



RED CLIFF HOUSING AUTHORITY
ADMISSIONS & OCCUPANCY POLICIES

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Program Admissions Policies

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RED CLIFF HOUSING AUTHORITY ADMISSIONS & OCCUPANCY POLICIES

ADMISSIONS

Introduction

The goal of the Red Cliff Housing Authority is to provide affordable housing opportunities for qualified families, in a safe and healthy environment.

This policy outlines eligibility, the application process, criteria for admission, and criteria for rejection of applicants, the waiting lists, and assignment to units managed by the Housing Authority. Once eligibility for admission has been established, and a family moves into a unit managed by RCHA, tenants and their families are expected to abide by the occupancy standards established within this policy.

This policy is also designed to:

- Comply with Federal Housing Statutes and Regulations.
- Provide for consistent, fair, equitable, and uniform treatment of tenants.
- Provide a basis for decision making by RCHA management, staff and Members of the Board of Commissioners.
- Serve as a guide for RCHA staff and Housing Board members to use in determining eligibility, admission and selection criteria.
- Serve as a training and orientation manual for new employees and appointed Housing Board members.
- Educate RCHA tenants and the public on the basis for Housing Authority RCHA Decisions.

1. Interpretation

This Policy has been designed to achieve consistency with The Indian Civil Rights Act of 1968, The U.S. Housing Act of 1937, The Indian Housing Act of 1988, Title VI of the Civil Rights Act of 1964, The Fair Housing Act 42 U.S.C. 3601-3620, Section 504 of the Rehabilitation Act of 1973, 24 CFR 1, Subpart D of 24 CFR 950, Native American Housing Assistance and Self-Determination Act of 1996, Tribal Ordinances of the Red Cliff Band of Lake Superior Chippewa Indians; applicable laws of the State of Wisconsin and any Federal, State or 3rd party funding agreements applicable to the development or operation of any RCHA-managed housing; as well as the overall program goals of the Red Cliff Chippewa Tribe of Wisconsin. Said laws, regulations, or signed agreements shall prevail where they conflict with the Policies contained herein. Unless otherwise indicated, section references herein are to sections within this Policy. Where not listed, terms shall have meanings given under applicable laws, regulations and

guidance of funding agencies, or the meanings contained in signed agreements to which RCHA is a party.

1.1 Adoption

This Policy for the RCHA was developed by the RCHA Staff and Board, reviewed by the Tribal Administrator, HUD, appropriate legal counsel, and was endorsed by motion of the Red Cliff Tribal Council. It was subsequently adopted by the RCHA Board of Commissioners on October 25, 2012. This policy goes into effect on _____.

This Policy supersedes all previous RCHA policies, including:

- Admissions, Occupancy, Maintenance, Grievance, Collections, etc.

1.2 Authority

RCHA is empowered by the Tribal Council under Chapter 19.6 of the Red Cliff Code of Laws “to make rules and regulations concerning the selection of tenants or homebuyers, including the establishment of priorities, and concerning the occupancy, rental, care and management of housing units; and to make such further rules and regulations as the Board may deem necessary and desirable.” RCHA will administer these Policies as regulations enforceable by Staff, the RCHA Board, and Tribal Court when necessary.

1.3 Retroactivity

Neither RCHA nor its tenants shall be expected to uphold standards that did not exist prior to the date of this Policy’s adoption. However, where past actions were unlawful at the time they occurred and are likewise contrary to this Policy, said actions shall remain unlawful and be subject to enforcement or remedy to the fullest extent practicable in accordance with this Policy.

1.4 Amendments

From time to time, this Policy may be amended by resolution or motion of the RCHA Board. The publicly-available text of this policy shall be revised timely so as to contain the most current amendments. Where any part of this Policy has been amended after adoption, a reference shall be inserted to explanatory endnotes, which shall be attached hereto and shall include the date of Board action, the language revised, and purpose of revision.

2. Applicability and Organization

2.1 Individual applicability

This Policy is applicable to all RCHA tenants, including but not limited to, applicants, residents, and program participants.

2.2 Program applicability

A. This Policy applies to the following programs:

- Single Family Low-Income Housing units managed by RCHA
- Elderly Low Income Apartment type units managed by RCHA
- Units owned by local Affordable Housing Tax Credit Development LLCs and managed by RCHA.
- Any other units managed by RCHA not specifically excluded below

B. All sections of this policy are applicable to all programs unless noted otherwise in any section heading, in which case all provisions within and subordinate to said heading shall apply only to the program cited.

2.3 Relationship of Policies to Lease

The rental lease agreement for any program is intended to implement this Policy. Exclusion of any provisions of this Policy from the terms of the lease shall in no way relieve the Tenant or RCHA from the requirements contained herein.

3. Definitions

3.1 Abandonment: Means the absence of the residents from the dwelling unit, without notice to RCHA, for a period of time that is in excess of fifteen (15) calendar days.

3.2 Adjusted Income (*From PL 104330*): The term "*adjusted income*" means the annual income that remains after *excluding* the following amounts:

- **Youths, Students, and Persons with Disabilities: \$1000** for each member of the family residing in the household (other than the lessee his/her spouse)
 - (1) who is under **18** years of age; or
 - (2) who is (a) **18** years of age or older; and (b) a person with disabilities or a fulltime student.
- **Elderly and Disabled Families: \$1000** for an elderly or disabled family.
 - (1) Each elderly person shall receive a \$1000.00 deduction from their annual income.
 - (2) Each Handicapped person shall receive a \$1000.00 deduction from their annual income
 - (3) If a member of the household is elderly and handicapped that member shall receive \$2000.00 deduction from their annual income.
- **Medical and Attendant Expenses:** The amount by which 3% of the annual income of the family is exceeded by the aggregate of;
 - (1) Medical expenses, in the case of an elderly or disabled family; and
 - (2) Reasonable attendant care and auxiliary apparatus expense 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.
- **Childcare Expenses:** Childcare expenses, to the extent necessary to enable another member of the family to be employed or to further his or her education.
- **Travel Expenses:** Excessive travel expense, not to exceed **\$25** per family per week, for employment or education related travel.
- **Other Amounts:** Such other amounts as may be provided in the Indian Housing Plan for a Native American Tribe.

3.3 Affordable Housing (*From PL 104330*): The term "*affordable housing*" means housing that complies with the requirements for affordable housing under Title II. The term includes permanent housing for homeless persons who are persons with disabilities, and single room occupancy housing.

3.4 Annual Income (*From 24 CFR Part 1000*): The term “**Annual income**” includes:

- Wages, salaries, tips, commissions, etc.;
- Self-employment income;
- Farm self-employment income;
- Interest, dividends, net rental income, or income from estates or trusts;
- Social Security or railroad retirement;
- Supplemental Security Income (SSI);
- W2, G.A.P., or other public assistance programs;
- Retirement, survivor, or disability pensions; and
- Any other sources of income received regularly, including Veterans’ (VA) payments, unemployment compensation and alimony.

NAHASDA requires tribes to use one (1) of three (3) methods for determining a families ANNUAL INCOME. HUD allows tribes the option of selecting just one as their “standard”, or “the one that best fits the needs of the family”. In other words, one family could use one set of guidelines while a second family used a different set of guidelines. Details on all three (3) that are allowable by HUD are spelled out in HUD/ONAP “NAHASDA Guidance Bulletin 9902”.

3.5 “Area of Operation” means all areas within the jurisdiction of the Tribe.

3.6 “Board” means the Board of Commissioners of the RCHA.

3.7 Child: The term “**Child**” means a member of the family, other than the Lessee(s) or spouse, who is under eighteen (**18**) years of age.

3.8 Child Care Payments (*Tribal Interpretation*): The term “**Child Care Payments**” is broken down two ways.

- **Income.** Child care payments *RECEIVED* are considered to be income for the purposes of determining ANNUAL INCOME.
- **Expense.** Child care payments *PAID OUT* are considered to be an eligible expense for the purposes of determining ADJUSTED ANNUAL INCOME.

3.9 “Council” means the Red Cliff Tribal Council.

3.10 Drug Related Criminal Activity(*From PL 104330:*) 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).

3.11 Elderly Families (*From PL 104330*): The terms “**elderly family**” means a family whose head (or his or her spouse), or whose sole member, is an elderly person respectively. Such terms include **2** or more elderly persons living together, and **1** or more such persons living with **1** or more persons determined under the Indian Housing Plan for the agency to be essential to their care or wellbeing.

3.12 Elderly Person: The term “*elderly person*” means a person who is at least **55** years of age.

3.13 Extended Family Member (*Tribal Interpretation*): The term “*extended family member*” means, a family that includes in one household, near relatives, in addition to a nuclear family. More specifically, an Aunt, Uncle, Son in Law, Daughter in Law, Sister in Law, Brother in Law, Niece, Nephew, Grandparent, Grandchildren, Stepsister, Stepbrother, and First Cousin who live with a nuclear family.

3.14 Family (*From PL 104330& 24 CFR Part 1000*): The term “*family*” includes a family with or without children, an elderly family, a near elderly family, a disabled family, and a single person as determined by the ~~Indian~~ Tribe.

3.15 “Federal Government” includes the United States of America, the Department of Housing and Urban Development, or any other agency or instrumentality, corporate or otherwise of the United States of America.

3.16 Homebuyer (*NAIHC Working Aid*): The term “*Homebuyer*” means, a member or members of a lower income family who have executed a Homebuyer agreement with the RCHA and who has **NOT** yet achieved homeownership.

3.17 Homebuyer Agreement (*NAIHC Working Aid*): The term “*Homebuyer Agreement*” means the **Mutual Help and Occupancy Agreement** (See MHOA below).

3.18 Homebuyer Payment (*From 24 CFR Part 1000*): The term “*homebuyer payment*” means, the payment of a family purchasing a home pursuant to a *lease purchase* agreement.

3.19 “Housing Project” or “project” means any work or undertaking to provide or assist in providing (by any suitable method, including but not limited to: rental; sale of individual units in single or multifamily structures under conventional condominium, or cooperative sales contracts or lease-purchase agreements; loans; or subsidizing of rentals or charges) decent, safe and sanitary dwellings, apartments, or other living accommodations for persons of low income. Such work or undertaking may include buildings, land, leaseholds, equipment, facilities, and other real or personal property for necessary, convenient, or desirable appurtenances, for streets, sewers, water service, utilities, parks, site preparation or landscaping, and for administrative, community, health, recreational, welfare, or other purposes. The term “housing project” or “project” also may be applied to the planning of the buildings and improvements, the acquisition of property or any interest therein, the demolition of existing structures, the construction, reconstruction, rehabilitation, alteration or repair of the improvements or other property and all other work in connection therewith, and the term shall include all other real and personal property and all tangible or intangible assets held or used in connection with the housing project.

3.20 HUD (*Abbreviation*): The abbreviation “*HUD*” means, The United States Department of Housing and Urban Development.

3. 21 Illegal Occupant: Shall mean any person remaining in the unit for a period of thirty (30) calendar days or more but are not listed on the lease.

3.22 Income (*From PL 104330*): The term “*income*” means income from all sources of each member of the household, as determined in accordance with criteria prescribed by the Secretary of State, except that the following amounts **may not** be considered as income under this paragraph:

- Any amounts not actually received by the family.
- Any amounts that would be eligible for exclusion under Section 1613(a)(7) of the Social Security Act.

3.23 Native American: The term “*Native American*” means, any person who is an enrolled member of a Federally Recognized Tribe.

3.24 Native American Area: The term “*Native American area*” means the area within which a Tribe operates affordable housing programs or the area in which a Tribally Designated Housing Entity (TDHE) is authorized by one or more Tribes to operate affordable housing programs. Locally this has been defined in the IHP as the boundaries of the Red Cliff Reservation for the purposes of providing housing assistance, as Bayfield County.

3.25 Native American Family: The term “*Native American Family*” is defined by the RCHA as a family whose head of household or spouse is an enrolled member of a federal or state recognized Tribe.

3.26 Tribe: The term “**Tribe**” means, a tribe that is a federally recognized tribe or state recognized tribe.

3.27 Lease Holder (*Tribal Interpretation*): The term “*Lease Holder*” means, the individual who executes the dwelling lease. This can be a Rental Lease Agreement or a Homebuyer (MHOA) Lease Agreement.

3.28 Live In Aide (*Tribal Interpretation*): The term “*Live in Aide*” shall mean, a person who resides with an elderly, disabled or handicapped person or persons and who:

- Is determined by the RCHA to be essential to the care and wellbeing of person(s);
- Is **NOT** obligated for support of the person(s); and
- Would **NOT** be living in the unit except to provide necessary supportive services.

A relative may qualify as a “*Live in Aide*” if **ALL** of these conditions are met. An elderly, disabled or handicapped person needing the “*Live in Aide*” does **NOT** have to be the head, spouse, or sole member of the family. Therefore it is **NOT** necessary to qualify as an elderly family in order to have a “*Live in Aide*”. It should also be noted that a “*Live in Aide*” does **NOT** qualify for continued occupancy as a remaining family member.

3.29 Low Income Family (*From PL 104330*): 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

the Secretary of State with adjustments for smaller and larger families, except that the Secretary of State may, for purposes of this paragraph, establish income ceilings higher or lower than **80** percent of the median for the area on the basis of the findings of the Secretary of State or the agency that such variations are necessary because of prevailing levels of construction costs or unusually high or low family incomes.

3.30 Median Income (*From PL 104330*): The term “*median income*” means, with respect to an area that is a Native American area, the greater of;

- The median income for the Native American area, which the Secretary shall determine; or
- The median income for the United States.

3.31 MHOA (*Abbreviation*): The abbreviation “*MHOA*” means, **M**utual **H**elp and **O**ccupancy Agreement. This is a legally binding contract, set up between the RCHA and participants of the Mutual Help (Homeownership program), that governs the terms and conditions of Occupancy in a home financed through the Mutual Help program.

3.32 NAHASDA (*From PL 104330*): The abbreviation “*NAHASDA*” means, the **N**ative **A**merican **H**ousing **A**ssistance and **S**elf **D**etermination Act of 1996.

3.33 Nonprofit (*From PL 104330*): The term “*nonprofit*” means, with respect to an organization, association, corporations, or other entity, that no part of the net earnings of the entity inures to the benefit of any member, founder, contributor or individual.

3.34 Nuclear Family: The term nuclear family for the purpose of this policy generally means Lease holder, spouse or significant other, and dependent children. The Nuclear Family may also include a dependent parent.

3.35 “Obligations” means any notes, bonds, interim certificates, debentures, or other forms of obligation issued by the Authority pursuant to this ordinance.

3.36 “Oblige” includes any holder of an obligation, agent or trustee for any holder of an obligation or lessor demising to the Authority property used in connection with a project, or any assignee or assignees of such lessee’s interest or any part thereof, and the Federal government when it is a party to any contract with the Authority in respect to a housing project.

3.37 Permanent Stays: The term “*permanent stay*” means, a stay that exceeds thirty (30) calendar days. After obtaining housing, leaseholders often seek permission for others to live in their leased home. If that stay is going to be PERMANENT, then permission to do so must first be sought, from the RCHA, by the leaseholder. Such requests require additional RCHA processing, review and approval as outlined within the RCHA’s ADMISSIONS Policy.

3.38 Person with Disabilities (*From 24 CFR Part 1000*): The term “*person with disabilities*” means, a person who;

- 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 (1) Is expected to be of long continued and indefinite duration; (2) Substantially impedes his or her ability to live independently; and (3) 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 (AID’s) 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.
- For purposes of this definition, the term “*physical, mental or emotional impairment*” includes, but is not limited to: (1) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems:
 - (a) Neurological;
 - (b) Musculoskeletal;
 - (c) Special sense organs;
 - (d) Respiratory;
 - (e) Speech organs;
 - (f) Cardiovascular;
 - (g) Reproductive;
 - (h) Digestive;
 - (i) Genitourinary;
 - (j) Hemic and lymphatic;
 - (k) Skin;
 - (l) Endocrine; or
- Any mental or psychological condition, such as:
 - (a) Mental retardation;
 - (b) Organic brain syndrome;
 - (c) Emotional or mental illness; and
 - (d) Specific learning disabilities.
- The term “*physical, mental, or emotional impairment*” includes, but is not limited to, such diseases and conditions as:
 - (a) Orthopedic, visual, speech, and hearing impairments;
 - (b) Cerebral palsy;
 - (c) Autism;
 - (d) Epilepsy;
 - (e) Muscular dystrophy;
 - (f) Multiple sclerosis;
 - (g) Cancer;
 - (h) Heart disease;
 - (i) Diabetes;
 - (j) Human Immunodeficiency Virus infection;
 - (k) Mental retardation;
 - (l) Emotional illness;

3.39 RCHA (Abbreviation): The abbreviation RCHA means the Red Cliff Housing Authority.

3.40 Significant Other: The term “*Significant Other*” means, someone who is **NOT** married to, but is residing with another person, and is treated equally on lease documents executed with the RCHA.

