

YUROK INDIAN HOUSING AUTHORITY



OCCUPANCY POLICY

1: PURPOSE

This Occupancy Policy provides direction for staff and residents during the period of occupancy of units owned by the Yurok Indian Housing Authority (YIHA).

YIHA housing is a Tribal resource. Preserving that resource, both physically and financially, is a prime objective of the YIHA Board of Commissioners (BOC) and staff. It is the responsibility of occupants to treat their YIHA houses with the proper care so the units will be available and useable by future generations. It is also the responsibility of residents to conduct their financial lives in such ways so that they are able to make appropriate housing payments when due.

The YIHA will comply with Tribal ordinances and all applicable regulations of the Department of Housing and Urban Development (HUD), Bureau of Indian Affairs (BIA) and Indian Health Service (IHS). These policies will be updated periodically to assure compliance with changes in these regulations and to respond to changing conditions within the Indian Area. Under the provisions of the Indian Civil Rights Act, all persons involved in this program are guaranteed due process and equal treatment. In accordance with Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794), no otherwise qualified individual with handicaps shall solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subject to discrimination under this program.

2: RESIDENT TRAINING AND COUNSELING

Each Renter and Homebuyer is required to participate in and cooperate fully in all official pre- and post-occupancy training and counseling activities. Failure to participate, without good cause, constitutes a breach of their Agreement.

- (a) Program counseling ensures that the residents are fully aware of their responsibilities under the program. A YIHA representative will be available to provide information and answer questions on the program.
- (b) Maintenance Counseling is provided to the resident at the resident's request and/or when it becomes evident that a resident is not maintaining his/her home adequately. Assistance in maintenance includes, but is not limited to, proper use of appliances and fixtures, furnace and water heater repair, plumbing, window, painting, sheet rock and carpet and linoleum replacement.
- (c) Family budget counseling is provided at the request of a resident or if an inadequate payment history becomes apparent. Its goal is to provide realistic budget advice to the resident within the household's income and expenditures.

1) Pre-occupancy counseling takes place prior to execution of the Lease or Homebuyer Agreement. This session is to inform the applicant of YIHA requirements and procedures. The Lease/ Homebuyer Agreement is reviewed in detail. The YIHA staff will answer any questions to ensure that the participant realizes and understands his/her responsibilities and the role of the YIHA.

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2) Post-occupancy counseling includes one-on-one or group sessions covering proper use of appliances and fixtures, cleaning and maintenance requirements and family budgeting and review of YIHA procedures.

3: USE OF THE HOME AS PRIMARY RESIDENCE

1) A condition for selection is that the family agrees to use the home as their principal residence for at least nine months of the year. However, there are two situations that are deemed not to violate the principal residence requirement and apply almost exclusively to homebuyers.

- (a) Ownership or use of a secondary home that is necessary for the family's livelihood or for cultural preservation is acceptable when approved by the YIHA.
- (b) A family's temporary absence from its home, and related subleasing of it, is acceptable if done for educational, medical or temporary employment reasons and is approved by the YIHA. The resident must still fulfill all maintenance, monthly payments and other occupancy responsibilities when their home is subleased.

2) A resident may request prior written approval from the YIHA to operate a small business in the unit. The YIHA may grant this authority when the resident provides the following assurances and may rescind this authority upon violation of the following assurances:

- (a) The unit will remain as their principal residence.
- (b) The business activity will not disrupt the basic residential nature of the housing site or disturb others.
- (c) The business will not require permanent structural changes to the unit that will adversely affected a future resident's use of the unit.

4: VERIFYING AND CERTIFYING HOUSEHOLD INCOME

The YIHA will verify and certify a selected family's income prior to initial occupancy to determine eligibility and annually thereafter for use in calculating and adjusting required monthly payments. Reasonable monthly payments will fit a family's ability to pay based on total household income. **Recertifications and inspections will be done in accordance with the anniversary date of the original agreement.**

1) In certifying income for eligibility or payments, the participant will be required to produce tax returns **for self-employed participants**, paycheck stubs and any other evidence of sources of income to the YIHA. All adult family members must sign an "Authorization for Release of Information" form so the YIHA can obtain verifying information from employers, banks and from local, state, and federal agencies which provide payments on behalf of their families.

2) If, in the period between recertification's, circumstances result in the resident family receiving substantially less income than projected, an adjustment or interim recertification will

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be considered on case-by-case basis. The interim recertification will be undertaken only after a thorough review of the resident's income and after exhausting all efforts to secure payment assistance from unemployment, BIA, welfare, **TANF, General Assistance** or other applicable assistance programs.

3) Residents are to report all changes in family composition, income and assets as they occur. Interim recertification will be conducted as needed.

4) If a family reports during any recertification or interim recertification that they have no income or an inadequate amount (such as unemployment), an interim recertification will be scheduled and completed every **thirty (30) days**. **Denial letters from unemployment, BIA, welfare, TANF, General Assistance or other applicable assistance programs shall be submitted for review.**

5) At the time of each recertification, the YIHA will determine if the family is eligible for YIHA's Financing Program and inform the family of the same.

