



Cocopah Indian Housing and Development

PROPERTY MANAGEMENT POLICIES AND PROCEDURES

TABLE OF CONTENTS

RENTS	1
<i>Maximum Rent</i>	1
<i>Insurance Coverage</i>	1
<i>Eligibility for Admission</i>	1
<i>Management and Maintenance</i>	1
ELIGIBILITY, ADMISSION, AND OCCUPANCY	2
<i>Introduction</i>	2
<i>Eligibility for Housing</i>	2
<i>Receipt of Applications and Determination of Eligibility</i>	5
<i>Selection Procedure and Requirements</i>	8
<i>Occupancy Standards</i>	11
<i>The Certification Process</i>	13
<i>Home Inspections</i>	15
PAYMENTS AND RENTS	18
<i>Purpose and Applicability</i>	18
<i>Determination of Income and Calculation of Payment/Rent</i>	18
<i>Ceiling Payments/Rents</i>	Error! Bookmark not defined. 18
COLLECTIONS POLICY	19
<i>Purpose and Applicability</i>	19
<i>Requirements and Procedures</i>	19
<i>Collections of Delinquencies</i>	21
<i>Legal Proceedings</i>	22
ETHICS IN ELIGIBILITY, ADMISSION AND OCCUPANCY	24

RENTS

I. Maximum Rent

In the case of any low-income family residing in a dwelling unit assisted with grant amounts under the various Acts, the monthly rent for such dwelling unit may not exceed 30 percent of the monthly-adjusted income for the family.

II. Insurance Coverage

Cocopah Indian Housing and Development utilizes AMERIND Risk Management Corporation for insurance coverage for housing units that are owned, operated, or assisted with grant amounts.

III. Eligibility for Admission

Cocopah Indian Housing and Development has written policies governing the eligibility, admission, and occupancy of families for housing assisted with grant amounts provided under the various Acts.

IV. Management and Maintenance

Cocopah Indian Housing and Development has policies governing the management and maintenance of housing assisted with grant amounts under the various Acts.

ELIGIBILITY, ADMISSION, AND OCCUPANCY

I. Introduction

A. Application of Policy:

This policy is applicable to all Cocopah Indian Housing and Development (CIHAD) tenants including, but not limited to, applicants, residents, renters, and other program participants.

II. Eligibility for Housing

The purpose of this section is to determine who is eligible to participate in CIHAD's programs.

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

A. Family Composition (See 24 CFR Part 1000.104 & Section 201(b) of NAHASDA):

An applicant must qualify as a family, defined by CIHAD as two or more persons who are related by blood, marriage, friendship, Culture, or operation of law, and who have evidenced a stable family relationship, or 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 a single person who is elderly or near-elderly, handicapped, disabled, displaced, or the remaining member of a tenant family.

An applicant must qualify as an Indian family, defined by CIHAD as a family whose head of household or spouse is an enrolled member of a federally recognized tribe

NOTE: *Board approved exception – CEO.*

B. Non-Indian Families (See 24 CFR Part 1000.106, 108, 118 and Section 201(b)(3) of NAHASDA) (Exception to Indian family requirement):

If an applicant qualifies as a family but does not qualify as an Indian family, CIHAD may determine the family to be eligible if the family demonstrates to CIHAD satisfaction that their presence in the community is essential to the wellbeing of other Indian families and their need for housing cannot reasonably be met without participation in the program.

C. Income Limitations (See Section 205 of NAHASDA):

1. Maximum Income:

The applicant must qualify as a low-income family, defined as a family whose income does not exceed 80% of the median income for the area or the United States, whichever is greater. Income limits are adjusted for family size and updated on an annual basis.

NOTE: *CIHAD regularly updates income tables*.*

2. Income Sufficient to Comply with Program Requirements:

Under CIHAD's housing program, participants are required to satisfy obligations such as administration fees, user fees, utilities, maintenance, etc. The applicant must demonstrate the ability to meet these requirements. The minimum income acceptable, adjusted by family size, is found in Appendix A.

NOTE: *Exception for elders and handicap: see Director of Property Management (DPM) for questions.*

NOTE: *USDA may use other Income determinations.*

3. Estimating Income:

The applicants' annual income will be determined by estimating the anticipated total income from all sources to be received by the head, spouse, and additional members of the family over the next 12 months.