3.41 Temporary Stay (Tribal Interpretation): The term “*temporary stay*” means, one that does **NOT** exceed thirty (30) calendar days. After obtaining housing, leaseholders often seek permission for others to live in their leased home. If the length of that stay is going to exceed thirty (30) calendar days, then permission for continued occupancy must be sought, from the RCHA, by the leaseholders.

3.42 Tenant(s): The term “Tenant(s)” shall mean any individual or individuals receiving affordable housing services from the RCHA.

Note: Stays beyond thirty (30) calendar days are deemed “permanent” and require additional RCHA processing. Review and approval will be in accordance with the procedures outlined in the ADMISSIONS portion of this Policy.

4. Roles of the RCHA Board, Executive Director, and Staff

Under Chapter 19 of the Red Cliff Code of Laws, the Red Cliff Tribal Council chartered RCHA as a separate entity to manage housing operations and federal awards, enter into contracts, and regulate tenants. Ch. 19 enumerates the duties and powers of RCHA’s seven-member Board Of Commissioners and authorizes the Board’s hiring of an Executive Director and staff, to whom daily management and operations may be delegated. In general, it is the role of the Board to set policy; it is the role of the Executive Director and staff only to administer Policies set by the Board.

4.1 RCHA Board of Commissioners

- Perform strategic planning for the public housing needs of the Red Cliff Tribe, including short- and long-range housing development and rehabilitation plans, plans for housing supportive services, and other plans to appropriate to the purposes for which RCHA was chartered;
- Approve budgets, budget revisions, and large purchases recommended by the Executive Director and Finance Officer;
- With the assistance of the Executive Director, develop and amend policies applicable to staff and tenants;
- Hear appeals from tenants about Policy application by the Executive Director or RCHA staff;
- To hear personnel appeals from RCHA staff.
- Responsibilities pursuant to Chapter 19 RCCL.
- Other duties as assigned

4.2 RCHA Executive Director

Policy decisions of the Executive Director are appealable to the Housing Board. Highlights of the duties of the Executive Director are as follows:

- Directs activities of all personnel and departments, including planning, finance, maintenance, and operations; develops and oversees budget, projects, communication with the Housing Board and Tribal Council; and monitors other functions of RCHA.
- Ultimately responsible to interpret and enforce Housing Policies in a fair and consistent manner. Recommends policy changes for adoption by the Housing Board.
- Investigates complaints; attempts to resolve problems to restore and promote good public relations. Participates in discussion with community, community leaders and other interested parties to improve housing.
- Assists Housing Board in determining unmet needs. Provides Housing Board and Tribal Council with regular reports.

4.3 Occupancy/Resident Services Staff

- Accept applications, screen applicants, and administer waiting lists
- Take routine enforcement actions related to tenants' lease and policy obligations, including rents, upkeep, etc.
- Respond to tenant requests and complaints related to admissions, occupancy, and maintenance of the units.
- Annual Inspections and Recertification's.

4.4 Other staff

Maintenance

- Work Orders
- Inspections

Project Management

- Special Projects
- Compliance
- Self Monitoring

Finance

- All Financial matters of the RCHA
- Payroll

5. Eligibility for Admissions

5.1 General

The SINGLE FAMILY RENTAL, ELDERLY APARTMENT RENTAL and HOMEOWNERSHIP programs, managed by the RCHA are all funded by the Department of Housing and Urban Development (HUD). Under FEDERAL LAW (NAHASDA), these programs are intended to serve those "families" who are classified as "low income at the time of initial occupancy"

5.2 Age Requirements

The applicant must be at least eighteen (18) years of age on the date the application is filed.

- Leases, rental agreements, MHOA's and other legal documents must be executed by an adult.
- The Red Cliff Band of Lake Superior Chippewa recognizes those who are eighteen (18) years of age and older as "adults".

6. Family Composition/Order of Preference

Housing assistance programs managed by the RCHA provide housing assistance as a first priority to enrolled members of the Red Cliff Band.

Applicants must prove "enrollment" status by providing the RCHA with:

1. A copy of their Red Cliff Tribal Enrollment Card ;or
2. A letter from the Red Cliff Tribal Enrollment Office attesting to their enrollment status. The letter must include their name, date of birth, and enrollment number. Additionally, the letter must be signed by a Tribal Enrollment Office staff member in order to be valid.

6.1 Family

An applicant must qualify as a Family and within one of three family categories, which is defined by the RCHA, as:

6.2 Red Cliff Family

1. Two (2) or more persons who are related by blood, marriage, or operation of law and who have evidenced a stable family relationship; or
2. A single person who lives alone and intends to live alone and does **NOT** qualify as an elderly family, displaced person, or remaining member of a tenant family; or
3. A single person who is elderly, handicapped, disabled, displaced, or the remaining member of a tenant family.
4. A family which has legal custody of children who are enrollees of the Red Cliff Band of Lake Superior Chippewa.

Eligibility for housing assistance, using the "*ENROLLED RED CLIFF TRIBAL MEMBER*" preference criteria, can be extended to minors under certain circumstances. Typically, this would involve children (under 18) who are recognized as "*ENROLLED RED CLIFF TRIBAL MEMBERS*" but reside with a Non Enrolled or Non Native parent / guardian who can show proof of parenthood, proof of legal custody or proof of legal guardianship. The Non Enrolled parent / guardian would be the "*temporary*" or "*interim*" leaseholder thereby assuring the underage "*tribal member*" has access to housing.

6.3 Other Tribal Member Families

1. Two (2) or more persons who are related by blood, marriage, or operation of law and who have evidenced a stable family relationship; or
2. A single person who lives alone and intends to live alone and does **NOT** qualify as an elderly family, displaced person, or remaining member of a tenant family; or
3. A single person who is elderly, handicapped, disabled, displaced, or the remaining member of a tenant family.

4. A family which has legal custody of children who are enrollees of other Federally Recognized Tribes.

6.4 Non-Native Families

If an applicant qualifies as a Family but does NOT qualify as a Red Cliff Family or Native American Family, the RCHA will place the family on the “Other Families” wait list, all Native American Families shall be served before Non-Native families are served.

Non-Native Families shall **NOT** be allowed to participate in any tribally sponsored Homeownership programs.

6.5 Applicants Having Housing

RCHA housing shall admit only those who do not own acceptable housing or who will not be owning and leasing/subleasing other residences concurrent with their having a lease with RCHA.

6.6 Current Homeowners - Untenable Conditions of Existing Home

An applicant shall be eligible for selection only when housing owned by an applicant is documented to the satisfaction of RCHA staff to be overcrowded or substandard.

6.7 Disposition of Prior Home / Termination of Prior Lease

Applicants selected for placement shall have six (6) months following the execution of an RCHA lease to provide proof of conveyance of existing residence OR, in cases where an applicant leases, proof of lease termination at their existing residence.

6.8 Residency

To be added to the RCHA Waiting List, the applicant must be a resident within the RCHA Service Area (see section 13.9) for a minimum 60 days.

7. Application Process

7.1 General

The application is the basic record of each family / person applying for Housing Assistance. Each applicant shall be required to provide **ALL** information requested on the application and to sign **ALL** necessary forms, documents, and certifications. Information and statements made by the applicant are subject to verification.

7.2 Completing the Application

The applicant is responsible for completing and signing the application. Applications must be filled out and signed in ink. Applications completed in pencil shall be rejected. The applicant is also responsible for providing **ALL** of the information requested and accurately completing the application.

Applicants are required to provide **ALL** documentation requested in a timely manner. Failure to do so will delay processing of the application and placement on the appropriate waiting list(s).

7.3 Supporting Documents

Supporting documentation may be provided in the following two (2) ways:

1. **Originals.** They may hand deliver the originals to the RCHA. RCHA staff shall make copies, attach them to the application, and return the originals to the applicant.
2. **Copies.** Copies are acceptable and they may be hand delivered or mailed (first class) to the RCHA office. The RCHA staff shall attach the copies to the application

7.4 Criminal Background Check

Criminal Background Checks will be done on each applicant and adult (listed on the Household Composition form) who is / are seeking Tribal and / or Federal Housing Assistance through the RCHA. The paperwork (State Form DJLE250 – Criminal History Record Request) required to initiate the Criminal Background Check shall be completed at the time the application for Housing Assistance is filed.

The RCHA is authorized to do Criminal Background Checks as stipulated in NAHASDA (Public Law 104330 and Federal Regulation 24 CFR Part 1000).

7.5 Right of Refusal

While the RCHA can **NOT** force an applicant, or any member of his / her family who intends to reside in the unit, to submit to a Criminal Background Check it is a required part of the screening process.

In the event an applicant or any member of his / her family, who intends to reside in the unit, refuses to submit to the State of Wisconsin Criminal History Record Request, then the application screening process shall be halted and the application shall be rendered “incomplete”. “Incomplete” applications result in the applicant **NOT** being placed on the waiting list for any Tribal and / or Federal Housing Assistance program managed by the RCHA.

7.6 Validity Period

Criminal Background Checks shall be valid for a period of twelve months. If an applicant has **NOT** been placed in a home within that twelve month period, the RCHA staff shall resubmit the Criminal Background Check during annual recertification.

7.7 Maintaining Confidentiality and Disposition

Federal laws limit how the RCHA staff may use this information. The local guidelines, listed here, shall be adhered to.

- **ALL** Criminal Background Checks are reviewed as part of the application screening process.
- Criminal Background Checks that are returned with **NEGATIVE** criminal background information, shall be marked “**OK**”, dated and filed in the background check file. A note indicating the completion of background check is included in the applicants file. This allows the application screening process to move forward.
- Criminal Background Checks that are returned with **POSITIVE** criminal background information shall be retained by the Housing staff in a secure file. The Occupancy Staff shall review the report and decide if there are grounds for denying Housing Assistance to the applicant.
 1. While there may be “criminal activity” noted on the report, it may be such that it does **NOT** warrant disqualifying the applicant. In that case, the Occupancy Staff

shall mark the report “**OK**”. A copy of the cover sheet would then be forwarded to the Office Manager for inclusion in the applicants file. This allows the application screening process to move forward.

2. If the “criminal activity” were such that it warranted disqualifying the applicant, the Occupancy Staff would mark the report “**NOT ELIGIBLE FOR HOUSING ASSISTANCE**” and note the applicable Rejection Criteria. The Occupancy Staff would then place a copy of the cover sheet in the applicants file. The application screening process would be halted at that time.
3. In those cases where the applicant is going to be denied Housing Assistance, RCHA staff shall complete an applicant notification letter.
4. The details of **POSITIVE** Criminal Background Reports shall **NOT** be reproduced.
5. The details of **POSITIVE** Criminal Background Reports shall **NOT** be placed in the applicants file.
6. The details of **POSITIVE** Criminal Background Reports **SHALL** be retained by staff in a securable file drawer.
7. The details of **POSITIVE** Criminal Background Reports shall be retained for a period of one (1) year or until no longer needed (which ever comes sooner). Reports shall then be destroyed (shredded) when **NO** longer needed.

7.8 Custody of Minors (in case of Divorce, Legal Separation, other).

Applicants who are divorced, legally separated, or have someone else’s children must be able to provide proof that they have **LEGAL CUSTODY** per court order of **ALL** minor children listed on their application.

1. Divorce. Those who are divorced, must be able to show that they have legal custody of their children.
2. Legal Separation. Those who are legally separated, must be able to show that they have legal custody of their children.
3. Other. Those who have children, other than their own living with them, must be able to show that they have legal custody of those children.

NOTE: Generally speaking, the proof that is required shall be a court order that shows who has been awarded “legal” custody.

7.9 Employment Data

Applicants (their Spouse / Significant Other and those over 18 who are employed) are required to list their current employer, status (full time / part time / temporary), employers name and address, applicant’s position / job title, and length of employment.

7.10 Expenses

Applicants are required to list **ALL** expenses (rent, child care, child support, medical, educational, etc.). This information is used to determine monthly rent / homebuyer payments.

7.11 Household Composition

Applicants are required to complete a "Household Composition" form that lists the names of ALL household members intending to reside in the unit. The relationship (to the applicant) of each person listed, along with Date(s) of Birth and Social Security Number(s) are required.

Extended family member(s) listed on the application shall **NOT** be taken into consideration when determining dwelling unit size eligibility.

Applicants are required to disclose **ALL** sources of income for **ALL** Household members listed on the "Household Income" form.

7.12 Income

The following is the "Annual Income" criteria, as published in 24 CFR, Part 5, Subpart F (section 5.609) that is utilized by the RCHA.

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; or
- Are anticipated to be received from a source outside the family during the 12-month period following admission or annual re-examination effective date.
- 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:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commission stipends, fees, tips and bonuses, and other compensation for personal services.
2. The net income from the operation of a business or profession.
3. Interest, dividends, and other net income of any kind from real or personal property.
4. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump sum amount or prospective monthly amounts for the delayed start of a periodic amount.
5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay.
6. TANF
7. 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.
8. All regular pay, special pay and allowances of a member of the Armed Forces.

7.13 Estimating Income

In some cases, an applicant (or his / her spouse, significant other, or other family member) may have only been working for a short period of time and has yet to establish a full twelve (12) month salary history. In those cases, the applicants' annual Household Income shall be determined by estimating the anticipated total income from **ALL** sources to be received by the

head of household, spouse, and additional members of the family over the next twelve (12) months.

8. Low Rent Program

8.1 Maximum Allowable Income

The applicant must qualify as a low income family. That being, a family whose income does **NOT** exceed 80% of the median income for the area (i.e., State / County) or the National Average (for the United States), whichever is greater.

1. Before an applicant can be considered for any HUD funded Housing Assistance programs, the RCHA staff must verify that the applicant's Household Income does **NOT** exceed the limits established by HUD.
2. The RCHA staff shall consult the HUD income tables to help them determine if the family meets the "low income" threshold established by HUD.
3. For purposes of determining "low income", HUD publishes income limits on an annual basis.

8.2 Minimum Income

Under RCHA housing programs, participants may be required to satisfy obligations such as administration fees, user fees, utilities, maintenance, in addition to their other essential expenses. The applicant must demonstrate the ability to meet these requirements. The annual minimum income shall be no less than \$6000.

9. Tax Credit Programs

9.1 Maximum Allowable Income

1. Family income limits vary by unit and are 30%, 40%, 50% or 60% of the County Median Income (CMI) as required under terms of the tax credit award for a given project. Applicant Families are eligible for any unit CMI level that meets or exceeds their percentage calculation. For example, if the Annual Income of an applicant Family is 47% of the County Median Income, the applicant shall be eligible for all 50% and 60% units appropriate to their Family size.
2. No exceptions shall be made to the maximum income limits at initial admission.

9.2 Minimum Allowable Income

Annual minimum income shall be no less than \$8000.

9.3 Income-Qualified Non-Native Families Eligible

If an income-eligible applicant qualifies a Family but not as a Native American Family, said Family may be eligible if granted a waiver by the Housing Board of Commissioners after a finding that:

- No Native American Family is otherwise eligible and preferred; AND
- The Tax Credit unit is not also assisted with NAHASDA funds. Non-Native Families shall not be eligible for homeownership options which are or may be created under any RCHA Tax Credit program.

For any Tax Credit program, families not income-qualified as otherwise provided in this section shall not be admitted.

10. Market Rental Program (Six-Plex)

No Families with Children in Six-Plex as the design and construction of the RCHA Six-Plex has proven inappropriate for the presence of children. Families with children shall not be allowed.

10.1 Maximum Income

Annual family income shall not exceed 150% of the National Median Income.

10.2 Minimum Income

Annual minimum income shall be no less than \$8000.

11. Maximum Allowable Income Limits (Exception)

The RCHA may waive the maximum allowable income limit requirement under the following circumstances:

1. The applicant demonstrates, to the satisfaction of the RCHA management, that his/her need for housing can **NOT** be met without the RCHA's assistance.
2. Providing Maximum Income waivers is consistent with HUD regulations 24 CFR Part 1000.106, 108, and 110.

Maximum Income waivers shall be handled on a case-by-case basis and require approval by the Housing Board of Commissioners and HUD.

12. Income (Supporting Documents for Income Verification)

12.1 Information Collection and Verification

Collection and verification is required of all information that affects eligibility, family composition, selection, priority or preferences, annual income, unit size, determination of affordable payments or rent, prior conduct, and housing need.