5: WHAT IS INCOME

1. In determining eligibility and rent or homebuyer payments, YIHA must determine a family's income. Low income families are eligible for housing assistance. A low income family is a family whose "annual income" does not exceed 80 percent of the median income for Del Norte County, Humboldt County, or the national median income, whichever is higher, as determined by the Secretary of the United States Department of Housing and Urban Development ("HUD"). The amount of rent or homebuyer payment for a family may increase or decrease, depending on the "monthly adjusted income of such family."

Consequently, "annual income" is used to determine a family's eligibility for housing assistance and as the starting point for computing monthly adjusted income which is used to determine as eligible family's rent or homebuyer payment. Monthly adjusted income which is used to determine an eligible family's rent or homebuyer payment. Monthly adjusted income means *annual income* minus income from the sources described ~~in subsection 5.3~~ below.

2) **"Annual income"** means Annual income as reported under the Census long-form for the most recent available Decennial Census.

Annual Income includes, but is not limited to:

- (a) wages, salaries, tips, commissions, etc;
- (b) self-employment income;
- (c) farm self-employment income;
- (d) interest, dividends, net rental income, or income from estates or trusts;
- (e) Social security or railroad retirement;
- (f) supplemental security income, aid to families with dependent children, or other public

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- assistance or public welfare program;
- (g) retirement, survivor, or disability pensions; and
- (h) any other sources of income received regularly, including Veterans' (VA) payments, unemployment compensation, and alimony.

3) Annual income does not include the following:

- (a) Money received from the sale of property (unless the recipient was engaged in the business of selling such property);
- (b) The value of income "in-kind" from food stamps. Public housing subsidies, medical care, employer contributions for persons etc.;
- (c) Withdrawal of bank deposits;
- (d) Money borrowed
- (e) Tax refunds;
- (f) Exchange of money between relatives living in the same household; and
- (g) Gifts and lump-sum inheritances, insurance payments, and other types of lump-sum receipts.

6: DEDUCTIONS FROM INCOME

To determine appropriate monthly payments, the following amounts will be deducted from a household's total anticipated annual income, as defined above:

- 1) \$480 for each dependent.
- 2) \$400 for a family with at least one member 62 years or older (elderly family).
- 3)
 - a) For any elderly family a medical deduction may be given for medical expenses, which exceed three percent (3%) of their gross household income. Medical expenses are those medical expenses, including medical insurance premiums that are anticipated during the period for which annual Income is computed and that are not covered by insurance.
 - b) Handicapped assistance expenses, which exceed three percent (3%) of annual income.
 - c) For and elderly family, combined handicapped assistance expenses and medical expenses that exceed three percent (3%) of annual income.
- 4) Child care expenses of children less than 13 years of age where necessary to enable a family member to be gainfully employed or to further his or her education. The amount deducted shall not exceed the amount of income derived from such employment. Where a competent adult is not working and not in school, no deduction is allowed.
- 5) A deduction for travel expenses in addition to the childcare deduction, for excessive travel expenses. This deduction may be used if travel expenses are greater than childcare expenses, but may not exceed \$25.00 per week (\$1,300/ yr.). This deduction may only be approved for employment or educational related travel. The YIHA will require that the resident maintain a mileage log or provide receipts to verify this deduction.
- 6) Handicapped Assistance Expenses are reasonable expenses that are anticipated during the period for which Annual income is computed for attendant care and auxiliary apparatus for a Handicapped or disabled family member that are necessary to enable a family member

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(including the handicapped or disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed from outside sources.

SECTION 7: REQUIRED MONTHLY PAYMENTS

1) Amount of Required Monthly Payment. Each resident shall pay a Required Monthly Payment based on his/her annual income and the following factors:

- (a) Annual gross household Income less deductions allowed in this policy (adjusted family income)
- (b) Multiplying the Adjusted Family Income by thirty percent (30%) for Renters and by thirty percent (30%) which includes a \$100 Administration Fee and a \$50 MEPA Fee for Homebuyer, since homebuyers are responsible for maintenance of their units.

2) Maximum Monthly Payment: The maximum required monthly payment for each Homebuyer will be the sum of:

- (a) the administrative charge, plus
- (b) the monthly debt service amount shown on the individual homebuyer's Purchase Price Schedule
- (c) the MEPA

The maximum required monthly payment for renters will be comparable market rents in the same geographical area for the same size house, as determined by the YIHA.

3) Collection of monthly payments: Collection of monthly payments will be governed by the YIHA's Collection and Eviction Policy in effect at the time the payment is due.

4) Additional payments due to the Housing Authority. The Housing Authority will charge all costs incurred in the collection of debts due the Housing Authority to the resident's Account.

5) Due dates for monthly payments and other charges: ***Homeowners-See Individual Homeowner Agreement.**

- (a) All monthly payments are due and payable in full by the first (1st) day of each month without a reminder notice from the YIHA.

6) **As an incentive for YIHA Residents who keep their payment agreements current for January through November, a 10% discount will be applied to their December payment.**

8: SOCIAL SECURITY NUMBERS

Federal law requires all family members to disclose and verify their Social Security numbers.