4. Exception to Minimum Income Requirement:

CIHAD may waive the minimum income limit (\$25) requirement under the following circumstances:

NOTE: *Staff must state the condition(s) and specify the programs under which the minimum income requirements may be waived – see DPM.*

5. Exception to Maximum Income Limits (See 24 CFR Part 1000.106, 108, and 110):

a. CIHAD may waive the maximum income limit requirement under the following circumstances:

- 1) The applicant demonstrates to the satisfaction of CIHAD that their need for housing cannot be met without assistance.
- 2) The income waiver is consistent with HUD regulations.

NOTE: *Waiver of maximum income limits and services of non-low-income families – see Section 24 CFR Part 1000.106, 108, and 110, and PIH Notice 99-6) for specific requirements for serving these families – must be reviewed by DPM.*

- b. If all conditions outlined in the regulations are met, CIHAD may provide the following types of assistance to non-low-income Indian families:
 - 1) Homeownership activities under Section 202(2) of NAHASDA, which may include assistance in conjunction with loan guarantees under the Section 184 program (24 CFR Part 1005).
 - 2) Model activities under Section 202(6) of NAHASDA
 - 3) Loan guarantees activities under Title VI of NAHASDA.

D. Income Verifications (See 24 CFR 1000.128):

In order to determine that data upon which determination of eligibility, selection, preference, and rents/payments, to be charged are accurate. Such data must be verified. The preferred method of verification shall be written verification by a third party. In the event that third party verification cannot be obtained, CIHAD may allow the applicant to submit relevant information if the submission contains a notarized statement, certification, or affidavit signed by the applicant, and stating that the information submitted is true and accurate. Complete and accurate verification records, consisting of, but not limited to, the following are to be maintained.

1. Letters or other statements from employers and other pertinent sources giving authoritative information concerning all amounts of 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 staff who viewed them
3. Certified statements or summary data from bank account, from self-employed persons, and from persons whose earnings are irregular, such

as sales representatives, taxi drivers, etc., setting forth gross receipts, itemized expenses and net 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.

E. Social Security Number Requirements:

The applicant must furnish CIHAD with Social Security numbers and/or copies of Social Security cards for each family member or person listed on the application. For minor children, a written certification may be submitted in lieu of a Social Security card.

F. Restrictions on Assistance to Non-Citizens:

CIHAD restricts housing assistance to United State's citizens who have eligible immigration status. The applicant must verify citizenship or non-citizen eligibility in order to receive assistance.

G. Additional Criteria for Admission:

NOTE: *CIHAD requires additional documents such as proof of tribal affiliation, birth certificate, driver's license, marriage license, or proof of residency.*

III. Receipt of Applications and Determination of Eligibility

A. Application:

This section outlines the basic steps to be followed in the application process and in obtaining and verifying information for determining eligibility.

1. Application Process:

The application is the basic record of each family/person applying for admission and/or services. Each applicant will be required to provide all information requested on the application and to sign all necessary forms, documents, and certifications. All information or any statements made by the applicant are subject to verification.

Applications shall be received at the CIHAD office, located at 10488 Steamboat Street, Somerton, AZ 85350. All applications are to be fully completed and signed using indelible pencil or ink. Immediately upon receipt, the application will be date/time stamped, and initialed by CIHAD staff. Completed applications may be mailed or delivered in person.

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

As stated in the previous section, for income verification, the preferred method shall be third party verification. In addition, each applicant must sign a consent form for the release of information.

2. Applicant Responsibilities:

The applicant is responsible for providing all of the necessary information and accurately completing the application as required. The applicant must certify that all information contained in the application is true and accurate to the best of his/her knowledge. The applicant is responsible for making corrections or updating the application on an annual basis. Failure to update an application for a period of 12 months is grounds for placing the application in an inactive file and removing the family from the waiting list.

3. Application File:

CIHAD shall maintain a file for each family completing an application. All information supplied by the applicant, verification of information, and all relevant correspondence with the applicant shall be contained in the file. Files will be placed in one of four categories.

a. Eligible:

This file contains applications, which have met initial eligibility requirements and which applications have been placed on the waiting list for the program.

b. Ineligible:

This file contains those applications, which have not met initial eligibility requirements and have been determined to be ineligible for the program.

c. Incomplete/Pending:

This file contains those applications, which have not been sufficiently completed or verified for a determination of eligibility to be made. Applicants submitting an incomplete application will be notified and given 10 days to submit the missing information. If the information is not submitted in a timely manner, the application will be placed in the inactive file.

d. Inactive:

This file contains those applications, which have not been updated within 18 months. Those applicants will be removed from the waiting list and will have to reapply in order to be placed back on the waiting list. Incomplete applications, which are not completed in a timely manner, will be placed in this file.

