

# **Housing Authority of the Seminole Nation of Oklahoma**

## **LOW-RENT HOUSING PROGRAM OPERATING POLICY AND PROCEDURE**

**These policies and procedures were amended by the Board of Commissioners of the Housing Authority of the Seminole Nation of Oklahoma by Resolution #2015-08 on December 9, 2014.**

## SECTION 1

### GENERAL PROVISIONS

A. Introduction; Tribal Preference. The mission of the Housing Authority of the Seminole Nation of Oklahoma (“HASNOK”) is to provide decent, safe, sanitary and affordable housing to income-eligible Native Americans living or intending to live within its housing service area, as same may change from time to time. The Board of Commissioners (“BOC”) hereby enacts this Low-Rent Housing Program Policy (“Policy”) in order to set forth the policies and procedures applicable to the Low-Rent Housing Program (“Program”) of the HASNOK. Citizens of the Seminole Nation of Oklahoma (“Nation”) will receive preferential consideration in the allocation of housing services and other resources in compliance with the Nation’s approved Indian Housing Plan, this Low-Rent Program Operating Policy and Procedure (“Policy”), and applicable law.

B. Purpose. This Policy is designed to serve as:

1. A guide regarding participant eligibility, admission, selection and occupancy standards;
2. A document to provide consistent, equitable and uniform treatment of clients and applicants; and
3. A basis for decision-making by officers and employees of the HASNOK.

C. Interpretation; Applicability. This Policy supersedes any and all ordinances, policies, laws or resolutions regarding the operation of the Low-Rent Housing Program of the HASNOK (“Program”).

D. Compliance with Applicable Law. This Policy shall be implemented and may be conformed to comply with applicable provisions of the Native American Housing and Self-Determination Act of 1996, as amended (“NAHASDA”), the rules and regulations of the United States Department of Housing and Urban Development (“HUD”), and other applicable tribal, state and federal laws. This Policy shall not be construed or applied to prevent the HASNOK from complying with the terms and conditions of any federal grant or contract, including any rules or regulations applicable to HUD-assisted programs.

E. Sovereign Immunity. The HASNOK specifically retains all governmental immunities associated with its sovereign status. The HASNOK’s subsidiaries, employees, officers and agents shall share in its sovereign immunity from suit. The HASNOK does not waive its sovereign immunity in any respect and this Policy shall not be construed as such waiver.

F. Notice. All continuing and incoming program participants shall receive a copy of this Policy, and shall acknowledge receipt in writing. The HASNOK shall post a copy of this Policy in the lobby of its headquarters.

## **SECTION 2**

### **LIMITATIONS**

A. Status of Program Participants. Program participants are considered Lessees and do not acquire any legal or equitable interests in the property that is the subject of the lease agreement (“program unit”) or other attributes of homeownership. This Policy and any lease agreement executed pursuant thereto shall not be construed as a land contract, contract for deed or constructive mortgage.

B. Disposition of Unit Upon Death or Divorce. In the event of death or divorce, there is no right of succession to the lease agreement. In such cases, the HASNOK shall have the absolute right and discretion to transfer or reassign program units in the best interests of the Program and the Seminole Nation. The Board of Commissioners retains the absolute right and discretion to reassign the program unit to another party authorized to occupy the premises and such decision shall be final and binding.

C. Remedies of the HASNOK. In the event that any Participant fails to comply with any provision of this Policy, the HASNOK may terminate his or her participation in the Program pursuant to the provisions of Section 11 of this Policy and applicable laws governing landlord/tenant relationships.