For verification of any information, the preferred method shall be third party verification. In addition, each applicant must sign a consent form for the release of information. Examples of valid information include but are not limited to:

- Letters, reports, Internet databases, or other statements from pertinent sources giving authoritative information on the information sought.
- Copies of documents in the applicant's possession which substantiate his/her statements, or a brief summary of the pertinent contents of such documents signed and dated by the staff who viewed them.
- Memoranda of verification data obtained by personal interviews, telephone, or other means, with source, date reviewed and the person receiving the information clearly indicated.

In the event that third party verification cannot be obtained, RCHA may allow the applicant to submit relevant information provided that the submission contains a notarized statement, certification, or affidavit signed by the applicant, and stating that the information submitted is true and accurate.

12.2 Release of Information Forms

Applicants are required to sign and date two (2) forms that authorize the RCHA staff to request information concerning eligibility for Tribal and / or Federal Housing Assistance.

1. The first of these is a RCHA form titled “*Authorization for the Release of Information*”.
2. The second is HUD Form 9886 titled “*Authorization for the Release of Information / Privacy Act Notice*”. Upon tenant orientation only.

Applicants must also agree to allow the RCHA to make copies of said authorizations (as needed). Copies shall only be used to verify information pertinent to determining eligibility for Tribal and / or Federal Housing Assistance.

12.3 Frequency of Application

Applicants may apply to any program no more frequently than once every six (6) months. This restriction shall apply to any application received from an applicant subsequent to:

1. An RCHA offer of admission being rejected by that applicant, or
2. An RCHA notice of ineligibility to that applicant.

12.4 Certification

Prior to turning in the completed application, the applicant must certify that **ALL** information contained in the application is true and accurate to the best of his / her knowledge.

12.5 Filing Applications

Completed applications should be turned in to the RCHA.

Upon receipt, the date and time the application was filed shall be affixed to the application. After an application has been receipted for, staff shall start a file on the applicant.

Completed applications shall be reviewed and processed to determine eligibility and subsequent placement on the appropriate waiting list(s).

Staff shall verify **ALL** information on the application (as submitted by the applicant) that affects eligibility, household composition, selection, priority or preferences, annual income, unit size, determination of affordable rent / homebuyer payments, and housing need.

Applicants should ensure that their application is properly receipted for by the RCHA staff as this shall determine a ranking spot on the waiting list(s).

12.6 Self Employed.

If an applicant is self-employed, the Applicants should submit a copy (as applicable) of IRS Form 1040: Including Schedule C Profit or Loss from Business, Schedule E Supplemental Income and Loss, and Schedule F Profit or Loss from Farming.

12.7 Employed by Private, Tribal, State, Federal or Other Employers

Applicants who are employed by Private, Tribal, State, Federal or Other Employers in the local or surrounding communities can have their employment verified by using the RCHA's "Verification of Income" form.

ALL applicants must sign an "Authorization for the Release of Information" form, which authorize the RCHA to submit an INCOME VERIFICATION check, on the applicant's behalf. The Income Verification check is done as part of the screening process to determine the eligibility of new applicants. It is also done for annual reexaminations and periodic reviews.

Applicants must meet the "low income" criteria outlined in Public Law 104330, the NAHASDA Final Rule (24 CFR Part 1000) to be eligible for those Housing Programs managed by the RCHA.

Applicants must meet these "income" threshold criteria at "time of entry" into the program.

12.8 Social Security Number

Social Security Numbers are required to verify a vast range of information relative to the processing of an application for Housing Assistance.

The applicant must furnish the RCHA with original Social Security Cards for himself / herself and each family member or person listed on the application.

Those adult family members who do **NOT** have a Social Security Number assigned to them, shall certify to that fact, and then immediately apply for a Social Security Number. For minors who do not have a Social Security Number assigned, the Head of Household (or Spouse / Significant Other) must execute a certification that a family member, under eighteen (18) years of age either does **NOT** have a Social Security Card or that they are going to apply for one immediately.

12.9 Pregnancy Status

Applicants seeking Housing Assistance may present a written statement from their Doctor to verify that they are pregnant which will be taken into consideration when assigning the applicant to the appropriate wait list.

12.10 Rental History

Applicants are required to provide general information on past / present Rentals. This includes the name of the person / agency from whom they rented, the dates (to and from) that they rented, the landlords / agencies address and phone number. Applicants shall also provide information on any Housing Assistance (Low-Income Rental Programs, Section8/Voucher, Low Income Tax Credit Program, etc.) they are currently receiving or have received in the past.

If it is determined by the RCHA that the applicants have poor rental history, i.e. eviction, damages, unsanitary living conditions, etc. shall not be eligible for a period of 2 years based on reliable documentation of past rental history.

12.11 References

Applicants are encouraged to provide references that are willing to attest to an applicant's character as well as his / her previous rental and / or credit payment history.

13. Application Review and Screening Process

13.1 General

After applications are accepted, they shall receive a thorough review and screening by staff to ensure eligibility and compliance with the application process.

A preliminary determination of "eligibility" or "non-eligibility" shall be made as soon as possible, but **NO** later than thirty (30) business days after the date when all required information is received by Housing staff.

13.2 Verifications

The Occupancy Specialist shall use the "Application Verification Checklist" to ensure that action is taken on **ALL** required verifications. The verification of **ALL** information that affects eligibility, household composition, selection, priority or preferences, annual household income, unit size, determination of affordable payments and housing need is required.

13.3 Third Party Sources

The preferred method of verification shall be written verification by a Third Party Source. In the event that third party verification can **NOT** be obtained, the RCHA may allow the applicant to submit other relevant information, provided that the submission contains a notarized statement, certification, or affidavit signed by the applicant, which states the information submitted is true and accurate.

13.4 Acceptable Types of Records

Complete and accurate verification records, consisting of, but **NOT** limited to, the following are to be maintained with the application.

1. Certified Statements or summary data from a bank account, from self-employed persons, and from persons whose earnings are irregular, such as salesmen, taxi drivers, farmers, fishermen, seasonal workers, etc., setting forth gross receipts, itemized expenses and net income.
2. Copies of documents in the applicant's possession which substantiate his / her statements, or a brief summary of the pertinent contents of such documents signed and dated by the RCHA staff who viewed them.
3. Letters or other statements from employers, and other pertinent sources, giving authoritative information concerning **ALL** amounts of income.
4. Memoranda of verification data obtained by personal interviews, telephone, or other means, with source, date reviewed and the person receiving the information clearly indicated.

13.5 Verification Requests

The staff shall send out a variety of Verification Request letters to help verify the applicant's statements and income. The most common verifications requested, on behalf of the applicant, are:

- Child Care Payments
- Child Support Income Payments
- Current Landlord Inquiry
- Employer Income Verification
- Social Security Income and / or Supplemental Social Security Income (SSI)
- Unemployment Income Verification Inquiry

Applicants shall be required to furnish proof of their statements, when required by the RCHA staff, to reasonably assure accuracy of the information on the application. Certification, by applicant's signature on the application, shall normally be considered sufficient verification of Household Composition, displacement, assets, residence, housing conditions, and need.

13.6 Earned Income

ALL earned income shall be verified at the time of application, through the applicants employer(s), or by reviewing the applicants IRS Form 1040 (Schedule E), IRS Form 4506, W2 forms, check stubs, or other means to assure accuracy.

13.7 Unearned Income

Unearned income shall be certified by reviewing checks, certificates of award, or other means to assure accuracy.

13.8 Disability Claims

Those claiming disability, as defined in the Social Security Act, must show proof of such disability. This would include a statement from the Social Security Administration for SS and SSI claims and from the State of Wisconsin for State disability claims.

13.9 Retention of Verification Information

The RCHA is required by Law (NAHASDA) to retain those records, upon which, it made its program "eligibility" determinations. As such, **ALL** documentation on verifications, shall be filed with the individual's application and shall become a permanent part of his / her RCHA record.

13.10 Failure to Respond

If, after two (2) weeks, applicants and / or agencies have **NOT** responded to RCHA requests for verifications, staff shall attempt to ascertain the cause of the delay.

In the event there is still **NO** response, it shall be the responsibility of the applicant to "personally" contact the employer or agency involved and obtains the necessary verification information being sought.

Until the applicant obtains such verification data, the applicant's application shall be rendered "incomplete" and therefore **NOT** eligible for placement on the waiting list(s).

13.11 Correcting Problems Found on the Application

Any problems, identified during the screening process, shall be documented in a letter entitled “Notification of Non Compliance” that is mailed to the applicant.

Applicants shall be allowed fifteen (15) business days, from the date of the notification letter, to respond to and correct the deficiencies identified during the review process.

Failure of the applicant to properly complete the application and / or respond to the "Notification of Non Compliance" shall result in the application being labeled “incomplete” and therefore **NOT** eligible for placement on the waiting list(s).

13.12 Notifications

- **Acceptance (Eligible)**

Once **ALL** verifications have been returned to the RCHA, and it is determined that there are **NO** other disqualifying circumstances, the Occupancy Specialist shall notify the applicant, in writing, that he / she is “eligible” for Housing Assistance and has been placed on the applicable Waiting List(s).

- **Non Acceptance (Not Eligible)**

Once **ALL** verifications have been returned to the RCHA, and it is determined that there are disqualifying circumstances, the Occupancy Specialist shall notify the applicant, in writing, that he / she is “not eligible” for housing assistance, including the reasons behind the decision.

Applicants who are notified that they are ineligible or have been rejected shall be advised of their right to appeal using the RCHA’s appeal process.

1. They may request to meet with the Red Cliff Housing Board of Commissioners.
2. Such requests must be made, in writing, within five (5) business days of the date the notification letter was mailed.
3. An interview date must also be scheduled at the earliest convenience of both parties, **NOT** to exceed twenty (20) business days from the date the notification letter was mailed.
4. Telephone requests, for appeals from applicants, shall **NOT** be accepted.
5. At the appeal interview, the applicant shall be allowed to produce evidence, clarify information, and / or ask questions regarding eligibility.

13.13 Application File Categories

The RCHA shall maintain a file for each family completing an application. The application, along with **ALL** information supplied by the applicant, verification of information, and **ALL** relevant correspondence with the applicant, shall be retained in the file. During the screening / review process, applicant’s files shall be placed in one (1) of four (4) categories.

1. **Eligible:** This file contains those applications which have met initial eligibility requirements and the applicant has been placed on the waiting list for the Housing Assistance program(s) being applied for.

2. **Ineligible:** This file contains those applications which have **NOT** met initial eligibility requirements and have been determined to be ineligible for the Housing Assistance program(s) being applied for.
3. **Incomplete / Pending:** This file contains those applications which have **NOT** been sufficiently completed or verified to allow for a determination of eligibility to be made.
 - a. Applicants submitting an incomplete application shall be notified and given time to submit the missing information.
 - b. Applicants are given fourteen (14) business days to respond.
 - c. If the information is **NOT** submitted within fourteen (14) business days, the application shall be placed in the inactive file.
4. **Inactive:** This file contains those applications, which have **NOT** been updated within six (6) months. Applicants, in this category, shall be removed from the waiting list(s) and shall have to reapply before they can be placed back on the waiting list. This is, in effect, the same as filing a “new” application and starting the process all over again.

13.14 Application Updates

ALL applications shall be updated as soon as there has been a change in either the applicants’ housing situation / income or every six months, whichever comes first.

Applicants, whose application is nearing the six months expiration date, shall be notified of the expiration date, by staff. This notification shall be mailed (via first class mail) to the applicant, along with a new application form, at least two (2) weeks prior to the expiration date.

Applicants who do not update every six months shall be removed from the appropriate waiting list(s). The applicants file then will be deemed inactive.

Applicants shall be allowed two (2) weeks to respond and update their applications.

13.15 Application Retention

As noted in Federal Law (NAHASDA), The RCHA staff shall retain application files for a period of three (3) years following close out.

13.16 Probationary Lease Agreement

RCHA reserves the right to enter into a Probationary Lease with prospective tenants whose application may be “rejected” or “disapproved” or current tenants who are in violation of their dwelling lease and as an alternative to a lease termination on a case by case basis.

A Probationary lease shall list specific terms allowing the applicant the opportunity to show the ability to satisfactorily comply with the Policies, Procedures and Laws of the RCHA, the Red Cliff Tribe and the State of Wisconsin.

ALL terms of the Probationary Lease **MUST** be adhered to during the entire probationary period. Failure to comply with all terms of the Probationary Lease shall be cause for immediate termination of the rental lease and eviction.

Termination of a Probationary Lease is not appealable.

The term of a Probationary Lease shall not exceed one (1) year unless extended as deemed appropriate by Occupancy Staff or Executive Director.

Probationary Leases **SHALL NOT** be allowed for Applicants who are listed on the state register of sexual offenders. (24 CFR § 5.856, § 960.204(a)(4), and § 982.553(a)(2).

14. Rejection Criteria

RCHA is required by Federal Law (NAHASDA) to notify applicants, in writing, as to why their application for Housing Assistance has been denied. The purpose of this Section is to outline guidelines and criteria for “*rejecting*” or “*disapproving*” an application.

RCHA reserves the right to reject the application of individuals, applying for Housing Assistance programs managed by the RCHA, in those cases where it is determined that admission of the applicant and / or any member of the household would be damaging to the health, safety or welfare of other tenants, or the financial stability or physical environment of the project.

Individuals who already participate in Housing Assistance programs managed by the RCHA can have their Rental Lease / Homebuyer (MHOA) Agreements terminated based on the Rejection Criteria listed here as well.

Tenants or prospective tenants determined by the RCHA to be a person whose prior activities, criminal record, habits, and associations pose a threat to the public shall be prohibited from residing in any residence operated by the Authority unless provided a Resolution of Rehabilitation in accordance with section 14.3 of these policies.

14.1 After move in

Lessee(s) may request permission to add a family member (i.e., significant other, extended family member, friend, etc.) to the Household Composition and reside in the assisted unit. Such individuals shall be screened for suitability and where warranted denied access / participation based on the Rejection Criteria listed here.

In order to help RCHA staff / management determine whether an applicant should be “denied” Housing Assistance, RCHA shall take into account the following factors:

- **Abandonment.** Applicants who previously participated in a HUD assisted housing program (of any type), and who Abandoned the dwelling unit, shall **NOT** be eligible for any type of future Housing Assistance program, managed by the RCHA, for a period of five years. That five year period is based on date of abandonment. Any debts incurred, as a result of that abandonment, would also have to be taken care of prior to being considered for any other type of Housing Assistance program.

- **Criminal Activity.** Applicants who are known to have engaged in Criminal Activity shall **NOT** be eligible for any type of Housing Assistance program managed by RCHA. This includes cases in which the applicant or a member of the applicants family, who is expected to reside in the affected household, was or is engaged in any criminal activity which involves crimes of physical violence to persons or property or the nature of which would be detrimental to the safety and welfare of other tenants or their peaceful occupancy of the premises.
- **Violent Crimes.** Anyone convicted of “violent crimes” shall be permanently ineligible for any type of Housing Assistance from the RCHA. For the purposes of this policy, “violent crimes” include, but are **NOT** limited to, the following: murder, assault with a deadly weapon, etc.
- **Crimes of a Sexual Nature.** Applicants who are listed as a “Lifetime Registrant” on the state register of sexual offenders shall be ineligible for any type of Housing Assistance program managed by the RCHA. (24 CFR § 5.856, § 960.204(a)(4), and § 982.553(a)(2)). This includes but is not limited to convictions for the offenses of:
 - a. Rape
 - b. Prostitution
 - c. Sodomy
 - d. Child molestation, or
 - e. Similar crimes indicating sexual deviation.

In cases where applicants are listed as a registered sex offender with a discharge date on which a specific sentence or disposition is completed shall be eligible to apply for Housing Assistance upon discharge and removed from such Sex Offender Registry Program.

- **Drug Dealers.** Anyone convicted of a drug related offense shall be ineligible for any type of Housing Assistance program managed by RCHA for a period of ten (10) years. For the purposes of this subsection, “dealing drugs” shall mean manufacturing, distributing, delivering or selling with intent to distribute, deliver, or sell controlled substances contrary to the laws of the United States, or any state, or any federally recognized Tribe.
- **Drug Possession.** Anyone convicted of “Criminal Possession of Illegal Drugs” or “Criminal Possession of Drug Paraphernalia” shall **NOT** be eligible for any type of Housing Assistance program, managed by RCHA for a period of two (2) year from the date of conviction or release from incarceration.

Reinstatement of eligibility or determining eligibly shall be based on a follow-up Criminal Background Check to ensure the applicant (or household member) has a clean record and **NO** pending court actions for any drug offenses.

