the rent, the applicant is not eligible for assistance.

15. Persons with Disabilities

Has a disability as defined in section 223 of the Social Security Act;

Has a developmental disability as defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act;

Has a physical, mental, or emotional impairment which is expected to be of long-continued and indefinite duration; or 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.

The term "person with disabilities" includes persons who have the disease of acquired immunodeficiency syndrome or any condition arising from the etiologic agent for acquired immunodeficiency syndrome.

Notwithstanding any other provision of law, no individual shall be considered a person with disabilities, for purposes of eligibility for housing assisted under this part, solely on the basis of any drug or alcohol dependence. The Secretary shall consult with Indian tribes and appropriate Federal agencies to implement this paragraph.

For purposes of this definition, the term "*physical, mental or emotional impairment*" includes, but is not limited to:

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

Any mental or psychological condition, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.

The term "*physical, mental, or emotional impairment*" includes, but is not limited to, such diseases and conditions 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, and emotional illness.

16. Rent

The term 'rent' means the total of the monthly rent charged by the landlord for the dwelling. Monthly rent charged by the landlord must not exceed HUDs Fair Market Rents annually published on the HUD website for the county or metropolitan statistical area.

17. Landlord

The term "landlord", as used in this policy, shall mean the person or persons who own or purport to own, or exercise control of any building, project, or housing unit which is rented or offered for rent as housing space for living or dwelling purposes under a written lease, provided that this definition shall not include owner-occupied premises.

Notices:

The assistance by The Delaware Tribe Housing Program may be provided as long as the applicant meets and maintains the eligibility criteria and funding is available.

1. Housing Standards

- Minimum Housing Quality Standards (HQS)- Appendix A
- The Delaware Tribe Housing Program will utilize the adopted housing quality standard and HUD Form 52580 in determining if the unit is a decent, healthy and safe place to live.

2. Inspections

- The Delaware Tribe Housing Program will conduct, or arrange to have conducted, pre- inspection to insure the unit is a healthy, safe, and decent place to reside prior to approval of assistance payments. If the unit does not pass the inspection, assistance can be approved if the landlord is willing to make necessary repairs to bring the unit up to the minimum requirements. If the landlord is not willing to make the repairs assistance cannot be approved.
- The Delaware Tribe Housing Program will also conduct special inspections if it is reported that the dwelling no longer meets the minimum requirements and the owner is unwilling to make the necessary repairs. If it is determined that the unit no longer meets the minimum requirement, The Delaware Tribe Housing Program will request the necessary repairs in writing to the landlord. If the landlord is unwilling to make the repairs, The Delaware Tribe Housing Program will allow the tenant to transfer to a unit that does meet the requirements.
- If the participant causes damage to the unit, it is the owner's responsibility to take appropriate action in accordance with the lease and state and local law.
- For rental units built before 1978, the landlord must provide the required disclosure of information on lead-based paint as described in 24CFR Part 35.92. DTHP requires landlords use the form "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" (Appendix B).

3. Payments - Execution of agreements for assistance.

- Once the unit has been approved by The Delaware Tribe Housing Program, the tribal member and The Delaware Tribe Housing Program will execute a Recipient Agreement (Appendix C) for the assistance payment amount showing the effective date of payments and the amount of the monthly payment.
- **If tribal member's portion of the payment (not paid by the DTHP) is not paid on a timely manner to the landlord, tribal member may become ineligible for the Delaware Tribe's TBRA.**
- If a participant moves into a unit during the month rather than at the beginning of the month, the assistance payment will be pro-rated for the remaining days left in the month. The assistance payment will be made thereafter on or before the first day of each month. The participant is not responsible for the approved assistance payment made by The Delaware Tribe Housing Program.

4. Transfers - When allowed

- Transfer requests after the initial lease period will be approved only under the following conditions:
 - The dwelling no longer meets standards (not caused by the participant) and the owner refuses to make the necessary repairs.
 - The tribal member needs a smaller or larger unit in accordance with occupancy standards.
 - The tribal member needs to relocate closer to work or school, or medical facilities, or for safety reasons such as an act or threat of violence against the student (transfer for these reasons, must be verifiable).
 - The owner does not wish to renew the lease.