B. Eligibility Determination:

1. Applicant Determined Eligible (See 24 CFR Part 1000.146):

Upon receipt of a completed application, CIHAD will make a determination of eligibility. An applicant determined to be eligible shall be promptly notified in writing and placed on the CIHAD program waiting list.

2. Applicant Determined Ineligible:

Upon receipt of a completed application, CIHAD will make a determination of eligibility. An applicant determined to be ineligible shall be promptly notified in writing. The notice shall state the reason(s) for the ineligibility and advise the applicant of his/her right to appeal. The appeal must be requested within 60 calendar days of the date of the notice. An appeal hearing to make a final determination of eligibility shall be scheduled at a suitable time by both parties.

NOTE: *The Chief Executive Officer will review all appeals.*

The applicant is given the opportunity to produce evidence, clarify information, and/or ask questions regarding eligibility.

C. Waiting List Administration:

CIHAD maintains a waiting list for the housing program, separate and apart from any other CIHAD programs. The list shall be comprised of applicants who have been determined to be eligible. The eligible applicants will be placed on the waiting list by order of priority (see selection preferences). Within each priority group, the applicants will be placed in chronological order, with the oldest application being first and the most recent application being last.

1. Updating the Waiting List:

The waiting list shall be updated on a regular basis. It is the responsibility of each applicant to update his or her application at least annually. In order to remain on the waiting list, an applicant must continue to update his/her application and remain eligible for the

program. Applicants who fail to update their application within 10 days of their most recent eligibility date will be placed in the inactive file and lose their original date.

NOTE: *CIHAD will update the waiting list annually.*

Any applicant on the waiting list who wishes to be removed from the list must submit a written request to CIHAD. Otherwise, no eligible applicant may be removed from the waiting list except for failure to update in a timely manner.

2. Suspending the Taking of New Applications:

CIHAD reserves the right to close the waiting list and suspend the taking of new applications at any given time.

IV. Selection Procedure and Requirements

A. General Provision (See 24 CFR Part 1000.120):

CIHAD shall select eligible applicants from the waiting list in accordance with the selection preferences outlined below and the applicant's respective eligibility dates.

B. Order of Selection after eligibility determination according to the following priorities:

- C. 1. Cocopah membership
- D. 2. Native American membership
- E. 3. First come, first serve applications
- F. 4. Family composition
- G. 5. Availability of unit size

H. Screening of Applicants:

Prior to placement in a unit or receipt of services, CIHAD conducts a thorough screening process of each applicant to determine suitability for admission. The screening process shall include a review of pertinent factors including the following:

- 1. The applicant's past performance in meeting financial obligations including, but not limited to, rent and utilities. CIHAD will request a report from a consumer credit reporting agency. CIHAD will request

information from former property owners detailing payment history (from up to 5 years ago);

2. Whether the applicant was previously evicted for non-payment or non-compliance with any tribe/TDHE, IHA, tribal or public housing authority (PHA) policy;
3. Whether the applicant previously participated in a HUD-assisted program and abandoned the dwelling unit.
4. The applicant's past performance and behavior including destruction of property, disturbance of neighbors, poor housekeeping practices, or other activities, which may endanger or be detrimental to other residents will be considered. CIHAD shall require a home visit at the applicant's present residence. If a home visit is not feasible, references may be required; and
5. The applicant's criminal record (including all family members), particularly drug-related activities, physically violent crimes, or other criminal acts, which may endanger other residents, will be considered.

NOTE: *CIHAD may request information from law enforcement agencies and the National Crime Information Center (see 24 CFR Part 1000.150 and 152 and Section 208 of NAHASDA).*

I. Determination of Suitability:

In determining whether an applicant is suitable for admission, CIHAD will review all of the information gathered in the screening process, taking into consideration the date, nature, and severity of the occurrences and the probability of future occurrences. If an applicant is determined to be unsuitable for admission, a written notice of the determination and the grounds for the determination shall promptly be sent to the applicant. The notice shall advise the applicant(s) of the right to appeal. The request for appeal must be submitted within 10 calendar days of the date of the notice. An appeal hearing to make a final determination on the matter shall be scheduled at a suitable time by both parties.