Reinstatement of eligibility or determinations of eligibility shall require a Resolution of Rehabilitation as outlined in section 14.3 of these policies.

- **Lesser Crimes and Habitual Offenders.** Persons convicted of “lesser crimes” or whose records indicate a pattern of criminal activity may be eligible for Housing Assistance again after the following criteria are met.

1. If after a period of one year, and there are **NO** further instances of criminal activities, the individual may be considered for Housing Assistance programs managed by RCHA.
2. The one year period is calculated based on the most recent date of conviction.

Other factors RCHA staff/management may take into account when determining whether an applicant should be “denied” are including but not limited to the following:

- Committing fraud in connection with any U.S. Department of Housing and Urban Development (“HUD”) program, or failing to disclose previously committed fraud in connection with any HUD program.
- Providing false information on the application.
- Previous eviction for non-payment of rent within ANY HUD program, breach of lease or use of government assisted unit for illegal purposes.
- Refusing or failing to complete or sign required forms or supply requested information.
- Applicants who appear on HUD’s list of suspensions, and limited denials of participation.
- Misrepresentation of family composition.
- Applicant’s history and record of maintaining a residence.

14.2 Reinstating a Rejected Applicant.

If unfavorable information is verified about an applicant during the screening process and he /she was determined to be ineligible or had his / her application rejected, the RCHA staff may give consideration to the time, nature and seriousness of the applicant’s behavior and to other factors, which might show a reasonable change of future favorable behavior or financial prospects.

For example:

1. Evidence of Rehabilitation which shall require a Resolution of Rehabilitation pursuant to section 14.3 of these policies.
2. Evidence of the applicant family’s participation in or willingness to participate in social service or other appropriate counseling programs and the availability of these programs.
3. Evidence of the applicant family’s willingness to attempt to increase family income.

Meeting such conditions may be grounds for reinstating an applicant’s eligibility for Housing Assistance.

14.3 Resolution of Rehabilitation

The RCHA Board of Commissioners shall review a tenant or prospective tenants prior activities, criminal record, habits and associations to make a finding if such tenant or prospective tenant does not pose a threat to the safety and welfare of the public. If the Board of Commissioners determines the tenant or prospective tenant does not pose a threat to the public, or the tenant or prospective tenant’s criminal record does not violate any RCHA or HUD Policy, the Board of Commissioners may issue a Resolution of Rehabilitation.

A Tenant or prospective tenant seeking a resolution of rehabilitation shall submit a written request addressed to the Housing Board of Commissioners detailing the specific details of;

- (a) their offense(s)
- (b) the specific penalties imposed on them for the offenses, and
- (c) the details of their pre and post-conviction history.

The Board of Commissioners Chair shall schedule a meeting date and time for the Commission to hear the request. The applicant seeking the resolution of rehabilitation shall be notified of the date, time, and location of the meeting. The burden of proof shall be on the applicant.

The Board of Commissioners, upon reviewing all information provided, shall make a determination if the tenant or prospective tenant is eligible or ineligible for housing. A negative determination shall exclude the applicant from submitting a new request for a period of one (1) year. A negative determination for failing to appear at the scheduled date and time shall exclude the applicant from submitting a request for a period of six (6) months.

If the Board of Commissioners determines the tenant or prospective tenant to be eligible for housing, the tenant or prospective tenant shall be required to sign a probationary lease outlining the conditions of occupancy pursuant to section 13.16 of these policies.

Determinations shall be in writing and shall be placed in the tenant or prospective tenant file.

Reinstatement of any applicant shall require a Probationary Lease Agreement be signed outlining the terms of reinstatement pursuant to section 13.16 of these Policies.

Any person listed on the State Sex Offender Registry shall be ineligible for a Resolution of Rehabilitation.

15. Waiting Lists

The RCHA is required by law (NAHASDA) to maintain a **WRITTEN** waiting list for **ALL** Housing Assistance programs under management.

After evaluating applicant eligibility according to the standards of this Policy, RCHA shall begin evaluating Families for placement into appropriately-sized, available units or, where all units are filled, onto the respective waiting lists. RCHA manages several housing programs with different selection preference rules, as described in this section.

15.1 Number of Lists

Factors determining number of lists include:

- a. Program Type - Separate lists are first maintained by program, including HUD Low Rent; HUD Elderly Apartment; Low Income Housing Tax Credit; Market-Rate Units (Six-Plex) and (4-plex); and Supportive Housing.

- b. Unit Size / Income Level Combination: Within each program, separate lists are maintained for each combination of bedroom size, including 1, 2, 3, and 4 bedroom units, and maximum County Median Income (CMI) allowed.

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15.2 Family-to-Unit Fit

In order to prevent overcrowded conditions and wasted space, homes shall be assigned in accordance with the following schedule. RCHA may make exceptions due to unusual circumstances. Factors to be considered include age and sex of children, potential changes in family composition, availability of unit sizes, etc.

Number of Bedrooms	1	2	3	4
Number of Persons	1 to 2	1 to 3	3 to 6	5 to 7

The RCHA staff shall make every effort to match the applicants housing “need” with a dwelling unit of appropriate size. This is done, in an effort, to ensure that “overcrowding” and “underutilization” of units is **NOT** occurring or is minimized. Occupancy Standards shall be as follows:

- The “number”, “age”, “sex”, and “relationship” of persons permitted to occupy a bedroom shall meet reasonable standards of health and privacy and allow flexibility to accommodate changes in Household Composition.
 1. Applicant (Significant Other) one (1) bedroom.
 2. Male member of household, other than applicant / Spouse (or Significant Other) one (1) bedroom.
 3. Female member of household, other than applicant / Spouse (or Significant Other) one (1) bedroom.
 4. Minor Children (under the age of eighteen (18) and of the same sex and near same age (i.e., within five (5) years) one (1) bedroom.
 5. Infants would NOT be required to share a bedroom with persons of different generations, including their parents.
 6. No more than two (2) persons shall be required to occupy a bedroom.
 7. Persons of different generations, persons of the opposite sex (other than spouses) and unrelated adults shall **NOT** be required to share a bedroom.

15.3 No Guarantee of Admission

Families found to be eligible are not guaranteed admission. Admission is subject to:

- Availability of units
- Verification of application information up to and including the day a lease is executed;
- The selection preference criteria noted below.

15.4 Assignment to Selection/Waiting List

Eligible Families shall be assigned to one or more of the selection/waiting list(s) based on

- Date of **completed** application.
- The program(s) to which they apply.
- The Median Income level(s) at which they are eligible.

- Family-to-unit fit.

To maintain eligibility for selection from any list, families shall maintain updated applications in accordance with; Application Updates section 13.14.

Any applicant on the waiting list who wishes to be removed from the list must submit a written request to RCHA. Otherwise, no eligible applicant may be removed from the waiting list except for failure to update every 6 months.

15.5 Tax Credit – Regular Units

Tax Credit shall create a wait list unique to these projects, because of the strict requirements for compliance and audit reviews in the projects. Wait list placement shall depend on determination of eligibility for unit type, with those earliest applicants placed highest. Placement on the wait list is not a guarantee of placement, as all information must be certified prior to placement. The RCHA will use a scoring system to determine eligibility. If 2 or more equally qualified applicants then selection will be determined by completed application date.

Tax Credit projects shall create three wait lists:

- Red Cliff Tribal members
- Members of other Tribes
- Non-Tribal members

All Red Cliff Tribal member applicants shall be served prior to serving members of other tribes; all Red Cliff Tribal members and members of other tribes shall be served prior to serving non-tribal members.

15.6 Tax Credit – ADA accessible units

For Tax Credit units constructed with ADA features, any applicant-family verified as disabled and otherwise eligible for the unit shall have preference over any non-disabled Tax Credit applicant. Where no disabled applicant(s) are on the list for a given Tax Credit - ADA unit, non-disabled families may be evaluated and selected for said unit.

15.7 Suspending the Taking of New Applications

The RCHA reserves the right to close the waiting list, for any/all Housing Assistance programs, under management.

The RCHA reserves the right to suspend the taking of new applications, for any/all Housing Assistance programs under management, at any given time.

The RCHA may also set submission deadlines for any/all Housing Assistance programs under management or for any funding year.

15.8 Notification of Selected Applicants

Promptly after sites have been approved and finalized and an applicant family has completed the screening process and been determined to be suitable for admission, the family will be notified in writing of their selection. The notification shall include the following:

1. A statement that the family has been selected for participation in the respective program;
2. A statement that the family will be required to participate in orientation prior to occupancy;
3. A statement that a lease will need to be executed if a family is willing and able to do so;
4. A statement that admission and contract execution is subject to a final income and eligibility verification;
5. The address, location, legal description, unit number, or type of services to be received (amount of assistance);
6. The amount of Security Deposit required before move in;
7. Statements likewise explaining provisions of RCHA Policies and related requirements.

15.9 Response to Offers of Admission, Acceptance / Denial

Applicants shall have ten (10) business days from the date of the official notification letter in which to respond to the notification. The notification letter requires the applicant to denote whether he / she will accept or deny the unit being awarded.

15.10 Applicant Accepts

After receipt of “acceptance” the Occupancy Specialist shall remove the applicants name from the applicable waiting list in the RCHA’s computer database.

The Occupancy Specialist shall enter a comment into the Waiting List file denoting the date of assignment; Unit number / location assigned and projected move in date.

15.11 No Response from Applicant

Failure, on the part of the applicant to respond to the letter of notification, within the established ten (10) day time frame, shall result in an automatic “Refusal” status being invoked for the unit.

This shall then be treated the same as a declination and processed accordingly

15.12 Applicant Declines

Should an applicant decline a unit that has been awarded to him / her, the Occupancy Specialist shall go to the applicable Waiting List and select the next eligible applicant from the **TOP** of the Waiting List and issue a notification letter to them.

Under these circumstances the selection / notification process shall start anew.

An applicant who declines or refuses to accept a unit, in an area that he / she identified as a preference on the application, shall **NOT** be removed from the waiting list, however, the applicant shall be dropped to the bottom of the waiting list (for that particular program) that he / she is currently on.

Tenants who have submitted a request for transfer and declines the unit that has been awarded to him / her shall be moved to the bottom of the applicable waiting list.

16. Orientation

16.1 Pre Move in Orientation

In preparation for the pre move in Orientation, the Occupancy Specialist shall take the following actions:

- a. Prepare a Rental Lease and have it ready for the new tenant to sign;
- b. Prepare a Payment Computation Worksheet based on the new tenants reported household income;
- c. Set up a new Tenant File;

The major topic areas covered during Orientation are:

- a. Rental Lease;
- b. Utilities and tenants responsibilities to pay;
- c. Security Deposit requirements;
- d. Tribal Ordinances; Chapters 15 and 19;
- e. Sanitation and Safety;
- f. Other.

16.2 Acknowledgment

At the conclusion of the Orientation, the Occupancy Specialist shall ensure that:

- The new tenant signs and dates all required documents. In doing so, he/she acknowledges that he/she has been briefed on and understands the information covered during the Orientation.
- Tenants sign and initial lease acknowledging they fully understand all terms of the lease agreement.

16.3 Lease Agreement /Leasing Information

Prior to occupancy of a unit, the participant shall execute a lease agreement with RCHA. This agreement is a legal document which describes rights, duties, obligations, and responsibilities, and shall be executed promptly after final selection of the applicant. The agreement shall be executed in duplicate original with both parties receiving an original document. The head of household and spouse will sign the agreement and the Occupancy Specialist will sign on behalf of the RCHA.

As a condition of occupancy, residents are required to use the home as a principal residence, except for temporary absences, as approved by RCHA. The lease is an agreement between the leaseholder and spouse and is not transferable. Tenants are prohibited from assigning, sub-letting, or transferring possession of the premises to any other individual.

Changes, modifications, and amendments to the lease:

If the resident (head or spouse), or unit (due to transfer) changes, a new agreement shall be executed.

RCHA may revise or adopt policies which affect the residents' obligations and requirements under the agreement. Such changes do not require execution of a new agreement however, must be made public.

16.4 Orientation/Move-In Inspection

In conjunction with lease execution, RCHA staff shall provide orientation to all program participants to ensure a full understanding by tenants of their financial and social responsibilities under the Rental Lease Agreement.

Orientation is intended to inform the applicant about:

- Program requirements and procedures including an overview of all tenant responsibilities.
- The proper use of appliances and equipment.
- Proper homecare procedures.
- Proper yard upkeep procedures.
- How to locate and switch off utility services (i.e., water shut off valves, L.P. Gas shut off valves, circuit breaker panels, etc.).
- Who to contact to get utility service started and what to expect at the Move-In Inspection.

OCCUPANCY

Occupancy

The dwelling unit provided to tenants is considered to be their home, as such, they are entitled to similar privacy and privileges that one could expect in a private home.

Living in Tribal Housing typically finds families in a more confined atmosphere and requires tenants to abide by certain guidelines established by RCHA to ensure the safety and wellbeing of their family as well as their neighbors.

17. Keys

Move-In: At time of Move-In, tenants shall be supplied with one (1) set of keys for their dwelling unit for each adult on the lease.

Lost Key's: When a tenant loses a key, the RCHA shall replace the lost key. Tenants, however, shall be charged a ten dollar (\$10.00) service fee for each replacement key.

If the tenant desires a replacement key, he / she shall contact the RCHA and notify them of his / her need for a replacement key.

For security reasons, RCHA personnel shall only honor requests for replacement keys when that request comes from the unit leasee.

Tenants shall pay the ten dollar (\$10.00) service fee, at the time the replacement key is provided, to the leasee. **NO** after the fact billing is allowed for this service.

Returning Issued Keys: Tenants are required to return **ALL** keys issued to them, when they Move-Out. Tenants who fail to return keys, at time of Move-Out, shall be billed ten dollars (\$10.00) per missing key (to cover replacement costs).

Lockouts: in the event a tenant gets locked out, they can contact the RCHA and ask that the unit be opened for them. Such requests must be from the leasee of the dwelling unit.

For security reasons, RCHA personnel shall only honor requests for replacement keys when that request comes from the unit's leasee.

Lock-Sets: If a tenant breaks or damages a lock-set to the point that it needs to be replaced, they shall be billed fifty dollars (\$50.00) to cover the cost (i.e., labor / materials) of replacing the lock set.

17.1 Access to Units (the following applies to **ALL** Programs)

Tenants are required to allow RCHA staff into their dwelling units for the purposes of conducting "Official Business".

18. Inspections

NAHASDA (Sec. 403) requires that the RCHA review activities conducted and housing assisted under the Act including on-site inspection of housing. This review must be done not less frequently than annually. NAHASDA also requires that the RCHA maintain the viability of housing stock previously developed (See also 24 CFR Part 1000.502).

18.1 Initial inspection

Participants: At the time of initial occupancy, a move-in inspection shall be conducted with RCHA Occupancy and Maintenance staff and Head of Household. The Head of Household shall be permitted to have a representative of their choice present at the initial inspection to assist them.

Documentation of conditions: At the conclusion of the initial inspection, the Head of Household shall sign an inspection report detailing any deficiencies in the unit. The RCHA shall correct the deficiencies in a reasonable time.

18.2 Notice

When it becomes necessary for RCHA staff to enter a dwelling unit, RCHA shall, to the extent feasible, furnish the tenant with advance notice of such inspection.

For Move-in, Move-Out, Interim, and Annual Inspections, RCHA shall provide the tenant with a WRITTEN Notice of the scheduled inspection date and time.

- The following timelines shall be utilized as a guide for those notifications:
 - a. Interim Seven (7) Business Days
 - b. Annual Seven (7) Business Days

The RCHA understands inspection dates from time to time may conflict with tenant schedules, therefore the RCHA shall allow one (1) change of inspection date not to exceed thirty (30) business days. Failure to allow inspection of the unit and property shall constitute a breach of lease agreement and termination of lease in accordance with section 22 of this policy.

18.3 Inspection procedure

The RCHA shall conduct a thorough inspection of the interior, exterior, and adjacent grounds of the unit/home. The homebuyer/resident shall sign the inspection report, which contains the results of the inspection.

18.4 Deficiencies

If the inspection reveals any deficiencies in the condition of the unit, the tenant shall be given seven (7) days to correct the deficiencies, at which time a follow-up inspection shall be scheduled. Such deficiencies are items that the tenant can take care of, such as safety issues caused by housekeeping, trash, junk cars, etc. Where there are items that need repair but require maintenance staff to perform, a work order will be created. A work order may or may not be billable to the tenant, depending on the type of work to be done, whether it is due to wear and tear or tenant negligence.