5. Obligations.

- Participant Obligations
 - When the tribal members unit is approved, the tribal member must sign an agreement to fulfill and abide by the required obligations for participation in the program as shown below. Any breach of the tribal members' obligations is grounds for termination of assistance.
- The tribal member must:
 - Disclose and verify Social Security Cards, Birth Certificates, and CDIB Cards.
 - Supply any information requested by the Delaware Tribe Housing Program.
 - Promptly notify the Delaware Tribe Housing Program in writing at least 30 days prior to moving out of the unit or terminating lease.
 - Use the assisted dwelling for residence only.
 - Request the Delaware Tribe Housing Program and landlord approval to add any other family members as occupants of the unit.
 - Give the Delaware Tribe Housing Program a copy of any rent changes, eviction notice, or notice of lease termination.
 - Pay all utility bills and the portion of the rent the participant is responsible for.
 - Supply the Delaware Tribe Housing Program with any information that the Delaware Tribe Housing Program determines necessary for use in the regularly scheduled re-examination of tribal members family composition and income.
 - Must sign a statement that they are willing to adhere to these obligations before assistance can be approved.

- The tribal member must Not:
 - Commit any serious or repeated violation of the lease.
 - Commit fraud, bribery or any other corrupt criminal act in connection with the program.
 - Participate in illegal drug activity or violent criminal activity.
 - Sublease or let the unit or assign the lease or transfer the unit to a second party.
 - Receive any other housing subsidy for the unit from any state, federal or local HUD funded housing program.

6. Terminations

The tribal member must provide the owner and The Delaware Tribe Housing Program with a copy of the notice of termination in accordance with the lease.

- Termination of Assistance by the Delaware Tribe Housing Program. The Delaware Tribe Housing Program may terminate tribal member assistance for any of the following reasons which may include, but not limited to:
 - Any violation of participant obligations, including not meeting any of the agreed upon stipulations set forth in this policy.
 - Arrest, charge, and/or conviction of illegal drug activity or violent criminal activity.
 - Failure of tribal member to sign and submit verification documents for re-certification.
 - If the tribal member moves out of the unit.
 - If the unit is not maintained in accordance with The Delaware Tribe Housing Program standards.
 - If available program funding is insufficient to support continued assistance for the families.
 - The tribal member desires to use the unit other than for personal residential use.

Appendix A

HUD established Housing Quality Standards **Housing Quality Standards (24CFR 882.109)**

1. Performance and acceptability requirements:

A. This section states the housing quality standards (HQS) for housing assisted in the programs.

B. The HQS consist of:

- (1) Performance requirements; and
- (2) Acceptability criteria or HUD approved variations in the acceptability criteria.

C. This section states performance and acceptability criteria for these key aspects of housing quality:

- (1) Sanitary facilities;
- (2) Food preparation and refuse disposal;
- (3) Space and security;
- (4) Thermal environment;
- (5) Illumination and electricity;
- (6) Structure and materials;
- (7) Interior air quality;
- (8) Water supply;
- (9) Lead-based paint;
- (10) Access;
- (11) Site and neighborhood;

(12) Sanitary condition; and

(13) Smoke detectors.

D. All program housing must meet the HQS performance requirements both at commencement of assisted occupancy, and throughout the assisted tenancy.

E. In addition to meeting HQS performance requirements, the housing must meet the acceptability criteria stated in this section, unless variations are approved by HUD.

F. HUD may approve acceptability criteria variations for the following purposes:

(1) Variations which apply standards in local housing codes or other codes adopted by the DTHP; or

(2) Variations because of local climatic or geographic conditions.

G. HUD will not approve any acceptability criteria variation if HUD believes that such variation is likely to adversely affect the health or safety of participant families, or severely restrict housing choice.

2. Sanitary facilities:

A. Performance requirements

The dwelling unit must include sanitary facilities located in the unit. The sanitary facilities must be in proper operating condition, and adequate for personal cleanliness and the disposal of human waste. The sanitary facilities must be usable in privacy.

B. Acceptability criteria

(1) The bathroom must be located in a separate private room and have a flush toilet in proper operating condition.

(2) The dwelling unit must have a fixed basin in proper operating condition, with a sink trap and hot and cold running water.

(3) The dwelling unit must have a shower or a tub in proper operating condition with hot and cold running water.

(4)The facilities must utilize an approvable public or private disposal system (including a locally approvable septic system).