J. Notification of Selected Applicants (See Section 207 of NAHASDA):

Promptly after 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 is selected for participation in a CIHAD program, and an appointment is made to see the unit;

2. A statement that the family is required to participate in mandatory counseling/training sessions prior to occupancy;
3. A statement that admission and contract execution is subject to a final income and eligibility verification;
4. A statement is included that indicates the address, location, legal description, unit number, and type of services to be received (amount of assistance);
5. A statement is included that failure to respond within 3 days is regarded as a rejection of the offer. The date of formal rejection and new application date shall be 10 days after the notification of selection;
6. A statement that if family declines unit offer, CIHAD will select the next eligible applicant (The declining applicant maintains current waiting list position).
7. A statement is included that the notice is not a contract and does not obligate CIHAD in any way.

K. Transfer Policy:

1. Requirements for Transfer:

Any family/person(s) requesting a transfer to another project, program, or unit must do so in writing. All transfers are subject to availability of units. CIHAD may approve transfers for the following: size of unit not compatible, change in income level, employment and/or education. Two families may transfer (trade) units if both parties agree that it is in their best interest, and CIHAD approves.

2. Families must be up-to-date on payments/rent:

In order to transfer, a family must be up-to-date on their house payments/rent.

3. Maintenance and Repairs Performed:

All necessary repairs and rehabilitation of the unit shall be charged to the current resident prior to move-out. If the total amount of charges is unclear, a "good faith" estimate shall be provided by CIHAD.

V. Occupancy Standards (Approved 2/25/2006)

In order to prevent overcrowded conditions and wasted space, homes shall be assigned in accordance with the following schedule. CIHAD 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. th DPM must approve all exceptions.

NUMBER OF BEDROOMS	NUMBER OF PERSONS
2 Bedrooms	1-4
3 Bedrooms	3 – 6;
4 Bedrooms	4 – 8;
5 Bedrooms	7+

A. Business Use of Home:

The use of the home for operation of a business may be approved by CIHAD under the following conditions: The operation of a business may be essential for the well-being of the family, or for the family to meet its obligations under the agreement. The operation of the business should not negatively affect a neighbor or surrounding community. A request to operate a business out of the home shall be made in writing. A decision on the request shall be made within 30 days of the date of the request.

NOTE: *Must be approved by CEO.*

B. Structural Modifications:

No resident shall make any structural modifications or additions to the unit unless approved by CIHAD. A request for modification shall be made in writing, and provide detailed information regarding the proposed change (e.g., plans/specifications). If the rental home is in full compliance with the terms of the lease, CIHAD may approve the request. If CIHAD approves the changes, Steamboat Construction must be used to make the changes.

1. Approvable Alternations and Additions:

Modifications which are approvable include, but are not limited, to energy conservation items, alternative heat and air, enclosing a carport/garage, adding storage space, adding living space, permanent fencing, and cosmetic interior items.

2. Resident Expense:

All costs and expenses incurred by the resident in making modifications shall be solely the responsibility of the resident.

3. No Liens:

No liens may be placed on the unit/home in connection with the structural modification.

4. Construction/Building Code Requirements:

All construction shall be done in accordance with the International Residential Code. CIHAD shall be given the opportunity to inspect the work during all phases of completion.

C. Damage to Property:

Tenants will refrain from damaging, defacing, vandalizing, destroying or removing any part of the home, neighborhood, and community including all public CIHAD-owned property. The head of household and spouse are responsible for all family members and residents of their homes/units. Such action is a crime under Cocopah Tribal Code.

D. Public Disturbance:

Renters shall not engage in unlawful activities or activities, which could cause a disturbance to neighbors and the surrounding community. CIHAD will maintain a record of all tenant complaints.

E. Responsibility to Provide Utilities:

It is the responsibility of the tenant to provide all utilities for the unit, including deposits.

F. Pet/Animal Control:

The homebuyer/resident shall remain in compliance with the local animal control ordinance.

G. Requirement to List Occupants:

The tenant is required to list all occupants of the unit/home on the family's admission form/record/application for continued occupancy. Any visitors in the judgment of CIHAD who remain for an extended period once approved by CIHAD are subject to inclusion on the family's official record. If not approved by CIHAD must vacate the premises immediately.

H. Tenants Responsibility for Children and Guests:

The tenant is responsible for all actions of the residents, guests, and children of the home and will be held accountable for such actions.