## **SECTION 3**

### **CONDITIONS OF ELIGIBILITY**

A. Participant Eligibility Criteria. The following criteria shall govern eligibility for Program participation.

1. The applicant must qualify as a family (includes a family with or without children, an elderly family, a near-elderly family, a disabled family or a single person);
2. The applicant must be a Native American or a member of a Native American Family. A Native American is defined as any person recognized as being an Indian or Alaska Native by a Tribe, the Federal government, or any State. A Native American Family is defined as a family with at least one Native American member residing in the household. Native American status must be verified by a copy of a BIA

Certificate of Degree of Indian Blood (CDIB), enrollment verification, or a Tribal Enrollment Card;

3. The Applicant must be at least eighteen (18) years of age;
4. Subject to Section 3(B) of this Policy, the Applicant must qualify as a low-income family, whose income does not exceed eighty percent (80%) of the national median income, as set by HUD. Income limits are adjusted for family size and updated on an annual basis. The HUD income guidelines, as same may change from time to time, hereby are adopted and incorporated by reference. The HASNOK defines "annual income" pursuant to the income guidelines applicable to HUD's Section 8 programs set forth in 24 CFR part 5, subpart F;
5. The program unit must be located within the Nation's housing service area;
6. The applicant must be ready, willing and able to meet all obligations of participation in the Program, including but not limited to financial and maintenance obligations;
7. The applicant must intend to use the program unit as his/her principal residence throughout the term of the lease; and
8. The applicant and/or spouse of the applicant must demonstrate a satisfactory record of prior rental history.

B. Special Provision Regarding Non Low-Income Applicants. A non low-income family may receive housing assistance only in accordance with 24 CFR 1000.110 and with the prior approval of the Board of Commissioners of the HASNOK.

C. Computation of Income. The Applicant's annual income shall be computed by choosing one of the three following definitions of annual income:

1. The Part 5 Definition (as same may change from time to time), which is defined in 24 CFR 5.609 and is incorporated by reference;
2. The Census Long Form Definition (as same may change from time to time), which is incorporated by reference; or
3. The IRS Form 1040 Definition (as same may change from time to time), which is incorporated by reference.

HASNOK shall use the Definition most advantageous to the applicant. When a Definition allows for excessive mileage, excess mileage shall not exceed twenty five dollars (\$25) per family per week, for employment or educational related travel.

D. Ineligible Applicants; Participant Exclusion Criteria.

1. Ownership, use, or acquisition of an additional residence that is decent, safe, and sanitary before or during occupancy of a program unit shall disqualify an Applicant or Lessee from the Program.
2. Previous tenants or homeowners who owe a debt to the HASNOK or to any public or Indian Housing Authority will not be eligible for Program participation until the owed monies are paid in full as evidenced by appropriate documentation or five (5) years have elapsed since the date of termination or abandonment of the previous lease, provided that the BOC approves the readmission of such former participants. Former Participants (inclusive of all homeownership programs administered by the HASNOK) who desire to be readmitted to the Program, shall be given the opportunity to appear before the Board of Commissioners to present any documentation, justification or other evidence why he/she should be considered for readmission to the Program. Landlord reference of payment history will be taken into consideration. The decision of the Board of Commissioners shall be final.
3. The HASNOK, in its sole discretion, may withhold admission to the Program if it is determined during the application verification process that the Applicant and/or any adult household member(s):
  - a. Have been evicted from any public or Indian Housing Authority or private rental property within the past three (3) years;
  - b. Have previously abandoned, relinquished and/or damaged a unit owned by this or another Indian housing authority;
  - c. Have been determined to be guilty of program abuse or fraud in any federal housing assistance program;
  - d. Owe a debt to the HASNOK for past-due rent or

- damages to a program unit;
- e. Owe debts incurred from prior occupancy of a unit at any other Housing Authority or private rental property;
- f. Have a history of conduct which would be detrimental to the Project or its residents;
- g. Has been convicted of a drug or alcohol related felony within the last three (3) years;
- h. Has been convicted of a violent crime related felony within the last ten (10) years. These crimes shall include, but are not limited to:
  - Abuse of a vulnerable adult;
  - Aggravated assault and battery on a police officer, sheriff, highway patrolman, or any other officer of law;
  - Aggravated assault and battery upon any person defending another person from assault and battery;
  - Aggravated trafficking;
  - Any crime against a child;
  - Armed robbery;
  - Arson in the first degree;
  - Assault with intent to commit a felony;
  - Assault with intent to kill;
  - Assault, battery, or assault and battery with a dangerous or deadly weapon;
  - Assaults while masked or disguised;
  - Bombing;
  - Burglary in the first degree;
  - Burglary with explosives;
  - Child abuse;
  - Child pornography;
  - Child prostitution;
  - Conjoint robbery;
  - Criminal syndicalism;
  - Extortion;
  - First degree arson;
  - First degree burglary;
  - First degree murder;
  - First degree rape;
  - First degree robbery;
  - Forcible sodomy;
  - Inciting to riot;
  - Injuring or burning public buildings;
  - Kidnapping for extortion;