18.5 Follow-up inspection

The RCHA shall conduct a follow-up inspection to determine if the deficiencies have been corrected. The tenant shall be notified and given the opportunity to be present at the inspection. If the tenant has not corrected the deficiencies, the RCHA may terminate the rental lease in accordance with the terms of the agreement, or perform the necessary work and charge the tenant's account.

18.6 Special inspections

In addition to the annual inspection, special inspections may be required by the RCHA if the tenant has received unfavorable inspection reports in the past. Special inspections may be required as a condition of initial occupancy if the tenant has a poor record of homecare at past residences. Special inspections shall be scheduled by RCHA staff with the tenant, so that inspection times are known. Special inspections may include such annual activities as furnace cleaning, fire extinguisher recertification, smoke alarm testing, etc.

18.7 Move-out inspections

Upon termination of the lease agreement, the RCHA shall conduct a move-out inspection. The Head of Household or representative shall be present at the inspection. The RCHA shall prepare an inspection report which shall be signed by the Head of Household. The report shall include an account of any deficiencies noted, a written estimate of the amount (dollar value) of work required, RCHA shall correct the deficient items and charge the tenant's account (equity or deposit) for the work. If the amount of the work exceeds the tenant's available balance, the RCHA shall bill the tenant for the amount outstanding.

18.8 Inspections (Emergency)

In EMERGENCY situations, it will **NOT** be possible for RCHA staff to provide the tenant with advance notice of the entry or inspection. EMERGENCY situations which can warrant entry or inspection include, but are **NOT** limited to, the following:

- Dog(s) barking incessantly inside the unit for **NO** apparent reason.
- Entry Door(s) that have been broken / kicked in.
- Fire / Flames are visible coming from the dwelling unit.
- Law Enforcement Requests.

- Smoke is visible coming from the dwelling unit.
- Water is visible coming from the dwelling unit.
- Window(s) that have been broken out for **NO** apparent reason.

18.9 Advising the Tenant of Entry

If it is necessary to enter a home, under an **EMERGENCY** situation, and **NO ADULT** member of the household is present, RCHA staff member who enters the unit shall prepare a “Notification of Emergency Entry” form and a copy shall be:

- a. Left at the tenants dwelling unit.
- b. Placed in the tenant’s permanent file.

18.10 Entry for “Routine” and “Preventive” Maintenance of Rental Units.

RCHA Maintenance staff needs access to a tenant’s home in order to perform “*routine*” maintenance such as annual furnace cleaning and fire extinguisher inspections and to perform work requested by tenants. Tenants, in **ALL** Rental Programs, shall allow RCHA Maintenance staff access to their units for the purpose of conducting “*routine*” and “*preventive*” maintenance.

RCHA staff shall endeavor to give tenant’s at least twenty four (24) hours advanced notice of “scheduled” maintenance (routine and preventive).

In the event neither the tenant (nor anyone from his / her family) is home, when the Maintenance personnel arrive, the Maintenance personnel shall enter the unit by making use of the “master key”. This allows the Maintenance staff the opportunity to complete the needed service calls for which they were dispatched.

RCHA shall retain, on file, a “Permission to Enter” form, signed by the tenant. This “Permission to Enter” form is worded in such a manner so as to give RCHA staff the right to enter a unit in the event the tenant (or anyone from his / her family) is **NOT** home when they arrive.

A copy of the “Permission to Enter” form shall be filed in the tenant’s permanent file.

19. Work Orders

19.1 General

The RCHA shall perform **ALL** required maintenance through its Work Order system.

19.2 Work Order System

The maintenance Work Order system is designed to track the request, authorization, and execution of **ALL Work Orders** and provides the who, what, when, and where of **ALL** maintenance work performed by the RCHA. It also accounts for the costs of **ALL** maintenance work. The RCHA shall **NOT** commence work without a Work Order.

19.3 Exception

The **ONLY** instance, whereby the RCHA shall commence work without a Work Order, is when an “*emergency*” occurs during “*non-regular*” working hours.

Under such circumstances, the RCHA Maintenance employee who responds to the “*emergency*” shall initiate a Work Order (on behalf of the tenant) the next business day so that the work performed can be documented.

19.4 Tenant Requested Work Orders

Tenants may obtain Work Order (requests) by one of two methods.

1. Call the RCHA at **715-779-3744** and request a Work Order.
2. Tenants may also obtain a Work Order by going directly to the RCHA office (i.e., on a walk-in basis) and requesting one from the RCHA Secretary.

Under **NO CIRCUMSTANCES** shall Work Orders be accepted from tenants on a casual or verbal basis.

Tenants are required to supply the following information, when requesting a Work Order:

1. Unit Number and / or Apartment Number (as applicable).
2. Leaseholders Name (Head of Household).
3. Brief description of the work needed

19.5 Consent to Enter

The “*request*” of a Work Order, by a tenant, shall constitute his / her “*permission*” for the RCHA staff to enter the dwelling unit for the purpose of performing the requested work.

19.6 RCHA Handling of Work Orders

- The RCHA Maintenance Supervisor shall determine the status of **ALL** Work Order requests and assign them a number (for accounting / tracking purposes) and a priority (Emergency, Urgent, or Routine).
- The Maintenance Supervisor shall approve **ALL** Work Orders and assign appropriate maintenance staff to perform the needed repair(s).
- Work Orders classified as “*EMERGENCY*”, shall be acted upon immediately by the RCHA’s Maintenance Supervisor. This is necessary to prevent injury to the tenant and mitigate further damage to the dwelling unit.
- The tenant or the tenant’s designee should be present in order for RCHA Maintenance staff to enter the home and complete “*routine*” Work Order requests.
 1. The RCHA maintenance staff shall provide “*reasonable*” notice **prior** to scheduling “*routine*” maintenance.
 2. If a tenant so desires, they can sign a “*Permission to Enter*” form at the RCHA and keep it on file. Then, when the tenant calls in a Work Order they **DO NOT** need to be present for the repairs.

19.7 Completed Work Orders

Following completion of a Work Order

1. The Maintenance staff shall sign off on the Work Order, upon completion of the work, while at the dwelling unit.
2. If the tenant (or his / her designate) is home when the work is completed, they are encouraged to sign off on the Work Order as well.

3. The Maintenance staff assigned to the job shall report the number of hour's labor involved as well as the type and cost of **ALL** materials used.

19.8 Billing

When maintenance work is performed, and it is determined that the damage or repair requested was due to tenant neglect or tenant inflicted causes, the tenant shall be held accountable and billed for the labor / materials necessary to return the fixture / appliance / unit to its proper working order / condition.

20. Violations of Lease or Policy

Any violations of lease or this Policy may be punishable by appropriate measures up to and including lease termination by the Executive Director.

20.1 Common Program Violations

The following examples illustrate some of the more common ways in which tenants commit PROGRAM VIOLATIONS. *NOTE: This does NOT constitute a "complete" list of examples.*

- By failing to submit requested verifications in a timely manner.
- By failing to provide social security numbers for **ALL** those residing in the dwelling unit.
- By failing to complete re-certifications within prescribed time frames.
- By failing to report changes in income and / or assets, of household members, in a timely manner.
- By vacating the dwelling unit in violation of the terms of the Rental Lease (i.e., ABANDONMENT).
- By failing to keep utilities in service to the dwelling unit.
- By failing to use or maintain the dwelling unit or property as required.
- By failing to keep the yard in good order (i.e., grass cut, snow shoveled).
- By conducting themselves in a manner that is disruptive to their neighbors' right to the "quiet and peaceful enjoyment" of their homes.
- By failing to control family, friends, and guests.
- By non-payment of monthly obligations (i.e., rent, utilities, etc.).
- By OTHER violations of the Rental Lease.

20.2 Common Criminal Violations

The following examples illustrate some of the more common ways in which tenants commit CRIMINAL VIOLATIONS. *NOTE: This does NOT constitute a "complete" list of examples.*

- Knowingly omitting income or assets of household members.
- Knowingly under-reporting income or assets of household members.
- Transferring income or assets to obtain or retain false eligibility.
- Overstating deductions, allowances or expenses.
- Using a false identity.
- Using a false social security number.
- Using false documents.
- Falsifying the number of household members.

- Intentionally damaging or vandalizing the dwelling.

20.3 RCHA Actions Following a Violation

If a tenant commits a program violation, the RCHA staff shall:

Notify the tenant of the violation in WRITING. This shall be done by utilizing the “Notification of Lease Violation” form letter. That Notice shall include the following:

1. Date of Violation.
2. Nature of the Violation.
3. Consequences of Violation. Point out their Lease can be TERMINATED if the problem is not corrected.
4. Planned Action(s) of RCHA. Point out what RCHA plans to do about the violation.
5. Mandatory Counseling. Point out that there may be a need for Mandatory Counseling in order to correct the violation (problem) or to prevent further violations.
6. Corrective Action(s). Point out that tenants have the opportunity to work out a jointly agreed to plan to correct the violation.
7. Right to File a Grievance. Point out the fact that the tenant has the right to file a Grievance, as provided for under the terms and conditions of RCHA GRIEVANCE Policy.

20.4 Criminal Violations

In those cases, where evidence indicates a fraudulent CRIMINAL VIOLATION has occurred, RCHA staff shall refer the matter to local law enforcement agencies.

20.5 Consequences of Failing to Correct a Violation

If corrections are NOT rectified within 15 days from date of violation notice, RCHA shall terminate the Rental Lease and move for Eviction of the tenant.

In the event the RCHA finds tenants or members of the tenant’s family or household has been involved in Criminal Activity within the household, the RCHA may terminate the Rental Lease in accordance with the **EMERGENCY POLICY ON CRIMINAL ACTIVITY FOR RED CLIFF HOUSING** and move for immediate eviction.

21. Termination of agreement by the Leaseholder

The leaseholder may terminate the agreement at any time. RCHA requests 15-day written notice be given, and the procedures for termination contained in the agreement are followed.

21.1 Pre-Move-Out Inspection

Upon receipt of the WRITTEN Notice, regarding the tenants intent to vacate, and if the tenant so requests it, the RCHA Maintenance Supervisor shall schedule a Pre-Move-Out Inspection. The purpose of this inspection is to let the tenant know what he / she can do with regards to cleaning, painting, and needed repairs or replacements (if any) prior to vacating the dwelling unit.

21.2 Vacating WITHOUT Proper Notice

Even if a tenant vacates the dwelling unit, without proper notice to the RCHA, the tenant shall remain subject to the obligations of the Rental Lease. This includes the obligation to make monthly payments until the RCHA's Resident Services Staff can "officially" terminate the Rental Lease in WRITING.

- The "official" Termination Notice shall be communicated to the tenant, to the extent feasible.
- That means to the "last known address" that the tenant had on file with the RCHA.

22. Termination of Agreement by RCHA

RCHA may terminate the agreement in accordance with the provisions contained in the agreement and in these policies. A failure to comply with any of the requirements, obligations, or duties outlined in the agreement or in these policies shall be grounds for termination. The RCHA shall issue a notice of breach to the resident promptly after the occurrence of such a breach, notify the resident of grievance procedures, and state the action required by the RCHA to amend the breach. If the breach is not amended to the satisfaction of the RCHA, a notice of termination shall be issued. The notice of termination shall be in accordance with the terms and conditions of the agreement.

22.1 Criteria for Termination

The RCHA may only issue a Termination Notice if the terms and conditions of the Rental Lease / Homebuyer (MHOA) Agreement have been violated.

Some of the common reasons for Termination include, but are **NOT** limited to, the following:

- Abandonment of the dwelling unit.
- Admitting unauthorized persons to live in the dwelling unit.
- Creation of physical hazards.
- A tenant, any member of the tenants household, or a guest or other persons under the tenants control engaging in criminal activity, including drug related criminal activity, on or near the tenants unit.
- Damaging the dwelling unit, premises, or RCHA property.
- Failure to comply with **ANY** provision of this policy.
- Failure to complete Annual Re-examinations.
- Committing fraud on the initial or **ANY** subsequent re-examinations.
- Withholding or misrepresenting information relative to the initial or **ANY** subsequent re-examinations.
- Failure to allow RCHA staff to conduct inspections.
- Failure to maintain the unit in accordance with the Rental Lease / Homebuyer (MHOA) Agreement.
- Failure to make required monthly Rent / Homebuyer Payments.
- Failure to make required monthly Utility Payments.
- Failure to use the unit as the tenants principal residence.
- Failure to allow entrance to a RCHA unit when Law Enforcement has reasonable suspicion that a crime is being or is about to be committed; or
- Aiding and abetting any of the above conduct.

22.2 Nuisance

Serious and repeated interference with the rights of other RCHA tenants (i.e., the tenants Neighbors). In other words, being a nuisance to the community in which the tenant resides. Nuisances include, but are **NOT** limited to, the following:

- Failing to contain a pet that runs loose, barks excessively, etc.
- Failing to maintain the exterior grounds to the community standards.
- Failing to remove, or have removed, inoperable vehicles, appliances, furniture, etc. from the yard.
- Failing to remove, or have removed, refuse or allowing excess debris to build up between garbage removals.
- Failing to allow other residents in the community the peaceful enjoyment of their accommodations; etc.

22.3 Termination Process

Should a tenant household be in violation of lease or policy provisions, and no corrective action is taken by the tenant, RCHA may move to evict the tenant. The following steps are to be followed in an eviction proceeding:

- RCHA will issue a lease termination notice to the tenant to vacate the unit within fifteen (15) business days.
- If the tenant does not vacate the unit, RCHA shall file a civil complaint in Tribal Court.
- If the court issues an Eviction Order, and the tenant has not vacated the unit within the Court ordered time, RCHA shall file for a writ of restitution.
- Upon receipt of a writ of restitution, RCHA shall coordinate with the Red Cliff Police Department to determine a date and time for removal and immediate security of the unit.
- Should an eviction process require action by RCHA's attorney, legal fees shall be charged to the tenants.
- Evicted tenants shall be advised of their right to appeal using the RCHA's appeal process as set forth in section 13.12 of these policies.
- Appeals must be submitted, in writing, within five (5) business days of the date the notification letter was mailed.

During the eviction process, RCHA shall remain open to settlement by the tenant, to correct the lease or policy violation which initiated the process.

Persons who are evicted for any violation of RCHA Policy shall remain ineligible to reside in any unit which is owned or administered by the RCHA for a minimum of two (2) years from date of eviction and until such person has demonstrated rehabilitation and presents evidence of suitability to the RCHA Board of Commissioners.

23. Security Deposit

The resident is required to pay a security deposit in the amount of \$300. Security Deposit must be paid in full **PRIOR** to move-in. The deposit shall be refundable at the time of move-out, provided that all conditions, obligations and requirements of the RCHA and lease agreement have been satisfied. Other security deposits are required for pets, depending on the RCHA

project. Pet deposit(s) must be paid in full **PRIOR** to pets being allowed in unit pursuant to section 36.4 of these policies.

24. Other RCHA Requirements

The RCHA may have additional requirements that would be necessary given their particular situation. Examples of these would be curfew requirements or prohibition of alcohol.

24.1 Insurance

RCHA shall provide required insurance on the unit structure including fire and extended coverage. The resident will have to secure insurance for personal property/contents at their own expense. It is the resident's responsibility to report all damages to the unit so claims can be processed in a timely manner. The RCHA is only responsible to provide insurance for the unit or structure itself and shall not be held responsible for personal property damages.

25. Recertification (24 CFR Part 1000.128)

In accordance with the provisions of NAHASDA, RCHA has elected to continue with Annual and Interim Re-Certifications for the purposes of re-determining monthly rent and homebuyer payments. All participants in affordable and tax credit units are required to be recertified each year. The resident is required to provide up-to-date relevant information on;

1. **ALL** sources of Household Income.
2. An update on **ALL** places of Employment.
3. An update on the Household Composition.

Based on the findings of those reviews, RCHA shall recalculate Rent payments. That can result in one of three things happening:

1. An **INCREASE** in monthly payments.
2. A **DECREASE** in monthly payments.
3. The monthly payments stay the **SAME**.

25.1 Scheduling

Residents are required to re-certify on an annual basis. The date for re-certification will be the anniversary of the family's move-in date (initial occupancy) or **DURING ANNUAL INSPECTION OF UNIT(S)**. Re-certification includes verifying information needed to determine rent payments and other vital information concerning the family's composition and records. The RCHA shall notify the resident of the need to re-certify and set a date/time for the re-certification.

25.2 Consequences of NOT Complying with the Annual Re-Certification

The RCHA understands re-certification dates from time to time may conflict with tenant schedules therefore the RCHA shall allow one (1) change of annual re-certification date not to exceed thirty (30) business days. Failure to participate in annual re-certification shall constitute a breach of lease agreement and termination of lease in accordance with section 22 of this policy.