I. Inspections:

The tenant shall permit CIHAD to inspect periodically the unit/home and grounds.

J. Counseling:

The tenant is required to attend all mandatory counseling sessions scheduled by CIHAD. The tenant may be required to attend individual counseling sessions as a condition of continued occupancy.

K. Prohibition of Illegal Drug Activities:

Any drug-related criminal activity shall be grounds for immediate termination in accordance with the lease. See addendum to lease.

L. Re-Certification Requirements:

Tenants are required to update relevant information regarding income, family composition, payment, rent calculations, etc., as they occur and on an annual basis (see Certification Process).

M. Security Deposit (Rental Only):

The resident is required to pay the first and last month rent. The last month rent will be held as a security deposit. The deposit shall be refundable at the time of move-out, provided all conditions, obligations, and requirements of CIHAD and the lease agreement have been satisfied (Approved 2/25/2006).

NOTE: See PMD for payment arrangements.

N. Other CIHAD Requirements:

CIHAD may provide curfew requirements.

VI. The Certification Process (See 24 CFR Part 1000.128)

A. Annual Reexamination:

1. Scheduling:

Tenants are required to recertify on an annual basis. The date for recertification will be the anniversary of the family's move-in date (initial occupancy). Recertification includes verifying information needed to

determine rent payments and other vital information concerning the family's composition and records. CIHAD shall notify the tenant of the need to recertify and set a date/time for the recertification.

2. Interim Reexamination:

Tenants may voluntarily request a reexamination of income and/or recertification if he/she feels that circumstances have occurred which would affect the monthly-required payment/rent. CIHAD will process these requests on a first-come, first-serve basis.

3. If the family fails to provide current information, CIHAD will assume the present information is current and correct (see Failure to Comply or Properly Report Information Required).

4. Other Required Information:

The tenant may be required to submit additional information at recertification, if CIHAD deems it necessary to complete the family's records or to assist in determining income and payments/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.

B. Special Reexaminations:

If it is impossible to determine a family's actual income due to unstable conditions such as fluctuating or sporadic employment and income, CIHAD may set a date for a special reexamination, at which time the family's economic condition is likely to be more stable. CIHAD may use alternative methods of calculating annual income in cases where an accurate estimate of income cannot be arrived at or computed (See Payments and Rents Policy).

C. Payment of Utilities

1. Tenants are responsible for their own utilities. With the exception of USDA who will continue to provide utility allowances based on funding.

D. Adjustment Due to Errors:

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

NOTE: *CIHAD will want to make all adjustment due to errors retroactive.*

E. Procedures for Reexamination:

1. At the time of the required recertification, the tenant shall be required to submit all verifications required for continued occupancy. The completed recertification and any attachments shall be signed by the tenant.

2. Notice of Changes:

Within 30 days of the completed recertification process, the tenant shall be informed in writing of any changes in the required monthly payment/rent and the effective date of changes.

F. Failure to Comply or Properly Report Information Required:

If a tenant fails to provide information or provides false information for a required recertification, it is considered a breach of the tenant agreement/lease and is grounds for termination of the agreement. Providing false information to or withholding information from CIHAD may be considered fraud, which is a crime punishable under Tribal, State and Federal laws. If a tenant fails to respond to the letter requesting recertification information, a written notice will be sent out with a deadline for submission of information. If the tenant fails to meet the deadline, CIHAD shall notify the tenant of the breach of the agreement and proceed with eviction procedures outlined in the agreement and the CIHAD collection and eviction policy.

G. Suspension of Payments:

CIHAD may suspend the required monthly payments/rent for a specified period due to unusual circumstances, such as substantial rehabilitation/repair work being performed on the unit/house.

VII. Home Inspections

NOTE: *NAHASDA (Section 403) requires that the CIHAD review activities conducted and housing assisted under the Act including on-site inspection of housing. This review must be completed at least annually. NAHASDA also requires that CIHAD maintain the viability of housing stock previously developed (see also 24 CFR Part 1000.502).*

A. Initial Inspection:

1. Participants:

At the time of initial occupancy, a move-in inspection shall be conducted with CIHAD's inspector (representative) and the tenant. The tenant shall

be permitted to have a representative of their choice present at the initial inspection to assist them.

2. Counseling Opportunity:

CIHAD shall provide the tenant with counseling or tenant training sessions, which cover the obligations of the resident and proper homecare procedures. Attendance at counseling sessions may be a mandatory requirement prior to occupancy.