Kidnapping;  
Lewd or indecent proposition or lewd or indecent act  
with a child;  
Lewd molestation of a child;  
Maiming;  
Manslaughter in the first degree;  
Manslaughter in the second degree;  
Mistreatment of a mental patient;  
Murder in the first degree;  
Murder in the second degree;  
Obtaining signature by extortion;  
Pointing firearms;  
Poisoning with intent to kill;  
Rape by instrumentation;  
Rape in the first degree;  
Rape in the second degree;  
Rioting;  
Robbery by two (2) or more persons;  
Robbery in the first degree;  
Robbery in the second degree;  
Robbery with dangerous weapon or imitation firearm;  
Robbery;  
Sabotage;  
Second degree murder;  
Seizure of a bus, discharging firearm or hurling missile  
at bus;  
Shooting with intent to kill;  
Use of a firearm or offensive weapon to commit or attempt  
to commit a felony;  
Using a vehicle to facilitate the discharge of a weapon;  
Wiring any equipment, vehicle or structure with explosives;  
and/or

- h. Is a sex offender. Housing of such person shall be prohibited for a period of ten (10) years from the date of the arrest, conviction, or end of incarceration (whichever is later) or the period of the registration requirement.

Such applicant(s) shall be referred to the Board of Commissioners pursuant to Section 3(D)(5), below, provided that the Board shall have no discretion to waive sections (f) through (i) of this Sub-section.

4. In order to evaluate the detrimental effect an applicant's conduct may have on the Project or its residents, the HASNOK may conduct personal or telephonic interviews of reliable sources (including the Applicant during a home visit, current and previous landlords and employer(s)) and research court records. The HASNOK staff shall document the name and title of any source contacted and summarize the information received. The applicant, by applying for Program participation, consents to the HASNOK's investigation regarding his or her:
  - a. Past performance in meeting financial obligations, especially rent;
  - b. Compatibility with neighbors;
  - c. Treatment of leased property;
  - d. Living or housekeeping habits;
  - e. History of criminal activity; and/or
  - f. Other past conduct which may adversely affect the health, safety or welfare of other residents.
  
5. In the event that adverse background information is discovered during the verification or recertification process, the Board of Commissioners, in its sole discretion, shall determine whether the Applicant(s) is suitable for Program participation. The Board of Commissioners may consider factors which indicate a probability of favorable future conduct or financial prospects, such as: evidence of rehabilitation, evidence of willingness to participate in appropriate counseling service programs, and availability thereof, evidence of willingness to attempt to increase income and availability of training or employment programs in the locality.

E. Unit size qualification. Selection of Applicants pursuant to this Policy is dependent upon the availability of an appropriately-sized unit in accordance with Section 6, below.

F. Special Provision Regarding Sex Offenders. In the event that the Participant or any household member is made subject to the registration requirements of the Oklahoma Sex Offender Registration Act, 57 O.S. §§ 581-590 ("Registration Act"), at any time, the Participant shall disclose this fact immediately to the HASNOK. Such Participants shall be referred to the Board of Commissioners for a determination regarding their suitability for continued occupancy in accordance with Section 3(D)(5) of this Policy. Participants also shall be subject to immediate eviction if the occupancy of the housing unit by the



sex offender would constitute a violation of any provision of Sections 590 through 590.2, inclusive, of the Registration Act.

## SECTION 4

### APPLICATION PROCEDURES

A. Application Requirement. The application is the basic record of each family applying for admission to the Program. Each applicant is required to provide any and all information requested and to sign the application and all supporting documents. All information and statements made by the applicant are subject to verification. **Providing false statements renders the applicant ineligible.** Incomplete applications will not be accepted.