Failure of the tenant to report changes in income / household composition to the RCHA within ten (10) business days, can result in Termination of the Rental Lease and Eviction.

25.3 Adjustments to Rent Payments

After the annual re-certification process is complete, an adjustment in payment/rent amount will be made effective the month immediately following the re-certification. Increased rent/payment adjustments will be made retroactively unless the RCHA determines that re-certification was delayed by the RCHA or some other third party, and that the homebuyer/resident was in no way at fault. Decreased rent/payment adjustments will be made retroactively only if the RCHA determines that the re-certification was delayed by the RCHA or some other third party, and that the homebuyer/resident was in no way at fault.

25.4 Interim Re-Examination

Interim Re-Certifications shall take place when the RCHA staff learns of **ANY** changes in a Tenants Household Income / Household Composition or when the tenant notifies the RCHA of **ANY** changes in his / her Household Income / Household Composition which occurs in-between Initial Certification and / or Annual Re-Certifications. For example:

1. Changes to Household Income. Changes affecting income, including the loss or addition of any Family member's income, retirement, commencement of or discontinuance of public assistance, entry into or discharge from the military, unemployment or re-employment shall be promptly reported to the RCHA.
2. Changes to Household Composition. Changes affecting family status, such as loss of a family member through death, divorce, or other circumstances or the addition of a family member shall be promptly reported to the RCHA. If a family member is removed from the Household Composition through divorce, separation, or other circumstance(s), that family member is not allowed to be added back into the Household Composition for a minimum of six (6) months.
3. When to Report. When there is a change in the tenants Household Income or Household Composition, the tenant is required to notify the RCHA, within ten (10) business days of the change.

This notification must be submitted, in **WRITING**, and must include the date the change went into effect. Notifications, via phone, shall **NOT** be accepted.

25.5 Housing Department Verifications

Upon receipt of the **WRITTEN** notification of change, from the tenant, the RCHA's Resident Services staff shall initiate the Interim Re-Certification. This shall include conducting the necessary verifications, making adjustments to the monthly payments (where necessary), and notifying the tenant of the change.

25.6 Tenants Failure to Report Changes

Interim Re-Certifications shall also be done when the RCHA determines that a change in Household Income / Household Composition took place but the tenant **MISREPRESENTED** the facts, **FAILED** to report the change (either intentionally or unintentionally), or unnecessarily **DELAYED** reporting the change (either intentionally or unintentionally).

Under these circumstances, the Resident Services staff shall conduct the verifications, make adjustments to the monthly payments (where necessary), and notify the tenant of any changes. Adjustments shall be made RETROACTIVE to the date of change.

- If the RCHA determines that the tenant made misrepresentations that resulted in the paying of a lower rent than he / she should have paid, then the tenant shall be required to pay the difference between what was paid, and what should have been paid.
- Additional, if the tenant is found (at any time) to have failed to report changes in household composition and such changes would have required the tenant to make higher monthly payments, then the increased monthly payments shall be made retroactive to the date the changes occurred.
- Tenants are reminded that failure to report such changes within thirty (30) days of when they occur constitutes fraud and a breach of the tenants Rental Lease. That, in turn, can lead to Termination of the Rental Lease and Eviction.

25.7 Other Required Information

The tenant may be required to submit additional information at re-certification, if the RCHA deems it necessary to complete the family's records or to assist in determining income and rent. Information, which may be required, includes but is not limited to social security cards (numbers) for new family members/occupants, divorce decrees, and receipts for various expenses.

25.8 Effective Date of Change

The RCHA will make every effort to make the effective date of the adjustment the first day of the month. In the event that the effective date of the adjustment is not the first day of the month, the effective date of change with respect to rent/payments will be the first day of the month immediately following the effective date of the adjustment. If the effective date of adjustment is the first day of the month, then the effective date of change for rent/payment calculations will be the same day.

25.9 Adjustments Due to Errors

If the RCHA made an error in calculating a homebuyer's/resident's payment/rent which was subsequently discovered by either the RCHA or resident, a retroactive adjustment shall be made to the effective date of change (improper adjustment). Errors which are caused by the resident may also be made retroactive if the RCHA feels that the errors were committed willfully, in an effort to receive a reduced payment/rent.

25.10 Notice of Changes

Within thirty (30) days of the completed re-certification process, the homebuyer/resident shall be informed in writing of any changes in the required monthly payment/rent and the effective date of these changes.

25.11 Failure to Comply or Properly Report Information Required

If a resident fails to provide information or provides false information for a required re-certification, it is considered a breach of the lease and is grounds for termination of the agreement. Providing false information to or withholding information from the RCHA may be considered fraud, which is a crime punishable under the law. If a resident fails to respond to the

letter requesting re-certification information, a written notice will be sent out with a deadline for submission of information. If the resident fails to meet the deadline, the RCHA shall notify the resident of the breach of the agreement and proceed with eviction procedures outlined in the agreement and the RCHA's collection and eviction policy.

25.12 Suspension of Payments

The RCHA may suspend the required monthly rent for a specified period of time due to unusual circumstances, such as substantial rehabilitation/repair work being performed on the unit. The resident may request the suspension of rent and the RCHA shall approve/disapprove the request and notify the resident in writing of the determination.

26. Rules of Occupancy

26.1 Abandonment

A home which has been unoccupied for a period of fifteen (15) calendar days or more without RCHA approval may be determined to be abandoned and in breach of the lease agreement.

If at any time during the term of the lease or use & occupancy agreement, the tenant abandons the premises or any part of the premises, RCHA may, at its option, enter the premises by any means without being liable for any prosecution for such entering, and without becoming liable to the tenant for damages or for any payment of any kind whatever, and may, at RCHA's discretion, as agent for the tenant, re-let the premises, or any part of the premises, for the whole or any part of the unexpired term, and may receive and collect all rent payable by virtue of such re-letting, and at RCHA's option, hold the tenant liable for any difference between the rent that would have been payable under the applicable lease or agreement during the balance of the unexpired term, if the applicable lease or agreement had continued in force, and the net rent for such period realized by RCHA by means of such re-letting; or terminate the lease or agreement by sending Notice of Termination to the tenant as required by the Lease Agreement.

If RCHA's right of re-entry is exercised following abandonment of the premises by the tenant, then RCHA may consider any personal property belonging to the tenant and left on the premises to also have been abandoned, in which case RCHA may dispose of all such personal property in any manner RCHA shall deem proper and is hereby relieved of all liability for doing so.

Upon termination of a rental lease, the RCHA may dispose of any item of personal property abandoned by the tenant in any manner deemed suitable by the RCHA. Proceeds, if any, after such disposition, may be applied to the payment of amounts owed by the tenant to RCHA.

27. Conduct of Tenants Family and Guests

The following applies to **ALL Programs** managed by the RCHA.

27.1 Criminal Activity

Tenants, any member of the tenant's household, guest, or other person under the tenants control, shall **NOT** engage in criminal activity, including drug-related criminal activity, on or near the premises.

27.2 Drug Use

Tenants are **NOT** allowed to use or possess illegal drugs within their dwelling units or on the premises of their dwelling unit.

Tenants found to be using or possessing illegal drugs, within RCHA managed dwelling units, or on the grounds of RCHA managed units, are subject to lease termination and eviction.

‡ The RCHA is **NOT** required to wait for Criminal Convictions related to drug use / possession before Termination / Eviction actions are started. “**Reasonable proof**” that illegal drugs / drug paraphernalia were found in the dwelling unit or on the property is sufficient to move forward with **IMMEDIATE** Termination of the Rental Lease and Eviction proceedings.

For the purposes of this policy, “Reasonable Grounds” can be established when one or more of the following can be established:

1. A law enforcement agency enters a dwelling unit, because:
 - They received information about drugs being in the unit and evidence was later borne out by a police search.
 - A referral from the RCHA staff to a law enforcement agency that they observed drugs in a unit and proof of that was later supported during the police search.
 - Law enforcement agencies have had an on-going surveillance operation and confirmed that the unit was being used for illegal drug activity (i.e., buying, selling, use) and Search Warrant was executed and the unit searched by police.
 - A law enforcement agency has conducted a “*field test*” on the suspected drugs, at the dwelling unit, and they determined that drugs were present in the unit.
 - A search of the dwelling unit, by a law enforcement agency, revealed that “*drugs*” or “*drug paraphernalia*” were discovered in the unit and that such “*drugs*” or “*drug paraphernalia*” were removed as evidence.
 - A law enforcement agency has provided the RCHA with copies of Incident Reports or Arrest Records or Drug Test results or other information with sufficient indicia of reliability that implicate a RCHA tenant / unit.

The RCHA shall endeavor to work with tenants. Eviction for minor drug charges should only occur when the following attempts have failed.

Where a tenant is convicted or there are reasonable grounds of Drug possession or possession of Paraphernalia the tenant **SHALL** show the RCHA evidence of rehabilitation. A copy of this evidence shall be placed in tenants permanent tenant file.

Where a tenant is convicted or there are reasonable grounds of Drug possession or possession of Paraphernalia the tenant shall be placed on a one (1) year probationary period. During this probationary period, tenants found to be using or possessing illegal drugs, are subject to **IMMEDIATE** Termination of their Rental Lease and Eviction proceedings.

Tenants who do not provide evidence of rehabilitation, or refuse to sign a probationary Rental Lease agreement are subject to **IMMEDIATE** Termination of their Rental Lease and Eviction proceedings.

Tenants who are convicted or there is reasonable grounds of more serious Drug related offenses (i.e. Intent to Deliver Drugs) on or off RCHA Properties are subject to immediate termination of their Rental Lease and Eviction proceedings.

28. Termination of Lease / Eviction Proceedings

28.1 Boarding up the Unit. Provided the afore mentioned attempts to work with the tenant has failed and armed with the above noted evidence on Drug Use, Possession, Paraphernalia, the RCHA Director has the authority to advise the Occupancy Specialist and Maintenance Division staff to move forward with boarding up the unit. (This, however, shall **NOT** be done until the law enforcement agency has finished their investigation and released the unit back to Housing).

28.2 Notification. Once the decision to Evict has been made, the RCHA Director shall advise the Occupancy staff to draw up the necessary paperwork required to notify the tenant of the RCHA's intentions to move forward with **IMMEDIATE** Termination of their Rental Lease and Eviction proceedings.

28.3 Time Lines

The above noted actions shall be initiated, by the RCHA within twenty-four (24) hours of receipt of "*formal*" notification from Law Enforcement that such a drug related event took place and involved a RCHA tenant unit.

28.4 Supporting Documentation

Supporting documentation for Drug Use or Possession must be in place before the Housing Director can direct the staff to initiate Termination of Rental Lease and Eviction proceedings.

28.5 Loud Parties, Noise, Public or Private Disturbances

- Tenants shall **NOT** conduct **NOR** permit Loud Parties. Excessive Noise, or Cause Public or Private Disturbances.
- Tenants cited two (2) or more times for Loud Parties or Noisy Activities, within a twelve (12) month period, are subject to Termination of their Rental Lease and Eviction.

28.6 Public or Private Disturbances

Tenants shall **NOT**, engage in or permit their family, friends or guests to engage in any type of Unlawful Activities, or activities which cause a Private or Public Disturbance. The following list constitutes some, but **NOT ALL**, disturbances:

- Disturbing the Peace
- Discharging a Firearm
- Fighting
- Public Drunkenness
- Using Profanity or Vulgar Language
- Disorderly Conduct

Tenants cited by Law Enforcement are subject to Termination of their Rental Lease and Eviction. Tenants repeatedly causing disturbances in the neighborhoods are subject to immediate termination of the Rental Lease and Eviction.

28.7 Supervision of Children

- Tenants shall properly supervise their dependent children at **ALL** times.
- Tenants shall **NOT** allow their children to play on roofs, in parking spaces, in trees, or other areas where their health and safety are at risk.

28.8 Tribal Ordinances

Tenants, their family members, and visitors shall comply with **ALL** Tribal Ordinances dealing with Housing and affecting the use and / or occupancy of the dwelling unit.

28.9 Tribal Housing Policies

Tenants, their family members, and visitors shall comply with **ALL** Tribal RCHA Policies dealing with Housing and affecting the use and occupancy of the dwelling unit.

28.10 Violence

Tenants, any member of the tenant's household, guest, or other person under the tenants control shall **NOT** engage in acts of violence or make threats of violence. This includes the unlawful discharge of a firearm in the dwelling unit or on or near the dwelling unit premises.

28.11 Reporting Problems

Tenants, who want to report a noise complaint, or pass on knowledge of something illegal in nature, should contact the Tribal Police Department. After the proper law enforcement agency has been notified, then tenants should contact RCHA.

It is the hope of RCHA that tenant's will get along with one another. However, when a problem arises between neighbors, RCHA encourages tenants to first discuss the matter with their neighbor(s) in an attempt to resolve the issue.

Tenants who are unsuccessful in resolving problems should feel free to turn in a formal Complaint to the RCHA Office. Such complaints must be in writing and signed. Upon receipt, they shall be processed in accordance with RCHA's Grievance Policy.

28.12 Ineligibility

Persons who are evicted for any violation of RCHA Policy shall remain ineligible to reside in any unit which is owned or administered by the RCHA for a minimum of two (2) years from date of eviction and until such person has demonstrated rehabilitation and presents evidence of suitability to the RCHA Board of Commissioners.

29. Requirement to List Occupants/Illegal Occupants

The homebuyer or tenant is required to list all occupants of the unit or home on the family's admission form/record/application for continued occupancy. Any visitors who remain for an extended period, thirty (30) calendar days or more, are subject to inclusion on the family's official record. The head of household must request the addition of a person to the household. A request to add to the list of occupants may be denied if it appears that adding more occupants to the particular unit results in overcrowding the unit. A background check will be done and any criminal background information handled as if a new applicant. Adding a person requires income verification of the new member.

Tenants are **NOT** allowed to give accommodations to individuals (other than those identified in the Lease Agreement) without the **PRIOR** written consent of the RCHA. Failure, of the client, to notify the RCHA of changes in Household Composition is a violation of the Rental Lease and is subject to lease termination and eviction.

29.1 Discovery

In the event the RCHA becomes aware of **ILLEGAL OCCUPANTS** residing in a unit, the following actions shall take place.

- The RCHA Occupancy staff shall issue an “*Illegal Boarders Inquiry*” to the affected tenant.
- The tenant shall have ten (10) business days, from the issue date of the Illegal Boarders Inquiry form letter, within which to respond.

29.2 Tenant Options

When confronted with an Illegal Boarders Inquiry, tenants shall be offered the opportunity to:

- **Deny** (in writing) that someone (**NOT** previously listed on the Family Composition form, Rental Lease now resides in the unit); or
- **Acknowledge** (in writing) that someone (**NOT** previously listed on the Household Composition form, Rental Lease) now resides in the unit.
- Tenants shall also be offered the opportunity to have those individuals (**NOT** previously listed on the Household Composition form, Rental Lease) added to the Family Composition.
- If a tenant desires to add someone to the Household Composition, after move-in, and submits a **WRITTEN** Request to that effect, the request shall be reviewed by the RCHA Staff.
- The review / approval provisions, outlined in the RCHA **ADMISSIONS** Policy, shall be applied here. This includes, but is **NOT** limited to:
 - a. The tenant completing a new Household Composition form.
 - b. The tenant completing a new Household Income form.
 - c. The proposed new Family Member (over 18 years of age) completing a Criminal History Record Check form.
 - d. The proposed new Family Member (over 18 years of age) completing the Authorization for the Release of Information forms.

These requirements shall be conveyed to the tenant, in **WRITING**, by the Housing Staff. If the proposed new family member is found to be “ineligible” for housing, then permission to move in shall be denied.

29.3 RCHA Actions

The Occupancy Staff shall complete the verifications and other paperwork necessary to properly evaluate the tenant’s request. The RCHA staff shall advise the tenant, in **WRITING**, that his / her request to add a new individual(s) to the Household has either been approved or denied.

If denied, the staff shall indicate the reason(s) for denial in his *or* her response to the tenant. Copies of **ALL** related correspondence shall be filed in the tenant's permanent RCHA tenant file.

30. Notices

30.1 General

If and when it becomes necessary for the RCHA to inform a tenant of a problem or legal issue, it shall be done in WRITING.

30.2 Notice Delivery Methods

Proper delivery of such RCHA generated legal notices and correspondence shall be via any of the following:

- In Person. The Legal Notice may be personally delivered to the head of household by a RCHA staff member. (The RCHA file copy shall be annotated to show the date and time of delivery, that it was "personally" delivered, and to whom).
- U.S. Mail. The Legal Notice may be mailed to the tenant (at his / her last known address on file at the RCHA office) via Certified mail.
- Legal Servicing. In the event that a notice must be legally serviced by the Red Cliff Police Department, a copy of the form used by the police department for legal servicing will be placed in the tenant file.