3. Documentation of Conditions:

At the conclusion of the initial inspection, the tenant shall sign an inspection report detailing any deficiencies in the unit/home. CIHAD shall correct the deficiencies within a reasonable amount of time.

B. Annual Inspection:

1. Notification:

CIHAD shall provide the resident with written notification of the scheduled inspection at least 2 days prior to the date of inspection. The notice shall state that the annual inspection is a requirement of the tenant and give the date and time of the inspection.

2. Inspection Procedure:

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

3. Deficiencies:

If the inspection reveals any deficiencies in the condition of the unit/home, the tenant shall be given 5 days to correct the deficiencies, at which time a follow-up inspection shall be scheduled.

4. Follow-up Inspection:

CIHAD 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, CIHAD may terminate the lease agreement and evict tenant or fix the repairs and charge the tenant.

C. Special Inspections:

In addition to the annual inspection, special inspections may be required by CIHAD if the tenant has received unfavorable inspection reports in the past. Special inspections may be required as a condition of continued occupancy if the tenant has a poor record of homecare at past residences.

D. Move-out Inspections:

Upon termination of the lease, CIHAD shall conduct a move-out inspection. The tenant or representative shall be present at the inspection. CIHAD shall prepare an inspection report, which shall be signed by the tenant. The report shall include an account of any deficiencies noted, a written estimate of the amount (dollar value) of work required, and a statement, which gives the tenant 30 days to correct the deficiencies. If the deficiencies are not corrected by the deadline, CIHAD shall correct the deficient items and charge the tenant's account for the work. If the work needed is normal wear, CIHAD has 30 days to repair, and the tenant will not be charged for normal wear.

E. Counseling:

In order to assist homebuyers with making the transition to full-fledged homeownership, CIHAD may counsel interested homebuyers.

PAYMENTS AND RENTS

I. Purpose and Applicability (See Section 203 of NAHASDA and 1000.124 & 126)

The purpose of this policy is to establish a method for determining the amount charged to a tenant for monthly payments/rent. This policy is applicable to CIHAD's rental programs.

II. Determination of Income and Calculation of Payment/Rent

If the monthly payment/rent calculation results in an amount greater than the ceiling amount for that particular unit, the tenant will be charged the ceiling amount.

III. ***NOTE: CIHAD reserves the right to charge higher ceiling rates. However, tenant rates cannot exceed 30% of tenants adjusted, income. Non-low income families may be Purpose and Applicability (See Section 203 of NAHASDA and 1000.124 & 126)***

The purpose of this policy is to establish a method for determining the amount charged to a tenant for monthly payments/rent. This policy is applicable to CIHAD's rental programs.

IV. Determination of Income and Calculation of Payment/Rent

The definition of income is based on the Native American Housing Assistance and Self-Determination Act of 1996 (P.L. 104-330 as amended by P.L. 105-276, P.L. 106-568, P.L. 107-292, and P.L. 108-393). This law is regulated through the Code of Federal Regulations, 24 Part 1000. The regulation defining income is 24 CFR 1000.10.

Once the adjusted income is determined for a tenant, the rent is calculated.

Currently, rent is based on 10% of the tenant's adjusted income. After the rent is calculated, \$125 utility allowance is subtracted from the rent.

The only exception to determining rent is under the Rural Development, USDA program for the 24 unit apartments on the West Reservation. Rent is 30% of the adjusted income minus the utility allowance determine by USDA annually. This regulation is based on HB-2-3560 (2-24-05). The Utility allowance varies with the size of the unit.

COLLECTIONS POLICY

I. Purpose and Applicability

The purpose of the Collections Policy will be to inform the tenants of established guidelines for collection of rent, housing services, and payment of work orders and other charges. The goal of this policy is to collect the amounts owed to CIHAD to ensure the continuation of adequate housing services, while providing for the safety and wellbeing of residents and promoting fairness and due process. This policy shall apply to occupants/clients that have extended a lease/homeownership agreement/contract/loan with CIHAD.

II. Requirements and Procedures

NOTE: *CIHAD will specify calendar days are to be used in this policy.*

A. Amount of Required Monthly Payment:

The amount of required monthly payment will be determined at the initial admission and occupancy as stipulated in the lease/homeownership agreement/contract/loan. The rent/payment will be established based on the method identified in the Payment/Rent Policy or pursuant to program requirements. The monthly amount for rent/payment may be adjusted pursuant to reexamination.