B. Application Procedure.

1. Applications are accepted by the Intake Clerk. Each application shall reflect the date and time received. Copies of the front page will be handed to the applicant as receipt of application and shall bear the initial of the employee who accepted the application.
2. All adult household members must sign an authorization for release of information, which is required for third party verification.
3. In the event it is determined that an applicant has an immediate family tie to any HASNOK employee, Commissioner or elected tribal official, the HASNOK will publish a "Public Disclosure" in accordance with its Conflict of Interest Policy.
4. The application and all information relating to the family's eligibility shall be maintained in a file, along with all relevant correspondence. Files will be placed in one of three categories, as follows:
  - a. **"Eligible"** - Applicant has met initial eligibility requirements and has been placed on the waiting list for the program;
  - b. **"Ineligible"** - Applicant has not met initial eligibility requirements and/or has been determined to be ineligible for the program; or

- c. **“Inactive”**– Applicant has not updated the application within thirty (30) days of notification and has been removed from the waiting list pursuant to Section 4(E), below.
5. If during the application intake and screening process it is determined that the applicant is ineligible for program participation, the applicant will be informed of such determination and the application classified as ineligible. In such instances, sufficient information and findings pertaining to the denial of services will be documented for the file. A certified letter with return receipt requested will be mailed to the applicant within thirty (30) days of the date of denial. The notice shall specify the grounds for the denial of service and advise the applicant of his/her right to appeal the decision pursuant to the Grievance Policy and Procedure of the HASNOK.
6. All entries will be made in ink or typed. Corrections or changes will be made by striking through the original entry and entering the correct information. Such changes are to be dated and initialed by the person recording the change, with all changes and explanations noted in the record.
7. Upon request, a disabled person may receive assistance from the HASNOK or a representative of his/her choice in completing the application.

C. Verification and Documentation of Application Information. Information submitted by each applicant shall be verified to assure that the information is true and correct. Complete and accurate verification records will be maintained. Each applicant shall provide the following documents to substantiate his or her Indian status, identity, income and other conditions of eligibility. At a minimum, each applicant shall provide copies of:

1. The Seminole nation membership card of the Head of Household and/or other household member(s) claiming Indian status;
2. Social Security cards and birth certificates for all household members;
3. Federal tax returns or transcripts filed for the previous year or a notarized statement from the Applicant explaining why a tax return was not filed;

4. Copies of paycheck stubs from the Applicant and each household member with earned income;
5. Statements or award letters from agencies documenting unearned income (including but not limited to Social Security, General Assistance, Retirement, Unemployment Benefits, Department of Human Services Assistance, Oil and Gas Royalty and Veterans benefits); and/or
6. Certified statements from self-employed persons or persons whose earnings are irregular, setting forth gross receipts, itemized expenses and net income.

D. Waiting List.

1. Waiting lists shall be maintained for the Program. All eligible applicants shall be placed on the waiting list according to the selection preferences set forth in Section 5 of this Policy.
2. If, for any reason, the applicant becomes ineligible for participation, the applicant shall not lose his or her place on the waiting list for a period of 90 days. During the 90 day period, the applicant may be passed over by other applicants, but the applicant will not lose his or her ranking on the list. If, after 90 days, the applicant is unable to remedy the situation that resulted in the applicant's ineligibility, the applicant will be removed from the waiting list. If or when the applicant reapplies for participation, the applicant's ranking prior to being removed from the waiting list shall not be considered.
3. The waiting list shall be updated on a regular basis. Any applicant wishing to be removed from the list must submit a written request; otherwise, no eligible applicant may be removed from the waiting list except for failure to update his or her application in accordance with Section 4(E), below.

E. Application Updates. Applicants shall update their applications and supporting documents and maintain current contact information on file on an annual basis. This is the responsibility of the applicant and not the HASNOK. Applicants who have not updated their applications within **thirty (30) days** of notification of the duty to update will be removed from the waiting list and will have to re-apply to be placed back on the waiting list. These applicants will receive a new approval date and will be placed at the bottom of the waiting list. Inactive applications and supporting documents will be discarded after three (3) years.