31. Business Use of Home

The use of the home for operation of a business may be approved by RCHA. The operation of the business should not negatively impact the neighborhood or surrounding community. A request to operate a business out of the home shall be made in writing to RCHA. RCHA shall respond to the request within 10 working days. A denial of such a request may be appealed to the Board of Commissioners by following the grievance procedure. After the RCHA approves the request to operate a business out of the home, the tenant must also apply for and receive a Tribal Business Permit. To operate a child care "facility" the tenant must also obtain and provide the RCHA proof of insurance on the business.

32. Modifications to the Unit

No structural modifications or additions to the various program units shall be made without approval from RCHA. A request for modification shall be made in writing, and provide detailed information regarding the proposed change. Each application for modification shall be approved/disapproved within 15 working days. All costs involved with modifications desired by the tenant/homebuyer shall be at the expense of the tenant//homebuyer.

Construction/building code requirements: all construction shall be done in accordance with local building codes and ordinances. RCHA shall be given the opportunity to inspect the work during all phases of completion.

If tenant wishes to paint their unit, prior approval must be granted by RCHA staff. Tenants in Phase 1 and Phase 2 Tax Credit Projects must get prior approval and are required to sign an agreement with the RCHA staff **BEFORE** any painting within the unit is done.

33. Other structures

33.1 Sheds

Sheds are allowed at single family rental units with Housing approval of the plans for the structure. Shed must **NOT** be larger than 12'x12' in size and **MUST** be used for storage purposes only.

Paint or Stain. Sheds shall be painted, stained to look neat in appearance.
Numbers, Only one (1) shed, per dwelling unit, is allowed.

Costs, if a tenant chooses to build a shed, or have a pre-build shed installed, it shall be at his / her expense.

Shed Maintenance. Once a shed is constructed or installed, tenants shall properly maintain it so as **NOT** to create an eye sore in the community.

Disposition at Time of Move-Out: At time of MOVE-OUT, tenants shall return the property to its original state. In other words, remove the shed (at their expense) and properly dispose of **ALL** materials.

Compensation after Move-Out: After Move-Out (either at the tenants doing or as mandated by the RCHA), tenants shall **NOT** be entitled to any compensation for expenses incurred for constructing and installing a shed.

If the tenant has any outstanding liability (i.e., a loan or other financing) for the cost of the shed, that liability may **NOT** be assigned to the RCHA following a voluntary or involuntary Lease Termination.

33.2 Fences

Tenants interested in putting up a fence on the property of their dwelling unit shall submit a WRITTEN request to RCHA prior to installation.

The RCHA Maintenance Supervisor shall review the information submitted to ensure:

- That the plan is structurally sound.
- That the proposed fence shall **NOT** adversely impact existing sewer / water lines, utility easements, road easements, etc.
- That the proposed fence shall **NOT** impair the value of the home, the surrounding homes, or the project.
- That the proposed fence shall **NOT** impair the use of the home for residential purposes.
- That the proposed fence shall **NOT** violate the requirements stipulated in local building codes and ordinances regarding design and construction.

If it is determined that the proposal does **NOT** violate any of the issues (as noted above), the RCHA staff shall recommend approval to the Director and the Board. **ALL** costs associated with installing "tenant requested" fencing shall be at the expense of the tenant – **NOT** the RCHA.

33.3 Compensation after Move-Out

After Move-Out the tenant shall **NOT** be entitled to any monetary compensation for expenses incurred while installing the fence.

If the tenant has any outstanding liability (i.e., a loan or other financing) for the cost of the fence, that liability may **NOT** be assigned to the RCHA following a voluntary or involuntary Lease Termination.

34. Repairs and Maintenance

Tenants are required to use reasonable care and keep their unit in a clean, sanitary and well maintained condition. Should a tenant need repairs of any kind, they should contact RCHA with the information on the type of repair needed. Repairs required from normal wear and tear are provide by RCHA without costs; repairs needed because of abuse and neglect will be billed.

If damages are caused through actions by someone not under the responsibility of the head of household, a police report should be filed by the head of household. If it is determined by RCHA staff that the damage is not caused by the tenant(s), the tenant(s) will not be billed.

34.1 Cleanliness

Tenants shall keep the premises of their dwelling unit, both inside and out, in a clean and sanitary condition at **ALL** times.

34.2 Garbage

- Tenants shall **NOT** deposit garbage, refuse, rubbish or cuttings on any street, road, or common properties, except on scheduled trash collection days.
- Tenants shall deposit **ALL** garbage, refuse, rubbish and cuttings in suitable metal or plastic containers, as approved by the RCHA.

34.3 Housekeeping

Tenants shall ensure proper housekeeping standards are employed in the upkeep of their unit. Housekeeping responsibilities include, but are **NOT** limited to the following:

1. Keep common areas (i.e., stairs, hallways, etc.) clean and free of litter.
2. Keep **ALL** rooms in the home / apartment, to include the basement, clean and sanitary.
3. Properly dispose of trash and garbage.
4. Keep appliances and equipment clean and sanitary.

34.4 Weekly (Curb Side) Garbage Pickup

The RCHA provides curb side garbage pick-up, within **ALL** Housing Areas, on a weekly basis. This service is provided, at **NO** cost to the tenants

- Garbage Pickup will take place on **Tuesday** of each week.
- Garbage should be at the curbside pickup point by **8 a.m.** on **Tuesday**.
- It is the tenant's responsibility to take their garbage out to the curbside pickup point.
- It is the tenant's responsibility to place garbage in approved (metal or plastic) containers prior to placing it curbside. This is required to ensure that animals do **NOT** disrupt it and

make a mess. As such, it should be noted that *paper bags and paper boxes*, are **NOT** approved containers.

- It is also the tenant's responsibility to separate out recyclable materials from their garbage prior to placing it curbside.

34.5 Damage to Property

Tenants shall refrain from damaging, defacing, vandalizing, destroying or removing any part of the home, neighborhood, and community including all public and tribally owned property. The head of household and spouse are responsible for all family members and visitors of their homes/units.

34.6 Responsibility to provide utilities

The Tenant is responsible to ensure that all utilities not provided by RCHA are provided to the unit. RCHA provides utility support for some of its projects. The particular support of each situation is explained during orientation for each tenant.

For all utilities not covered by RCHA, the tenant is responsible to ensure utility service.

Disconnection of any utility services (water, sewer, heat, electricity, etc.) is considered a serious violation and grounds for termination of the lease.

Upon notice from Utilities Provider or notice of utilities shut off, RCHA shall prepare and send a NOTICE OF LEASE VIOLATION. Tenants are required to have all utilities restored within 15 days from date of violation. Failure to restore utilities within 15 days shall result in termination of the Rental Lease and Eviction.

35. Payment of Rent

General

Per the terms and conditions laid out in the Rental Lease, Rent payments are to be paid to RCHA **PROMPLTY** when due.

35.1 Payment Due Date

Per the Rental Lease, Rent payments are due and payable to RCHA on the **1st day of each month**. No billing or prior notice will be provided to tenants for those "normal" payments that are due on the 1st of each month.

Rent payments not received by the 10th day of the month shall be considered delinquent, unless tenant has approved payroll deduction.

35.2 Payment Method

RCHA accepts cash, personal checks, bank checks, money orders, or electronic funds transfer (EFT) as payment methods.

Tenants may also pay rent through payroll deduction arranged through their place of employment.

35.3 NSF Checks

In the event a tenant makes payment, by use of a “*Personal Check*” and that check is returned by the bank for “*Not Sufficient Funds (NSF)*”, the tenant shall repay RCHA the amount of the original check(s) plus the cost of the service fee (typically \$25 - per check) which is imposed on RCHA’s account by the bank.

RCHA shall **NOT** accept future payment *in “Personal Checks”*, from those tenants whose checks bounce due to NSF. Tenants shall be required to make future payments via cash, “*Bank Checks*” (Cashiers), or “*Money Orders*”.

35.4 Housing Department Actions Following Late Payments

- a. Rent and Homebuyer payments, **NOT** received by the 10th day of the month, shall be considered DELINQUENT.
- b. Should a tenant’s account be DELINQUENT, RCHA staff shall take a number of steps to collect and / or terminate the tenants Rental Lease Agreement.
- c. In summary, those steps include:

10th of the Month.

- If payment has not been received by the 11th day of the month, the Occupancy Specialist shall prepare a TERMINATION OF LEASE notice. A copy of such notice shall be sent to the Housing Attorney’s Office and a date of Court appearance shall be scheduled.
- A \$25.00 processing fee shall be applied once legal action has been initiated.
- Notices may be personally served on the tenant or any responsible adult residing in the household. Service may also be accomplished by certified mail, return receipt requested, properly addressed to the tenant at the address on file.

If a tenant pays the DELINQUENT amount, **AFTER** legal action has been initiated, the-tenant shall be held responsible for any legal fees incurred by RCHA with regards to the EVICTION action.

35.5 Payback Agreements

To maximize tenant compliance and avoid evictions, tenants with delinquencies or a pattern of late or inconsistent payments, must enter into a written Payback Agreement, which specifies the plan for paying the tenant’s debt.

Tenants are required to pay 25% of the TOTAL AMOUNT DUE PLUS CURRENT MONTHS RENT, before a Payback Agreement is entered.

Payback agreements are **NOT** allowed for Tax Credit Phase 1 & 2 units.

Short Term Basis Only

Payback Agreements are made available to tenant's in recognition of unavoidable or unexpected financial problems, and are intended to be of a temporary and short-term nature. Unless otherwise authorized by signature of the Executive Director or designee, the term of the Payback Agreement shall not exceed twelve (12) months.

Breach of Payback Agreement

Breach of the Payback Agreement authorizes termination of the Payback Agreement and termination of the rental lease.

Reinstatement of Payback Agreement

The RCHA may reinstate a terminated Payback Agreement upon a substantial lump sum payment and assurances from the tenant.

The RCHA may place a limit on the number of Payback Agreements a tenant will be allowed during the term of their tenancy.

36. Various Tenant Responsibilities

36.1 Fire Extinguishers

One or more fire extinguishers shall be placed in each residential property by RCHA. Tenants are responsible to ensure that the extinguishers are not tampered with and remain as placed by RCHA. Extinguishers require periodic inspections and recertification; tenants shall allow access for this purpose.

36.2 Smoke Detectors

Each residential unit under RCHA management has installed smoke detectors. Tenants are responsible to ensure they are not tampered with and to notify RCHA if the tenant feels the detector is not functioning properly.

36.3 Fires, Flammables

Should a fire occur in any unit, the tenant should call 911 **IMMEDIATELY**. Once any emergency situation is controlled, the tenant is required to inform RCHA of the event, for assessment of the units' condition.

Flammables are not to be stored in living areas, but should be stored in proper containers in the garage or outside the unit.

36.4 Pet/Animal control (pets are a dog or cat)

- Residents shall remain in compliance with Chapter 15 Animal Control Ordinance of the Red Cliff Code of Laws.
- In affordable housing, the tenant is allowed up to two (2) pets with an animal damage deposit of \$150 per pet which **MUST** be paid in full before pet(s) are allowed in unit. Pet must be 35 pounds or less (smaller or toy breed types preferred).

- In tax credit units, pets are discouraged. Tenant is allowed one (1) pet with an animal damage deposit of \$300 which **MUST** be paid in full before pet is allowed in unit. Pet must be 35 pounds or less and (smaller or toy breed type dog).
- In market rate units (six-plex), tenant is allowed one (1) pet with an animal damage deposit of \$150 which **MUST** be paid in full before pet is allowed in unit. Pet must be 35 pounds or less (smaller or toy breed type dog).
- In elderly units, tenant is allowed one (1) pet with an animal damage deposit of \$150 which **MUST** be paid in full before pet is allowed in unit. Pet must be 35 pounds or less (smaller or toy breed type dog).

NO vicious, aggressive or otherwise dangerous pets (animal breed's known to be aggressive by nature, venomous snakes or lizards, etc.) shall be allowed in units under management by the RCHA.

During annual recertification's tenants will be required to submit documentation from Veterinarians that would include updated information, (i.e shots, weight etc.). Tenants will also have to show proof their pet(s) are licensed and this will have to be current. Licensing is available through the Red Cliff Tribal Wardens.

Tenants shall keep their animal(s) under control at all times (leashed, kenneled, fenced, etc.). Tenants cited into the Red Cliff Tribal or Bayfield County Court for their animal(s) being at large and fails to secure their animal(s) may be subject to immediate termination of their rental agreement and eviction.

NO tenant shall keep or harbor any animal that has been deemed a nuisance or danger to the community pursuant to Chapter 15 section 15.9 of the Red Cliff Code of Laws. Tenants who fail to comply with this rule are subject to immediate termination of their rental agreement and eviction.

Tenants shall assume **ALL** liability resulting from damages to the unit, shrubs, lawn or grounds caused by their pet(s). All costs associated with repairing such damages shall be billed to the Tenant.

Tenants shall be liable for **ALL** damages, medical expenses, veterinary expenses, or legal claims filed by any party hurt or affected by tenants animals. RCHA shall **NOT** assume **ANY** liability for personal damages caused to or by Tenants animals.

Tenants are not allowed to keep livestock of any kind, in the unit or on the premises of units managed by RCHA. Livestock may include but shall not be limited to:

- Chickens
- Cows
- Horses
- Pigs
- Other farm animals, etc.

36.5 Firearms

No firearms shall be discharged within any RCHA property. Any firearms kept within RCHA properties must be legally possessed.

36.6 Burning, Burn Barrels

Tenants are not allowed to burn trash and yard waste and other such items outside or in the yard of their dwelling unit. Burn barrels are not allowed in RCHA units.

Outdoor fire pits shall be allowed in accordance with Chapter 11 section 11.3 of the Red Cliff Code of Laws. Fire pits must be a minimum of 10 feet away from any structure or combustible surface. Fires burning within any fire pit must be supervised by an adult at all times.

36.7 Upkeep of Unit

Tenants shall keep the premises of their unit, both inside and outside, in a clean and sanitary condition all times. Failure to keep unit in clean and sanitary conditions shall result in disciplinary actions up to and including eviction.

Trees and shrubs in the tenant yards should not be removed. Should a tenant feel that a tree should be removed for safety purposes; the tenant should notify RCHA regarding the situation.

Lawns are to be mowed and kept in neat condition.

Snow removal is the responsibility of the tenant unless otherwise specified.

37. Succession: Upon Divorce, Separation or Death

The lease signed by RCHA and tenants is provided for the adult lease holders that initially enter into a lease. When the original leases or head of household leaves, RCHA will not reserve the home for children of the original tenants.

Where there is a family breakup, RCHA shall continue to rent the home to the adult who retains placement of the children. Where there is joint custody (where one adult is awarded custody of one or more children, and the other adult is also awarded custody), then RCHA shall award the home to the adult with placement of Red Cliff enrolled children. If there were more complicated circumstances, RCHA will ask for recommendation from the Tribal court or Indian Child Welfare Department.

Partners newly leasing from RCHA shall have equal standing in retaining the unit should there be a break up. Where couples comprised of a Red Cliff member and non-member breakup, RCHA shall consider child placement in determining which adult is allowed to retain the unit.

In these circumstances, should a non-Red Cliff member be allowed to retain a home, that adult shall retain the home until such time as the youngest child reaches the age of 18 and only as long as the child remains in his/her custody and is a Red Cliff enrolled member. Once these circumstances change, the non-Red Cliff member shall be given one year to vacate the property.

In cases of breakup, where an adult leaves the unit, that adult may apply to RCHA for housing services, provided that no debt or other issues are apparent from the residency in the first unit.

Once determined that there are no eligibility issues, the person will be placed on wait lists as any other applicant.

38. Temporary Absences

38.1 General

At times, single parent tenants may have a need to be gone from their units (Rental and Homeownership) to attend to “short term” needs. Most typically this is for participation in “Drug and Alcohol” Rehabilitation Treatment programs and / or “Incarceration”.

For purposes of this Policy, “short term” shall mean - a period of time **NOT** to exceed ninety (90) calendar days.

38.2 Short Periods of Absence

If a single parent tenant is going to be in a “Drug and Alcohol” Rehabilitation Treatment program for a “short” period of time or is to be “Incarcerated” for a “short” period of time, they can retain their unit by designating a responsible adult approved by the RCHA to live in the unit during the period of absence.