B. Failure to Meet Financial Obligations:

If the resident fails to meet financial obligations including payment of required rent, the account will be handled in accordance with the outlined procedures on delinquent accounts. The ability to meet financial obligations is a requirement of admission and continued occupancy.

C. Inability to Make Full Payment Due to Hardship:

If the resident informs CIHAD and presents evidence of inability to make full payment due to hardship, CIHAD will consider an extension and negotiate a settlement. The resident should contact CIHAD prior to the due date to receive an extension. The extension deadline will become the new due date.

CIHAD shall consider extreme circumstances in approving an extension of the due date. Such conditions may include a death in the immediate family or other disaster that affects the financial state of the family.

D. Partial Payment:

When credible evidence has been presented by the resident that clearly shows an inability to make full payment, CIHAD will accept partial payment.

NOTE: *CIHAD may establish a minimum amount acceptable for partial payment, require a percentage of the full amount, or choose not to accept partial payment.*

NOTE: *CIHAD may also set a limit on the number of times a resident may submit partial payment within a specified period.*

E. Budget Counseling:

CIHAD may schedule a budget counseling session for the resident at a specified time during the period of account delinquency. Attendance and participation will be required. In addition, CIHAD will offer budget counseling at any time, if requested by the resident. CIHAD shall require the resident to sign a statement documenting attendance and commitment by the debtor to improve personal financial management. If the resident's account is delinquent more than once within a 90-day period, they will automatically be required to complete a budget counseling session.

NOTE: *CIHAD will require the adult tenants to attend the Money Smart program if they are delinquent more than once within a given fiscal year.*

F. Payment Agreement Procedure/Negotiated Settlement:

CIHAD may negotiate a payback agreement with the delinquent resident as an alternative to immediate termination. The payback agreement will be on a short-term basis not to exceed 12 months.

It will contain an acknowledgement of the amount owed, the terms of repayment including the date, amount, and place of payments, and a default clause in the event the agreement is breached.

The agreement will be signed by the head of household or spouse and the designated CIHAD staff.

A default of the payback agreement will result in immediate referral to the CIHAD Legal Counsel. Within 5 days of the default, the delinquent tenant may ask for reconsideration of the payback agreement. If the resident has presented credible evidence of hardship, which caused the breach of the payback agreement, CIHAD will have discretionary authority to reinstate the payback agreement. If prior payment agreements have failed, CIHAD may restrict the reinstatement.

NOTE: *CIHAD limits the number of times a resident may enter into a payback agreement within a specified period to one time.*

G. Permanent Loss of Eligibility:

Failure to make the required monthly payment and/or breach of subsequent payback agreement and termination of the resident's agreement/loan agreement/contract may result in permanent loss of eligibility for future services or benefits offered by CIHAD.

III. Collections of Delinquencies

A. Due Dates:

Rent payment is due and payable on the 1st day of each month. Rent is considered late after the due date and a late fee of \$5 will be assessed up to the 7th day of the month. Payments shall only be received at the CIHAD office located at 10488 Steamboat Street, West Reservation by Property Management staff. Payments may be mailed in, but must be received by the due date or shall be considered late. Acceptable forms of payment are as follows: Check, money order, or cash. If no payment is received in time, CIHAD will send a reminder letter and allow the resident 7 days to respond to the letter. During this period, CIHAD shall make every effort to contact the delinquent resident by personal visit or phone and document the attempts or contact.

If no response is received within 7 days, CIHAD will issue a Notice of Delinquency and allow the resident 7 days to respond/contact CIHAD in order to negotiate an extension, payback agreement, or pay the amount owed in full. Counseling may be offered or required as a condition of the Notice of Delinquency. If no response is received within 7 days, CIHAD will issue a Notice of Delinquency.

B. Demand Letter/Termination:

In the delinquent account is not settled or the extension/payback agreement is subsequently breached, CIHAD will issue a Notice of Intent to Terminate and a Demand Letter to the resident to be effective in 3 calendar days. The tenants shall be informed of the reason for termination, the need to remove personal property from the premises, and their right to challenge their eviction in Tribal Court. The Demand Letter will demand payment of the debt within the 7 days or legal action will be initiated. This notice will be sent by certified mail (return receipt requested), regular mail, or in person. If full payment is received prior to the deadline given in the Notice of Intent to Terminate, CIHAD will cease legal proceedings. CIHAD may require the resident to fulfill

other obligations, such as undergoing counseling, as a condition of continued occupancy.