1) Verification can be in the form of the following;

- (a) A photocopy of a valid SSN card issued by the Social Security Administration of the Department of Health and Human Services.

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- (b) A valid state driver's license disclosing the SSN.
 - (c) A valid state identification card disclosing the SSN.
 - (d) A statement or verification received by the individual from the Social Security Administration disclosing the SSN. Any documentation provided by the family that does not disclose or verify the individual's SSN will be rejected for verification purposes.
 - (e) **Tribal Membership Identification Cards that provides the SSN.**
- 2) Additionally, the following applies to the documentation and verification of SSN's:
- (a) For those family members who do not have a SSN assigned to them they need to certify to this fact and then apply for SSNs.
 - (b) For those family members who do have a SSN assigned to them and are able to provide the number itself, but are unable to provide documentation at that time, they must certify to this fact. **Such family members have 60 days from the date of the certification to provide the documentation of the SSN to the YIHA.**
 - (c) Applicants have 60 days from the YIHA's request, to provide verification of SSNs during which time they will retain their current position on the waiting list. Applicants cannot become participants until the SSNs have been verified or until acceptable documentation has been produced. If an applicant is unable to document the SSN or provide appropriate documentation at the end of 60 days from the date of certification, his or her eligibility will be denied.
 - (d) Residents must disclose and verify Social Security numbers at their annual or interim re-examination. Residents will be granted the same 60 days as outlined above if **needed** to verify the social Security numbers. Residents who, without cause, fail to verify their Social Security Numbers within the 60 days will have their Agreement terminated.
 - (e) The head of household or spouse must execute a certification that a family member under the age of 18 years either does not have a SSN or does have a SSN but is unable to provide documentation.
 - (f) An additional extension of up to 60 days may be provided to an applicant who is 62 years or older for documenting or certifying his or her SSN.
- 3) Once a particular family member has documented his or her SSN, re-verification or re-documentation of a particular SSN is not required unless:
- (a) The family adds a new member, then the new member must disclose and document his/her SSN, or certify that no SSN has been assigned.
 - (b) **When an adjustment to the family household occurs, the applicant must complete a family composition adjustment form and provide proof of income, social security cards and release of information for each additional member. Place in admissions policy also.**

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9: UNIT INSPECTIONS

The YIHA will conduct periodic inspections of each home. The resident or his/her representative is obligated under their rental Lease or Homebuyer Agreement to participate in pre-occupancy, annual, pre-move out and final move out inspections. Failure of the resident to participate in these required inspections will result in termination of their Agreement. **The residents will be required to sign all inspection forms and will receive a copy of all documents.**

1) **Decent, Safe and Sanitary Condition:** The YIHA will inspect each house annually. The YIHA also will inspect a home at other times, with prior notification to the resident, if the YIHA has reason to believe that the interior or exterior of the home is not being maintained in a decent, safe and/or sanitary condition. Notification will be in writing giving the resident at least 2 days prior notice of the inspection.

2) **Pre-Occupancy Inspection:** Prior to the move in, the resident and representatives of the YIHA will conduct a pre-occupancy inspection to document the existing condition of the home. The pre-occupancy inspection will become part of the resident's file and will be used for future reference, should the **renter or** homebuyer or the YIHA terminate their Agreement.

3) **Annual Inspections:** The resident and/or his/her representative along with the YIHA representative will conduct an annual inspection of the home. The annual inspection is conducted to ensure that the home is being properly maintained. The annual inspection also documents the condition of the home for the resident's file and provides the YIHA with a basis for referral of the resident to the YIHA's Resident Services staff for maintenance counseling as needed. An inspection may result in mandatory maintenance being required on the unit. In this case, a plan of action will be developed between the YIHA and the resident listing specific maintenance actions needed and target dates. The YIHA will follow up with subsequent inspections on those dates to assure necessary compliance.

4) **Pre-move out Inspection:** The pre-move out inspection is scheduled at the time the resident notifies the YIHA with his/her thirty (30) day notice of intent to terminate their Agreement. The pre-move out inspection is conducted to provide the resident with assistance in maintenance items that are required to be repaired/replaced or cleaned prior to the YIHA regaining possession of the home.

5) The YIHA will perform an inspection of the premises whenever it takes action to terminate a resident's Agreement. The premises **shall** be inspected prior to the resident moving out.

6) **Final Move out Inspection:** The final move out inspection documents the condition of the home at the time the YIHA regains possession of the home. Any items needing repair or replacement, or cleaning will be documented for the file. Any charges to previous residents for repairing the home will be made according to this policy.

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10: RESPONSIBILITY FOR HOME MAINTENANCE

Renters are responsible for keeping their unit clean and sanitary and **are required to participate in a Maintenance Counseling Training that will outline YIHA's and the renter's responsibilities.** Renters are responsible for immediately notifying the YIHA of items needing maintenance work to prevent further deterioration. **Renters are also responsible for costs of repairing ALL damage to their unit beyond normal wear and tear. Renter's Insurance is encouraged and may be obtained at the expense of the tenant.**

Homebuyers, on the other hand are responsible for all routine and non-routine maintenance of their home, including all repairs and replacements (including repairs and replacements necessitated by damage from any cause). The YIHA is not obligated to pay for or to provide any maintenance of the homebuyer's home other than the correction of warranty items reported during the applicable warranty period.