3. Food preparation and refuse disposal:

A. Performance requirement

(1)The dwelling unit must have suitable space and equipment to store, prepare, and serve foods in a sanitary manner.

(2)There must be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage where necessary (e.g, garbage cans).

B. Acceptability criteria

(1)The dwelling unit must have an oven, and a stove or range, and a refrigerator of appropriate size for the family. All of the equipment must be in proper operating condition. The equipment may be supplied by either the owner or the family. A microwave oven may be substituted for an owner-supplied oven and stove or range if the tenant agrees and microwave ovens are furnished instead of an oven and stove or range to both subsidized and unsubsidized tenants in the building or premises.

(2)The dwelling unit must have a kitchen sink in proper operating condition, with a sink trap and hot and cold running water. The sink must drain into an approvable public or private system.

4. Space and security:

A. Performance requirement

The dwelling unit must provide adequate space and security for the family.

B. Acceptability criteria

(1)At a minimum, the dwelling unit must have a living room, a kitchen area, and a bathroom.

(2)The dwelling unit must have at least one bedroom or living/sleeping room for each two persons. Children of opposite sex, other than very young children, may not be required to occupy the same bedroom or living/sleeping room.

(3)Dwelling unit windows that are accessible from the outside, such as basement, first floor, and fire escape windows, must be lockable (such as window units with sash pins or sash locks, and combination windows with latches). Windows that are nailed shut are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire.

(4)The exterior doors of the dwelling unit must be lockable. Exterior doors are doors by which someone can enter or exit the dwelling unit.

5. Thermal environment:

A. Performance requirement

(1) The dwelling unit must have and be capable of maintaining a thermal environment healthy for the human body.

B. Acceptability criteria

(1)The dwelling unit shall contain safe heating and/or cooling facilities which are in proper operating condition and can provide adequate heat and/or cooling to each room in the dwelling unit appropriate for the climate to assure a healthy living environment. Unvented room heaters which burn gas, oil or kerosene are unacceptable.

6. Illumination and electricity:

A. Performance requirement

Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. The dwelling unit must have sufficient electrical sources so occupants can use essential electrical appliances. The electrical fixtures and wiring must ensure safety from fire.

B. Acceptability criteria

- (1) There must be at least one window in the living room and in each sleeping room.
- (2) The kitchen area and the bathroom must have a permanent ceiling or wall light fixture in proper operating condition. The kitchen area must also have at least one electrical outlet in proper operating condition.
- (3) The living room and each bedroom must have at least two electrical outlets in proper operating condition. Permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets.

7. Structure and materials:

A. Performance requirement

The dwelling unit must be structurally sound. The structure must not present any threat to the health and safety of the occupants and must protect the occupants from the environment.

B. Acceptability criteria

- (1) Ceilings, walls, and floors must not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling, missing parts, or other serious damage.
- (2) The roof must be structurally sound and weathertight.
- (3) The exterior wall structure and surface must not have any serious defects such as serious leaning, buckling, sagging, large holes, or defects that may result in air infiltration or vermin infestation.
- (4) The condition and equipment of interior and exterior stairs, halls, porches, walkways, etc., must not present a danger of tripping and falling. For example, broken or missing steps or loose boards are unacceptable.
- (5) Elevators must be working and safe.

8. Interior Air Quality

A. Performance requirement

The dwelling unit must be free of pollutants in the air at levels that threaten the health of the occupants.

B. Acceptability criteria

(1)The dwelling unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful pollutants.

(2)There must be adequate air circulation in the dwelling unit.

(3)Bathroom areas must have one openable window or other adequate exhaust ventilation.

(4)Any room used for sleeping must have at least one window. If the window is designed to be openable, the window must work.

9. Water supply:

A. Performance requirement

The water supply must be free from contamination.

B. Acceptability criteria

The dwelling unit must be served by an approvable public or private water supply that is sanitary and free from contamination.

10. Lead-based paint performance requirement:

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, M, and R of this title apply to units assisted under this part (See Disclosure of Lead Based Paint, Appendix B).

11. Access Performance requirement:

The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

12. Site and Neighborhood:

Performance requirement

The site and neighborhood must be reasonably free from disturbing noises and reverberations and other dangers to the health, safety, and general welfare of the occupants.

A. Acceptability criteria

The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks or steps; instability; flooding, poor drainage, septic tank back-ups or sewage hazards; mudslides; abnormal air pollution, smoke or dust; excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards.