During the period of absence, the tenant is still responsible for monthly payments, utilities, and upkeep of the unit. If a designated person causes or allows another person to cause damage to the unit during the tenant's absence, the tenant shall still be held liable for damages caused to the unit.

Only one temporary absence, as described in this section, is allowed. Tenants that repeatedly face extended periods away from their unit are liable to lose their unit.

38.3 Tenant Request Procedures

To be considered for either option, the tenant must first request permission from the RCHA staff.

The request, from the tenant, shall be in WRITING.

The tenant shall provide the RCHA with documentation, from the Rehabilitation / Treatment Center, Courts, or Law Enforcement Agency indicating the length of the program / incarceration and the start / end dates of the program / incarceration.

ALL such requests shall require review and approval by the RCHA staff.

In making that decision, the staff shall weigh the tenant's housing record (i.e., payment history, arrears balance (if any), complaints, problems with Lease enforcement, etc.) against the current demand for housing and the welfare of the tenant's family who may remain in the unit.

Tenants who are determined to be “problem tenants” or have an “arrears” balance, shall **NOT** be approved for such requests.

Once the review is completed, the staff shall notify the tenant, in WRITING, of his / her decision. That decision shall be conveyed to the tenant within five (5) business days of receipt of the tenant's request.

38.4 Absences beyond 90 Days

Rehabilitation / Treatment Programs or periods of Incarceration that are beyond ninety (90) calendar days shall require specific approval of the Board of Commissioners.

If the absence is to be for 1 year or longer, the Board of Commissioners must approve removing the current head of household and approve a responsible adult as the new head of household. This new head of household must sign a new lease agreement with the RCHA.

39. Vacating Units (The following applies to ALL RCHA Programs)

39.1 General

The purpose of this section is to provide procedures that apply to tenants who are vacating their dwelling units.

39.2 Sequence of Events

The sequence of events, for vacating a dwelling unit, shall be as follows:

- Notification. The tenant notifies the RCHA, of his or her intent to vacate.
- Move-Out Inspection.
- The RCHA Maintenance shall schedule the Move-Out Inspection so that it coincides with the tenants' stated Move-Out date (as noted on his or her Notice to Vacate).

39.3 Billing for Repairs After Move-Out.

Once repairs and replacements have been taken care of, the RCHA Resident Services staff shall provide the tenant with a detailed bill showing what work was done, the labor costs involved, the material costs involved. If the tenant owes the RCHA money, funds from the tenants Security Deposit shall be used to satisfy those outstanding debts. Tenants shall be given sixty (60) business days within which to make good on their balance. In the event a tenant fails to make that payment within sixty (60) business days, the matter shall be handled according to the collection policy.

39.4 Tenant Due Refund

The RCHA's staff shall provide Housing Finance Office with a copy of the Move-Out statement (indicating that a refund is due) so that the refund check can be issued and the tenants account closed out.

If the tenant has a refund coming, the RCHA Finance Division staff shall provide that refund to the tenant within fifteen (15) business days of Move-Out.

Funds left over, after ALL debts have been paid, shall be returned to the tenant within fifteen (15) business days of Move-Out.

40. Vehicles, Parking, Safety

40.1 Valid License Plate / Registration

Only those vehicles with a valid license plate / registration and are in running (operable) order shall be allowed on RCHA property. In other words, both the license and registration must be current.

Vehicles without a valid license / registration or those that are inoperable are considered to be “Junk Cars” and subject to removal from the property.

40.2 Inoperable vehicles

Tenants shall **NOT** (nor shall they allow family, friends, relatives) to park or store wrecked, inoperable, or non-licensed vehicles within the community housing areas.

Vehicles that are observed to be in community housing areas for more than thirty (30) calendar days, which appear to be “unlicensed”, “inoperable” or “abandoned”, shall be removed from the premises and properly disposed of.

If the tenant fails to remove said vehicles of his or her own volition, then RCHA shall serve the tenant with an “official” notice to remove the vehicle(s).

If the tenant still fails to remove said vehicle within ten (10) calendar days after being notified in WRITING by the RCHA, then the RCHA shall make arrangements to have the vehicle removed.

Any costs incurred with the removal of such vehicles, shall be the sole responsibility of the tenant and they will be billed accordingly.

40.3 Repairing / Overhauling of Vehicles

The repairing or overhauling of vehicles is **NOT** permitted within the community housing areas. This includes the yard and driveway of **ALL** homes under the management of the RCHA.

40.4 Off Road Vehicles

Normal operation of off road vehicles (i.e., motorcycles, mini-bikes, ATV’s, snow mobiles, etc.) within the community housing areas must follow tribal ordinance Chapter 13 regarding off road vehicles.

40.5 Recreational Vehicles

The storage or parking of boats, boat trailers, buses, camping trailers, snowmobiles and other recreational vehicles on any street or home site within the community housing areas must be housing approved.

These vehicles may, however, be parked *or* stored within the community housing areas if they are in a CLOSED GARAGE or STORAGE SHED.

40.6 General Parking

Vehicles should be parked in the driveway or garage. Parking ordinances of the Tribe must be followed on public streets.

40.7 Snow Plowing

The RHCA will perform snow plowing within all projects managed by the RCHA for tenants only if the tenant is:

1. An elder family, see section 3.10
2. When the head of household or co-tenant is defined as having a physical disability or handicapped. The head of household or co-tenant must provide written documentation from a licensed physician.

41. Transfers

41.1 Tenant requested transfers

Participants in all RCHA rental programs, shall be eligible to request transfers to other units, provided they are otherwise eligible for the type of unit they wish to transfer to.

The following conditions are applied to tenant requested transfers:

- Transfer requests are placed on the appropriate waiting list and transfer isn't granted until tenant is at top of the list.
- Tax Credit Phase 1 & 2, Low-Income Tax Credit Rehab, Six-Plex and 4-Plex Unit transfers shall be conducted in accordance with sections 9 and 10 of these policies. Tenants must be income qualified for available units and are chosen in no particular order.
- Tenant must be in good standing with the RCHA and all utility providers; any pending issues from old unit must be taken care of prior to transfer occurring.
- One to one swaps can occur both tenant involved must be in good standing as indicated above.
- Move In/Out inspections must be completed prior to a swap or transfer being approved.
- The RCHA has the right to suspend all transfers for any and all Housing Assistance programs under management, at any given time.

41.2 RCHA Mandated Transfer

Under certain conditions, RCHA may direct tenant to a smaller or larger unit, based on such conditions as mismatched family size to house size. Should RCHA decide to require a tenant to move to another unit, that family shall be placed on the targeted waiting list, and the move shall occur when the tenant reaches the top of the targeted wait list.

42. Changes to Written Agreements (The following applies to ALL RCHA Programs)

42.1 General

The Rental Lease Agreement (as applicable) evidence the entire written agreement between RCHA and the tenant.

42.2 Review Requirements

The RCHA shall review the Rental Lease Agreement annually to determine if any changes are necessary. Changes could become necessary due to changes in Federal, State, or Tribal Laws and Regulations that affect housing.

42.3 Change Review and Approval Process

In the event the RCHA determines that changes to the Rental Lease Agreement are necessary, they shall be done through a formal review and approval process.

- a. The RCHA staff shall work with the RCHA's attorney to draft the recommended changes.
- b. Those changes shall then be submitted to the RCHA Board of Commissioners as an agenda item, at one of their regularly scheduled meetings.
- c. The Board of Commissioners shall review said changes and recommend approval *or* disapproval.
- d. The decision of the Board of Commissioners, to either approve *or* disapprove, shall be duly noted in the minutes of the meeting at which the decision was made.

42.4 Methods of Change

Changes to the Rental Lease Agreement can be published as an ADDENDUM or by completely REISSUING a corrected and updated version of the Rental Lease Agreement.

42.5 Addendums

1. Executing a "*new*" Rental Lease Agreement is desired, the RCHA staff can **NOT** demand that the tenant execute a new Rental Lease Agreement.
2. For legal purposes, the original Rental Lease Agreement, remain legally binding documents until they are terminated by either party or modified or terminated by operation of law or by a court of competent jurisdiction.
3. The terms and conditions of the Rental Lease Agreement do, however, allow for ADDENDUM's to be legally binding instruments.
4. To ensure that tenants are aware of published ADDENDUM's, the RCHA shall:
 - a. Advise tenants of any change(s) to the Rental Lease Agreement and the effective date of said change(s) by mailing them a copy of the ADDENDUM.
 - b. The Resident Services staff shall place a copy of the "*dated*" ADDENDUM and "*dated*" Transmittal Letter in the tenants' permanent RCHA file.

42.6 Re-Published Agreements

1. The RCHA shall advise tenants of any change(s) to the Rental Lease Agreement and the effective date of said change(s) by mailing them (via First Class Mail) a copy of the "*republished*" Rental Lease Agreement along with the change(s) highlighted.
2. The Housing Staff shall place a copy of the "*dated*" and "*republished*" Rental Lease Agreement, as well as the "*dated*" transmittal letter, in the tenants' permanent RCHA file.
3. The RCHA staff shall endeavor to get tenants to come in and execute the "*republished*" Rental Lease Agreement as soon as possible.

43. Grievances (the following applies to ALL RCHA Programs)

43.1 Informal Discussion Encouraged

Tenants are encouraged to communicate complaints to the RCHA staff as soon as complaints arise, so that disputes and misunderstandings can be resolved quickly and efficiently.

Complaints should be brought to the attention of the Executive Director in person, by telephone or in writing.

43.2 Conciliation Meeting

After receiving a complaint or grievance from a tenant, or applicant, the staff shall reply in writing with its decision within ten (10) business days of receiving the complaint. A conciliation meeting shall be offered to complainants not satisfied with the written decision of the RCHA staff. The conciliation meeting shall be offered within five (5) business days of the complainant receiving the initial written decision and shall provide to the complainant the specific grounds in writing of the basis for RCHA action or non-action. The facts of the RCHA decision shall become part of the complainants file, and be available for any further review of the situation.

43.3 Grievance Hearing Request

A tenant, or applicant must request a grievance hearing within fifteen (15) business days from receipt of the RCHA's staff written reply to a complaint or grievance (if a hearing is not requested within the required fifteen (15) business day period, the matter in dispute will not be considered further, the written decision of the housing staff will stand.) A conciliation meeting is not required prior to request for grievance hearing being filed. The RCHA staff shall provide a to the complainant, information on hearing procedures, who can attend the hearing, time, date and location of the hearing, and any other requirements expected by the Board of Commissioners for such a hearing.

44. Grievance Hearing Requirements

44.1 Scheduling

When a request for grievance hearing from is filed, a hearing will be scheduled at the earliest mutual convenience of the Board of Commissioners and the complainant.

44.2 Appearance

If the tenant, homebuyer, or applicant requesting the hearing does not appear or is not excused from appearing, for reasons deemed invalid by the Board of Commissioners, the matter in dispute will not be considered further. The original RCHA decision will stand.

44.3 Documents

Prior to the hearing, the grievant is entitled to view and copy, at the grievant expense, all documents upon which the disputed decision was based on, or which will be presented by the RCHA at the hearing. No documents may be presented at the hearing for which the Authority has refused access to the grievant. The Authority is entitled to review, and to copy all documents the grievant intends to present at the hearing. Documents which have not been made available to the RCHA may not be presented at the hearing.

44.4 Representation

The grievant may be represented at the hearing by a lawyer or person of his or her choice at his or her own expense.

44.5 Privacy Rights

The hearing shall be private unless the grievant requests a public hearing. The Board of Commissioners may limit public attendance or attendance of witnesses in order to promote orderly, fair and comfortable proceedings, and to protect the privacy of third parties.

44.6 Evidence

The Board of Commissioners shall determine the presentation and admission of evidence, procedure, and the order of witnesses, after considering input from the parties. The grievant may present evidence and argument in favor of his grievance, object to and rebut RCHA evidence, and confront and cross examine witnesses presented by the RCHA. Evidence provided by either party must be relevant to the dispute raised in the written grievance.

44.7 Written Decision

The Board of Commissioners shall issue a written decision within ten (10) business days of the hearing which shall be binding.

45. Continuation of Tenant and Occupancy Obligations During Grievance Proceedings

45.1 Contract Obligations

Pending resolution of a grievance, the grievant must comply with his or her contractual obligations, such as making monthly payments, cleaning and maintaining the home and cooperating with RCHA staff. During grievance proceedings, the RCHA is not prevented from terminating the grievant for new or additional reasons not addressed in the grievance.

45.2 Separate Deposit of Disputed Amounts

The authority shall deposit funds under dispute into an escrow account and shall not use them for any purpose until a grievance hearing is held a decision rendered.

45.3 Appeal

The complainant may appeal the decision of the board through the appropriate judicial process.

RED CLIFF BAND OF LAKE SUPERIOR CHIPPEWA HOUSING AUTHORITY
EMERGENCY POLICY ON CRIMINAL ACTIVITY FOR
RED CLIFF HOUSING

THIS POLICY SHALL APPLY TO THE OCCUPANCY OF ALL HOUSING WHICH IS OWNED OR ADMINISTERED BY THE RED CLIFF BAND OF LAKE SUPERIOR CHIPPEWA, AND IS ADOPTED PURSUANT TO THE INHERENT SOVEREIGN AUTHORITY OF THE RED CLIFF HOUSING BOARD OF COMMISSIONERS, AS THE GOVERNING BODY OF THE RED CLIFF HOUSING AUTHORITY, AS GRANTED BY ARTICLE VI SECTION 1(n) OF THE CONSTITUTION AND PURSUANT TO CHAPTER 19 SECTION 19.6.3(t) OF THE RED CLIFF CODE OF LAWS, AND AS RECOGNIZED UNDER SECTION 16 OF THE INDIAN REORGANIZATION ACT, 25 U.S.C. § 476, AND THE NATIVE AMERICAN HOUSING ASSISTANCE AND SELF-DETERMINATION ACT OF 1996, 25 U.S.C. §4101 ET SEQ.

1. Declaration of purpose and policy. Acts of violence by a tenant or resident of housing which is owned or administered by the Red Cliff Band of Lake Superior Chippewa Housing Authority are contrary to the health, safety and well-being of the people of the Red Cliff Band, and shall as a matter of the public policy of the Red Cliff Housing Authority be grounds for eviction from such housing in accordance with the procedures set forth herein.

2. Prohibited conduct. For the purposes of this Policy, residents of housing which is owned or administered by the Red Cliff Housing Authority shall be subject to eviction if there is substantial evidence that any member of the household has engaged in any of the following conduct:
 - (a) Assault;
 - (b) Murder;
 - (c) Robbery;
 - (d) Sexual assault;
 - (e) Distribution of, or possession with intent to distribute, illegal drugs;
 - (f) Criminal damage to property;
 - (g) Threatening violence towards another;
 - (h) Criminal/Illegal Activities; or
 - (i) Failure to allow entrance to a Red Cliff Housing Authority unit when Law Enforcement has reasonable suspicion that a crime is being or is about to be committed; or
 - (j) Aiding and abetting any of the above conduct.

3. Strict liability of tenant or leaseholder for conduct of other residents. For the purposes of this Policy, the tenant or leaseholder of any housing which is owned or administered by

the Red Cliff Housing Authority shall be strictly liable for the prohibitive conduct, as identified under Section 2 of this Policy, by any other member of the tenant or leaseholder's household and any guests, regardless of whether such individuals are juveniles or are otherwise related to the tenant or leaseholder, except when the evidence indicates otherwise, as determined by the Red Cliff Housing Board of Commissioners.

4. Manner of eviction. Any tenant or leaseholder of housing which is owned or administered by the Red Cliff Housing Authority who is subject to eviction under this Policy shall be notified in writing at least 72 hours prior to the effective date of eviction. If the tenant or leaseholder has not vacated the premises upon the expiration of the notice period, any individual still occupying the premises shall be treated as a trespasser in accordance with applicable law.
5. Appeals. Any appeal of evictions undertaken pursuant to this Policy shall be in writing to the Red Cliff Housing Board of Commissioners within five (5) business days of said eviction, but in no event shall such appeal stay or delay the effective date of the eviction.
6. Continued Ineligibility for Red Cliff Housing. Persons who are evicted under this Policy shall remain ineligible for housing which is owned or administered by the Red Cliff Housing Authority for a minimum of two (2) years and until such person has demonstrated rehabilitation and presents evidence of suitability to the Red Cliff Housing Board of Commissioners.

This Policy was adopted at a meeting held on _____ by the Red Cliff Housing Board of Commissioners composed of seven (7) members, of whom seven (7), constituting a quorum, were present at said meeting thereof duly called and convened and that the foregoing Policy was adopted at said meeting by and affirmative vote of seven (7) members.