The YIHA and residents are responsible to future generations and to HUD for ensuring that the homes are well maintained. Instances of serious abuse or misuse of the home, or failure by the homebuyer to provide basic routine or non-routine maintenance are causes for termination. Costs will be charged to the homebuyer if work has to be performed by the YIHA. The procedures listed below will be followed when the YIHA determines that the homebuyer has failed to perform the required maintenance:

- (a) Immediately upon determination by the YIHA that the resident has failed to adequately clean or perform maintenance, the YIHA will require the homebuyer to agree to a specific, negotiated plan of action to cure the breach and to assure future compliance. The plan will provide for maintenance work to be done within a reasonable time by the homebuyer, with such use of the homebuyer's **MEPA** as may be necessary (or applicable, by program), or to be done by the YIHA and charged to the homebuyer's **MEPA**. If the resident does not agree to a plan to cure the default or fails to carry out the agreed to plan, the Lease or Homeownership Agreement shall be terminated.
- (b) If the YIHA determines that the condition of the property creates a hazard to the life, health or safety of the occupants, or if there is an immediate risk of serious damage to the property if the condition is not corrected, the corrective work shall be promptly completed by the YIHA with such use of the homebuyer's accounts as may be necessary. All costs in excess of the homebuyer accounts will be charged to the Homebuyer directly and must be paid in conformance with the YIHA's Collections and Evictions policy.
- (c) Maintenance work may be performed by the YIHA without termination of the Homebuyer Agreement only where there is an immediate threat to health or safety.

Additions or structural changes to the home may be made only with prior written approval of the YIHA. The YIHA and the resident will ensure that such changes will not:

- (a) Impair the value of the home, the surrounding homes or the project, or
- (b) Impair the use of the home for residential purposes, or
- (c) Violate YIHA standards as to design and construction.

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11: HOMEBUYER REPAIR STANDARDS

The standards for determining repairs needed to guarantee a minimum standard for all units follow. Provisions in the Homebuyer Agreement and Lease are applicable. The following items will be maintained or repaired to minimums: O=Occupied, V=Vacant.

O/V All painted surfaces to be cleaned and acceptable or patched and repainted as needed.

1. Grounds:

O/V a. Be in neat, orderly fashion, free of debris. All Vehicles must be in operable condition.

V b. Free of all personal items.

2. Exterior:

O/V a. Paint to be free from peeling, fading, scrapes and gouges.

O/V b. Windows are to be in operable condition and have caulking, screens present and free of holes.

O/V c. Entry steps and decks to be sound and serviceable, with a maximum of 20% of bare wood showing.

V d. Entry doors to be operable with working weather-strip, threshold, hardware and doorstep.

O/V e. Flue pipes are to have all weather caps, flashing and caulking in place.

O/V f. Dryer, bathroom and kitchen vent hoods are to be operable.

O/V g. Weather head, guy wires and electrical meter and panel are to be in good condition.

O/V h. Sewer clean outs and vents are to be accessible and sealed properly with removable caps.

O/V i. Exterior light fixtures are to be in working condition with manufacturer's shades, lenses and covers intact.

O/V j. Receptacles are to be covered with approved weather tight cover plates.

V h. Rain gutters (where applicable or when originally equipped) to the house are to be in working condition, or if added by Homebuyer are to be removed if they are not in working condition or if repaired by **YIHA staff** it is to be billed to terminated Homebuyer.

O/V 1. Combustion air vent duct to be functioning.

O/V m. Siding to be nailed or fastened properly.

O/V n. Roof to be free of leaks.

3. Kitchen:

O/V a. Sink to be clean and functioning stoppers present, with strainers, drain and vents free of leaks.

O/V b. Countertops are to be in acceptable condition (no burns, no large scratches or chips)

O/V c. Sill caulking is to be intact or re-caulked.

O/V d. Cabinet doors, drawers and related hardware are to be in good working condition.

O/V e. Cabinet finish to be free of scratches and worn spots, or to be re-stained.

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- O/V f. Floor covering to be in reasonable condition (no tears, peeling seams or excessive wear spots).
- O/V g. Stove: Burners, drip pans, knobs, oven racks, door and drawers are to be in good working condition with all surfaces clean and functional.
- O/V h. Faucets are to be in good working condition with all service valves functional.
- O/V i. Refrigerator: doors, trays, shelves, handles and evaporation tray clean and in good working condition.

5. Utility Room:

- V a. Heating appliances are to be **annually** serviced.
- O/V b. All flue pipes are to be cleaned and maintained.
- O/V c. Breaker panel is to be in place and properly labeled.
- V d. Door and hardware are to be in good working order.

6. Living Room, Halls and All Bedrooms:

- O/V a. Lights and switches are to be functioning properly with all manufacturer's lenses and covers intact.
- O/V b. All receptacles and covers are to be in good working order.
- O/V c. All windows, screens and related hardware and trim are to be intact and good working order.