C. Referral to Legal Counsel:

If no payment or satisfactory arrangements are made by the end of the deadline, CIHAD will refer the delinquent account to Legal Counsel for termination/eviction proceedings.

IV. Legal Proceedings

A. Court Proceedings:

After the expiration of the Notice to Quit, if the resident fails to file in Tribal Court or settle the delinquent account, CIHAD staff or Legal Counsel will file a civil complaint in the appropriate court seeking eviction and/or full payment of the delinquent amount. The complaint shall contain a copy of the lease agreement/contract/loan, account ledger, letters and other notices sent to the tenant regarding nonpayment.

1. Final Opportunity for Settlement with Stipulations:

After the filing of the complaint and summons are served, the defendant can still arrange for settlement and/or an arrangement. The plaintiff (CIHAD) will inform the court that a settlement has been reached if an agreement has been made to resolve the outstanding amount. CIHAD will include the cost of legal expenses and court costs incurred in the amount owed. The settlement shall contain language that, in the event the defendants breach the agreement, the case shall be automatically reopened and heard in Court for an immediate eviction.

2. CIHAD Rights:

CIHAD shall reserve the right to seek resolution of the case and settlement prior to the court heading and final ruling. Once the court's final ruling has been made, no settlement or arrangement shall be allowed.

NOTE: *CIHAD has set a limit on the number of settlements granted after the filing to only one.*

B. Court Action – Eviction:

Once the Court issues an order of eviction, the copy shall be hand-delivered to the resident by law enforcement officials. The order shall specify the date for the resident to be evicted. CIHAD shall monitor the unit and arrange for board-up (if needed) on the eviction day. The Court Order shall contain the method for settlement of the delinquent account after the eviction. In any

case, the delinquent account shall remain on CIHAD's books and CIHAD shall continue collection efforts.

C. Collection After Move-Out:

If the delinquent resident moves out after notification of lease/homebuyer agreement termination and demand letter, yet makes no attempt to settle the outstanding amount, CIHAD shall consider the unit/home abandoned in accordance with policy and refer the case to the Legal Counsel or appropriate staff for filing in Court for collection. CIHAD shall make every attempt to collect and continue to do so after issuance of the Court Order for payment.

D. Removal of Personal Property:

It is the responsibility of the evicted resident to remove all personal property from the unit/home. However, if the resident cannot be located, CIHAD shall remove and claim the personal items as CIHAD's property. Any disposal of said property shall be subject to CIHAD's Disposition Policy.

ETHICS IN ELIGIBILITY, ADMISSION AND OCCUPANCY

(This section was approved by the CIHAD Board of Commissioners on January 31, 2007.)

1. Conflict of Interest. A Conflict of Interest/Code of Conduct Policy has been established by the Board of Commissioners for Cocopah Indian Housing and Development. The entire policy is available for review at the corporate headquarters. Each employee is required to sign a Conflict of Interest Agreement at the time of his/her hire and at the beginning of each subsequent fiscal year. This policy includes procedures for resolving any potential or actual conflicts of interest. Each employee will retain a copy of the policy.
2. Procedures for Public Disclosure and HUD Notification/Approval.
 - a. Public Disclosure. CIHAD will make **public disclosure** whenever an individual in a position identified in the Conflict of Interest Policy is selected to receive assistance through one of CIHAD's housing programs. This public disclosure will be accomplished using the format at **Appendix A** and will be posted in the lobby of CIHAD's corporate office for a period of three (3) calendar days prior to the services being performed.
 - b. HUD Notification. In addition to making the public disclosure, CIHAD must also notify HUD *in advance* of any assistance being provided to low-income individuals with a potential or actual conflict of interest who qualify for eligibility, admission and occupancy. This notification will be made using the format at **Appendix B**.
 - c. HUD Approval. HUD pre-approval must be obtained when there is a conflict of interest that would be in violation of 24 CFR 1000.30(b). (Example: Housing assistance to a CIHAD Board member whose income is between 80% and 100% of median income.) This notification will be made using the format at **Appendix B**.
3. Public Disclosure and HUD Notification/Approval documents will be generated by the Property Management Department and signed by the Chief Executive Officer.
4. Copies of these documents will be maintained in the appropriate individual's file within the Property Management Department.