13. Sanitary condition:

A. Performance requirement

The dwelling unit and its equipment must be in sanitary condition.

B. Acceptability criteria

The dwelling unit and its equipment must be free of vermin and Appendix – A - 6 rodent infestation.

14. Smoke detectors performance requirement:

A. Except as provided in paragraph (n)(2) of this section, each dwelling unit must have at least one battery-operated or hard-wired smoke detector, in proper operating condition,

on each level of the dwelling unit, including basements but excepting crawl spaces and unfinished attics. Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If the dwelling unit is occupied by any hearing-impaired person, - smoke detectors must have an alarm system, designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).

B. For units assisted prior to April 24, 1993, owners who installed battery-operated or hard-wired smoke detectors prior to April 24, 1993 in compliance with HUD's smoke detector requirements, including the regulations published on July 30, 1992, (57 FR 33846), will not be required subsequently to comply with any additional requirements mandated by NFPA 74 (i.e., the owner would not be required to install a smoke detector in a basement not used for living purposes, nor would the owner be required to change the location of the smoke detectors that have already been installed on the other floors of the unit).

Appendix B

Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

Lead Warning Statement..... Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (____) (a) Presence of lead-based paint and/or lead-based paint hazards (check one below)

[] Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

[] Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
(b) Records and reports available to the Lessor (check one below): **[] Lessor has provided the Lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).**

[] Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (____) (c) Lessee has received copies of all information listed above.
(d) Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

DTHP's Acknowledgment (____) (f) DTHP has informed the Lessor of the Lessor's obligations under 24 CFR 32 and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Lessor _____ Date _____

Lessee _____ Date _____

DTHP _____ Date _____

Appendix C

The Delaware Tribe Housing Rental Assistance Program Recipient Agreement

I, _____, have received and read the policy for The Delaware Tribe Rental Assistance Program offered through The Delaware Tribe Housing Program. The Delaware Tribe Housing Program will pay \$_____ directly to my property manager/landlord each month. I am responsible to pay the remainder amount of \$_____ in accordance with my lease.

In order to receive this assistance, I understand that I must:

1. Be the sole communicator with Delaware Tribe Housing Program.
2. Disclose and verify social security numbers, birth certificates and CDIB cards.
3. Have a lease agreement with the owner of the property in which I reside in that outlines how much I am required to pay, or have an written, signed agreement with any roommates regarding how much we are each responsible for if not outlined in the lease.
4. Notify the Delaware Tribe Housing Program and the owner in writing at least 30 days prior to moving out of the unit or terminating the lease.
5. Allow employees from Delaware Tribe Housing Program into my home for inspections.
6. Sign and submit all verification documents for recertification.
7. Supply any information requested by The Delaware Tribe Housing Program to verify that I am living in the unit.
8. Use the assisted dwelling or shared portion of the assisted dwelling for residence by myself and authorized members. The unit must be my only residence.
9. Request the Delaware Tribe Housing Program and landlord approval to add any other family members as occupants of the unit.
10. Give the Delaware Tribe Housing Program a copy of any owner eviction notice, or notice of lease termination.

11. Pay all utility bills and the portion of the rent that I am responsible for.

12. Supply the Delaware Tribe Housing Program with any information that it determines to be necessary for use in a regularly scheduled re-examination or interim re-examination of tribal member composition and income. Any change in amount of subsidy shall be made retroactive to the date of event.

13. Notify the Delaware Tribe Housing Program within ten (10) days of any change of household composition, income change or any other change.

I also understand that I must not:

1. Commit any serious or repeated violation of the lease.

2. Commit fraud, bribery or any other corrupt criminal act in connection with the program.

3. Participate in illegal drug activity or violent criminal activity.

4. Sublease or let the unit or assign the lease or transfer the unit to a second party.

5. Receive any other housing subsidy for the same unit or a different unit from any state, federal or HUD funded local housing program.

6. Damage the unit or premises (other than normal wear and tear) or permit any guest to damage the unit or premises.

Furthermore, I understand that if I do not comply with the terms set forth in this agreement, the Delaware Tribe Housing Program shall terminate my rental assistance.

IN WITNESS WHEREOF, the Corporation and Recipient have executed this Agreement.

By: _____ Date: _____
On the behalf of the Recipient

By: _____ Date: _____
On the behalf of DTHP