7. Bathrooms:

- O/V a. Tub and wall surround are to be in good condition with caulking properly in place.
- O/V b. Faucets are to be in good working condition with all service valves functioning properly.
- O/V c. Toilet is to be in good operating condition with sewer connection free of all blockage.
- O/V d. Floor covering (vinyl) is to be free of tears, seams, peeling, or worn spots.

12: STANDARDS FOR VACATED UNITS

The following procedures and unit standards apply to residents when vacating their units. According to the Lease or Homebuyer Agreement, both the resident and the Housing Authority have the right to terminate their agreement.

A YIHA representative, accompanied by the Tenant/ Homebuyer/subleasee will perform an inspection of the unit, signing and dating the form agreeing to the conditions of the unit. In the case of a renter, any repair or replacement costs incurred by the YIHA, beyond normal wear and tear, will be charged to the tenant. In the case of a Homebuyer, all maintenance, repair and replacement costs incurred by the YIHA to prepare the home for the next occupant will be charged to the Homebuyer. The amounts to be charged for such maintenance, repairs and replacements will be based on the YIHA's full actual costs incurred.

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The cost of securing a vacant unit, the cost of notification and associated termination tasks, and the cost of storage and/or disposition of remaining personal property will also be charged to the resident's accounts.

The time lines for the sequence of events are as follows:

- (a) The resident notifies the Housing Authority of intent to terminate.
- (b) Housing Authority schedules an Inspection within five (5) working days.
- (c) Within five (5) working days of the unit's inspection, repairs required and the YIHA's cost estimates will be sent to the resident via Certified Mail. The Certificate of Notification is logged in Vacant Unit Log.
- (d) If the resident has not completed the maintenance and repairs within **twenty** (20) days from date the repair estimate is received by the resident, the YIHA will begin repairs as soon as they can be scheduled.
- (e) Depending upon the extent of repairs, the renovation of the unit should take no longer than thirty (30) days. If 30 days will not be sufficient, the resident and Executive Director will be notified with an implementation schedule from the Maintenance Department.
- (f) The job foreman will fill out a weekly log of work in progress.
- (g) Maintenance Department will inspect work as needed.
- (h) Accounting will be notified by the Maintenance Department of costs of work they have completed.
- (i) Residents will be notified of the actual cost of repairs and final closeout of any **MEPA** or other account within 10 working days after completion by Maintenance Department.

13: HOMEBUYER SUBLEASING

The purpose of the sublease policy is to enable the YIHA's Homebuyers (not renters) to sublease their homes when obtaining education, employment or for medical care that they would not otherwise be able to obtain due to the geographical location of their home community. The homebuyer agrees in their Homebuyer Agreement not to sublease the home without prior written approval of the YIHA. Once the approval has been granted the Homebuyer will still be responsible for required monthly payments and maintenance of the unit during the term of sublease.

Situations Justifying Approval of a Sublease Request:

THE YIHA may grant the individual homebuyer the written approval to enter into a Sublease Agreement in the following situations:

- 1) Education: The homebuyer who wants to attend a recognized educational institution, such as college (undergraduate/graduate) community college (including CETA affiliated) skill centers, private business schools, or vocational institutions, for the purpose of obtaining a degree or certification.

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- 2) Employment: Some Homebuyers are dependent upon seasonal employment. Therefore, when seasonal employment ends, homebuyers are forced to find other means to support their families through jobs, which are not always attainable in the community. A homebuyer who takes a full time job out of the geographical area of his or her home for a period not to exceed one year will be eligible for written approval of a sublease request during that period.
- 3) Medical Care: Approval from the YIHA will be dependent upon a Doctor's written recommendation that the homebuyer needs to leave the area for medical reasons, such as hospitalization and/or therapy in a situation that is not permanent.
- 4) Military: Temporary duty assignment with a copy of the orders being placed in the Homebuyer's file.

Request for Sublease:

- 1) Prior approval: The Homebuyer has agreed in the Homebuyer Agreement to submit the proposed sublease agreement for review and approval at least 30 days prior to the Subleasing Tenant's move in date. The 30-day notice allows the YIHA to review and approve the request with all requirements and to assure that the sublease has language that gives the YIHA the right to step in and void the sublease if program violations occur.
- 2) Sublease Agreement: The pre-approved agreement must be in compliance with the YIHA rules, regulations and guidelines. It does not release the Homebuyer or the Subleasee from any occupancy responsibilities, including making monthly payments, keeping the unit in good repair and living responsibly within the Tribal community.

Homebuyer's YIHA Account must be Current;

The YIHA will not consider or approve requests for subleases if the subject Homebuyer is in arrears. A sublease will be allowed only if all accounts are brought current.

Maximum Term of a Sublease Agreement:

Education: Not to exceed a period of four years. When the necessity of over one year and up to four years of education is required, the homebuyers must supply the YIHA with documentation of the planned educational work, including, but not limited to proof of registration, successful completion of each semester, and the program schedule for the degree or certificate.

Employment: Not to exceed a period of one year in any situation. Verification of this employment will be supplied by a notice of employment, W2's or Income Tax Statement when the Homebuyer is recertified.

Medical for homebuyers: The length of time will depend on the doctor's recommendation for

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hospitalization and/or therapy. The resident must submit a doctor's written verification of the recommendation.

Selection of the Subleasee: Homebuyer's **Subleasees** are **required to be eligible for services and provide the same source documentation along with the Subleasee Agreement to the YIHA** under the Homebuyer Program when selecting a Subleasee/Tenant.

- (a) In the event that homebuyer does not have a prospective subleasee, names from the waiting list will be provided at the request of the Homebuyer.
- (b) Ineligible subleases include leasing to private and public corporations as well as either profit or non-profit organizations.

Homebuyer's Continued Occupancy Recertification Obligation:

1) Recertification: When the homebuyer enters into a Sublease Agreement, he/she will still be required to be recertified for continued occupancy on an annual basis as described in the Homebuyer Agreement.

2) Rental Income: All of the rental revenue/income will be figured into the Homebuyer's Annual Income during the recertification period which may result in a change of the required monthly payments.

Security Deposits:

It is the responsibility of the Homebuyer/Landlord to determine how much of a security deposit is required. The YIHA suggests that the Landlord/Homebuyer obtain a copy of **the California's Landlord/Tenant Laws** and follow them closely.

Payments:

1) Homebuyer payment: It is the responsibility of the Homebuyer to make the required full monthly payments on time to the Housing Authority.

2) Subleasee payments: The subleasee will make their payment directly to the landlord/homebuyer per the sublease agreement.

3) Maximum Subleasee Payments: **The maximum Subleasee Payments will not exceed the original payment of the Homeownership Agreement that will include the Administrative Fee and the MEPA Fee.**

Expiration of Sublease Term:

1) After the expiration of the sublease term agreed upon with the Homebuyer, YIHA shall determine whether subleasing the unit by the Homebuyer should continue.

2) If it is deemed proper to continue the Sublease arrangement, the YIHA shall document and certify the basis of its decision to continue, and submit it to the Board of Commissioners for approval of the extension.

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- 3) If the YIHA decides that the Sublease arrangement should not continue, the Homebuyer shall be notified in writing of the YIHA's decision in the matter and given the opportunity to re-occupy the unit as their principle place of residence.
- 4) If the family declines to re-occupy the home, the Mutual Help and Occupancy Agreement shall be terminated. The YIHA shall take possession of the unit, evaluate the condition of home and review the waiting list for eligible applicants. Consideration may be given the tenant residing in the home for placement in the home-ownership program, if eligible.

Termination of the Homebuyer:

In the event the Landlord/homebuyer fails to terminate subleasee due to the default of any of the conditions, which are the Homebuyer's obligation, and the YIHA has to enter in, the Homebuyer will be considered by the YIHA to be in default of his/her Homebuyer Agreement. The YIHA shall give him/her Notice of Termination of that Agreement pursuant to the terms of that agreement. The Homeowner will be held liable to the YIHA to pay for all costs arising out of such default, including but not limited to: legal fees, maintenance repairs and any outstanding rental or repair balance.

- 1) The landlord/homebuyer will be responsible for all obligations and responsibilities as stated in the Homebuyer Agreement, including routine and non-routine maintenance.
- 2) The landlord/homebuyer will ensure that there are no third party leases or assignments for the home executed during the duration of his/her absence.
- 3) Should the Subleasee default in any of the above, it is the landlord/homebuyer's sole responsibility to take immediate action necessary to correct the default or to terminate the agreement and evict the subleasee/tenant. It will also be the landlord or Homebuyer's responsibility to pay all fees to evict the subleasee and to repair any damage done to the unit.

Utilities:

It is the responsibility of the homebuyer to maintain all utility service whether or not the utility account is in the Homebuyer's name. At no time does the YIHA accept responsibility for utility expenses for the unit. The YIHA will hold the homebuyer responsible for all damage to the unit, which results from lack of utility service (such as water damage from frozen and broken pipes).

SECTION 14: TRANSFERS WITHIN THE PROGRAM

Voluntary transfers of residents within or between projects are allowable with approval of the Executive Director. The resident requesting a transfer must complete an application, which will be approved based on eligibility of all of the following criteria. Approved applications will be placed on the Transfer waiting list. Priority on the list will be based on date and time of application.

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- 1) Transfers must be based on need (overcrowding, under utilization of the unit or educational or employment reasons for a geographical change), or based on a documented medical need for a transfer, including a handicapped family requiring a transfer to a unit which better accommodates their handicap.
- 2) In cases of overcrowding, the YIHA will evaluate the homebuyers' financial ability to enlarge their current unit. Transfers would only be authorized if the YIHA has determined that the family is financially incapable of remedying the overcrowded condition.
- 3) The resident must have a good payment history and have all accounts current.
- 4) The current unit must be maintained in an acceptable manner. If the above three criteria are met, an inspection will be conducted to determine the condition of the unit. If the unit meets the YIHA's standards for acceptable maintenance, the applicant will be placed on the transfer waiting list. The resident must clean the unit thoroughly upon transferring so it is ready for the new family to move in. All cleaning cost will be born by the transferring family.
- 5) When a unit becomes available for the resident to transfer to, the transfer applicant will be given at least a 30-day notice to move into the new unit. A move out inspection form, with standards for acceptable maintenance will be sent to the resident to ensure completion of all maintenance at move-in. At the time of the transfer, the move out inspection must accurately reflect that the transfer applicant's unit does not require any maintenance to be performed by the YIHA.
- 6) In the case of a **new** homebuyer family, the purchase price of the unit and interest rate will be based on their **qualifications in compliance with the YIHA eligibility and current appraised value of the unit. Transferring** homebuyers will therefore be given credit for their previous **equity** in the homebuyer program **and that equity shall be credited to the transferring unit. Any incurred costs of the transfer are the responsibility of the transferee.**

15: SUCCESSION UPON HOMEBUYER'S DEATH or MENTAL INCAPACITY

Since the home is owned by the YIHA until paid off by the homebuyer, a transfer of the leasehold interest through a Will is not valid. The Homebuyer Agreement is a "lease with option to purchase", not a title of ownership. What is not owned cannot be transferred through a Will. Designation of a successor by a homebuyer is the method used to transfer the "lease with option to purchase" at the YIHA.

- 1) Definition of "Event": "Event" means the death or mental incapacity of all persons who have executed a Homebuyer Agreement with the YIHA.

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2) Designation of a Successor by Homebuyer: The Homebuyer may designate, as a successor only a person who, at the time of the designation, is a member of the homebuyer's family. **The homebuyer must complete and have notarized the “Designation of Successor by Homebuyer” form.** The successor does not have to be living in the residence. The homebuyer may, at any time, change the designation by written notice to the YIHA, and designate another successor who meets the qualifications of this section **by completing a new notarized “Designation of Successor by Homebuyer” form.** The designated successor shall be entitled to succeed only if, at the time of the event, he/she meets the conditions stated in paragraph #3 below.

3) Succession by Person Designated by Homebuyer: Upon occurrence of an event, the person designated as the successor shall succeed to the homebuyer's rights and responsibilities under the Homebuyer Agreement if the designated successor meets the following conditions:

- (a) the successor is willing and able to pay the administration charge, **MEPA Fee, and**
- (b) the successor is willing and able to perform all the obligations of a homebuyer under the Homebuyer Agreement, and
- (c) the successor satisfies all federal and YIHA qualifying criteria to be eligible for the homebuyer program, or
- (d) the successor pays the YIHA an amount equal to all amounts owing to it by the previous homebuyer, including the outstanding balance remaining to pay off the unit.

16: PURCHASE PRICE SCHEDULE, OWNERSHIP CHANGES AND YIHA FINANCING

The YIHA provides the family the opportunity to purchase the dwelling under the Homebuyer Agreement. The Homebuyer Agreement is a lease with an option to purchase, under which the purchase price declines over the period of occupancy. A homebuyer may purchase the unit at any time during their occupancy by paying the balance of the price owed.

The YIHA shall determine whether the Homebuyer is eligible for the YIHA Homeownership Financing. Homebuyers are eligible if they are able to pay one-time closing costs, ongoing costs for debt service, insurance coverage, taxes and special assessments, a mortgage servicing charge, maintenance expenses and utilities.

At move-in, the YIHA will furnish each Homebuyer a statement of the initial purchase price of their home, and a purchase price schedule with **1%** interest. Thereafter, the YIHA will provide an annual statement showing payments made and balances in **the MEPA** and the amount still owed.

The purchase price for a subsequent Homebuyer will be based on the lower of the current appraised value or the current replacement cost. Each subsequent Homebuyer shall also be provided with their purchase price, and a purchase price schedule, under which the purchase

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price declines over the period of occupancy. It also shows the declining purchase price over the term of the Agreement, beginning with the first day of the month following the effective date of their Agreement.

The Homebuyer Agreement enables the family to achieve homeownership when the amount in the Homebuyer's equity meets the purchase price schedule balance. If the Homebuyer is able to obtain outside financing and pays off the balance owed, the YIHA will release the homebuyer from the Agreement and convey title to the home. The Homebuyer must also have satisfied all other obligations under their Agreement.

The Homebuyer's income must be at such a level that the above expenses would be within 30% of the Homebuyer's income and is likely to remain at such a level, **evidenced by the homebuyer's prior three years work history**. If the Homebuyer is eligible for financing, the YIHA will send the Homebuyer written notification. If the Homebuyer chooses not to purchase the home at that time, his or her status will remain as before.

17: USE OF MEPA FUNDS

Use of the **MEPA** shall be limited and approved only on a case-by-case basis. The following conditions must apply for this approval:

- 1) If a homebuyer has a demonstrated history of fulfilling all requirements of the Homebuyer Agreement, including specifically being fully current with monthly payments, the homebuyer may request and be authorized the use of **the MEPA funds**. **A homebuyer may request and be authorized additional funds** in the form of a loan for improvements and enlargements of the home **as defined by the YIHA Procurement Policy**. **A new amortization schedule will be calculated and added as an addendum to the original purchase agreement**.
- 2) If the YIHA determines that the condition of the property creates a hazard to the life, health or safety of the homebuyer and/or his family, or if there is an immediate risk of serious damage to the property if the condition is not corrected, the corrective work will be completed promptly by the Homebuyer with such use of the Homebuyer's **MEPA** as the YIHA may determine to be necessary, or by the YIHA with the charge of the cost to the Homebuyer's **MEPA**.
- 3) The YIHA may elect **at the written request of the homebuyer, to use the homebuyer's MEPA** for payment of their monthly **payment, including** the administrative charges if the homebuyer is unable to make **his/her** payment. This procedure will be followed if the Homebuyer is experiencing extreme financial hardship that is temporary in nature. Should a homebuyer need such use of his/her **MEPA**, the homebuyer must complete budget counseling. The Homebuyer will continue to be responsible for payment to the YIHA of all amounts above the administration charge.

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18. VOLUNTARY AND INVOLUNTARY TERMINATIONS

The resident is responsible to provide the YIHA with a thirty (30) day written notice of his/her intent to terminate their Agreement. If the resident vacates the home without notice to the YIHA, the resident will remain subject to the obligations of their Agreement, including the obligation to make monthly payments until the YIHA terminates the Agreement in writing. Notice of the termination will be communicated by the YIHA to the extent feasible and the termination shall be effective on the date stated in the notice.

Upon receipt of the Notice, the YIHA will schedule a pre-move out inspection, which will allow the resident to provide needed repairs or replacements, if any, prior to vacating the unit.

If the Agreement is terminated by either a homebuyer or the YIHA, the money in the homebuyer's **MEPA** will be disposed of according to provisions in the Homebuyer agreement.

The YIHA will terminate any resident who has breached his/her Agreement, breached any section of this Policy, or who has failed to provide accurate information on the application or subsequent reexamination with a thirty day written notice. The resident will be allowed to rectify the breach or violation within thirty days, or request a hearing through the grievance procedure. If the resident does not request a hearing or correct the deficiencies as noted in the Notice of Termination within the thirty days, their Agreement is no longer valid.

19: PROGRAM VIOLATIONS

Program violations are not always intentional and may result from a lack of understanding of program requirements. Other violations are intentional. Since it is not easy to tell the difference, it is important that they be dealt with **within thirty (30) days** and in a firm but fair manner.

Residents commit a program violation by:

- 1) Failing to submit the YIHA requested verifications.
- 2) Failing to provide verification of social security numbers.
- 3) Failing to complete recertification.
- 4) Failing to report changes in income and/or assets of household
- 5) Vacating the unit in violation of the Lease or Homebuyer Agreement.
- 6) Failure to keep utilities in service to the unit.
- 7) Failure to maintain the home and/or property as required.
- 8) Conducting themselves personally in a manner that is disruptive of their neighbors' right to quiet enjoyment of their homes.
- 9) Non payment or other violations of the Lease or Homebuyer Agreement.

Homebuyers, **Renters and Applicants** commit a fraudulent criminal violation by:

- 1) Knowingly omitting income or assets of self or household members.

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- 2) Knowingly under reporting income/assets of self or household members.
- 3) Transferring income or assets to obtain/retain false eligibility.
- 4) Overstating deductions, allowances or expenses.
- 5) Using a false identity or false social security number.
- 6) Using false documents.
- 7) Falsifying number of household members, etc.

If a resident commits a program violation, the YIHA will notify the resident in writing of the violation and **shall require the resident/homeowner to** jointly develop a **scheduled plan of action** to correct the violations. **Three violation notices to the tenant within a six month period for any conditions of the YIHA tenant lease is automatic eviction.** The YIHA will also provide counseling as appropriate and an opportunity for an informal hearing on the matter. If corrections are not forthcoming, termination from the program will result.

In cases of fraud, the YIHA has several options, including criminal prosecution, **eviction and repayment**

In cases of felony criminal convictions and/or convictions of illicit drug use, manufacturing and/or dealing, immediate eviction actions will be pursued by the YIHA.

In cases of an alcohol related felony conviction and/or three alcohol related convictions within the last three years shall result in an immediate eviction actions will be pursued by the YIHA.

NOTE: RESIDENTS FROM THE TRANSFER WAITING LIST TAKE PREFERENCE OVER THOSE ELIGIBLE FOR SELECTION PREFERENCES.

C*E*R*T*F*I*C*A*T*I*O*N

This is to certify the Occupancy Policy of the Yurok Indian Housing Authority was approved at a duly called meeting of the Board of Commissioners on October 6, 2009 at which a quorum was present and the Occupancy Policy was adopted by a vote of 6 For, ___ Apposed, and ___ Abstentions.

Wanda Green, Chairperson
Yurok Indian Housing Authority Board of Commissioners

ATTEST:

Kerri Malloy, Secretary
Yurok Indian Housing Authority Board of Commissioners