## SECTION 5

### SELECTION OF PARTICIPANTS

A. Preference Categories and Point System. The HASNOK reserves the right to reconfigure the rank order when an applicant's living environment presents an imminent health or safety risk. In all other cases, the HASNOK shall allocate program assistance to the qualifying applicant(s) receiving the highest number of points as outlined below.

1. *Displaced.* Displaced households shall receive priority consideration if unit is available. This category includes only those households displaced by governmental action, or whose dwelling has been extensively damaged or destroyed by extreme weather, fire or other involuntary act. Persons displaced by reasons of misconduct or failure to meet financial obligations are specifically excluded from priority consideration under this category.
2. *Indian Preference* shall be given where the applicant(s) is a full-blood, enrolled Seminole Indian (qualified applicant-households shall receive a total of 5 points priority consideration);
3. *Elderly and/or Disabled.* If there is at least one elderly and/or disabled member of the household, the household shall receive a total of four (4) points priority consideration. For purposes of this policy, elderly means and refers to persons who are sixty-two (62) years of age or older. "Disabled" means and refers to any person who has a physical or developmental disability as defined in Section 223 of the Social Security Act (42 U.S.C. 423) or the Disabilities Assistance and Bill of Rights Act (42 U.S.C.6001(7)). Disability status must be verified by at least two acceptable sources, such as medical professionals, the Social Security Administration and/or the Veterans Affairs Administration;
4. *Veterans.* If at least one veteran lives in the household on a permanent basis, the household shall receive a maximum of three (3) points priority consideration;

5. *Near-Elderly*. If there is at least one near-elderly member of the household, the household shall receive a total of two (2) points priority consideration, provided that the household does not qualify for priority consideration based on elderly and/or disabled status. For purposes of this policy, near-elderly means and refers to persons who are at least fifty-five (55) years of age;
6. *All other Seminole Nation Tribal members* will receive one (1) point.
7. *Other tribes* shall be given preference once Seminole Tribal members are served and provided that the Applicant must possess a valid certificate of degree of Indian blood.

B. Preference among Applications with Same Ranking Score. In the case of two or more applicant-households having equal preference, the date and time the application was received by the HASNOK shall determine which applicant-household is selected.

C. Preference for First-time Applicants. Qualified applicants who have never received assistance under any housing program administered by the HASNOK and/or the Nation shall receive priority over previously served applicants. Previously served applicants can reapply but will be placed at the bottom of the list and will not receive service until all Seminole applicants are served.

D. Informing Applicants about Preferences. The HASNOK shall inform all Applicants of the preferences set forth in this section and shall give Applicants an opportunity to demonstrate that they qualify for such preferences.

E. Notice and Opportunity for a Meeting if Preferences are Denied. If an Applicant does not qualify for a claimed preference, the HASNOK shall notify the Applicant in writing. The notice shall briefly describe the reasons for the determination and notify the Applicant of his or her right to appeal the determination pursuant to the HASNOK's Grievance Policy.

F. Notification of Selected Applicants. The Nation shall notify applicants who are selected for Program participation in writing. The notification shall include, at a minimum, the following information:

1. A statement that the family has been documented as eligible for participation in the Program;
2. If applicable, the time and place for training activities and execution of the Lease Agreement;
3. The address of the unit; and
4. Notification that the family has fifteen (15) days in which to respond to the notice, either by accepting or rejecting the unit offered. Failure to respond shall be regarded as a rejection of the offer.

G. Rejection of Offer. The HASNOK offers units based on its selection preferences and the preferences of the Applicant (i.e., location of the project, size of the unit, etc.). The Applicant may reject the offer of the HASNOK, but after **three (3)** rejections, the Applicant will be placed at the bottom of the waiting list.

## SECTION 6

### OCCUPANCY; LEASE AGREEMENT

A. Method of Determining Household Size. Every household member regardless of age (except for unborn children) shall be included by name on the Application and counted as a person for purposes of applying the occupancy standards set forth in Section Six (6) of this Policy. The premises leased are for the exclusive use and occupancy of the Participant and his/her household members identified in the Lease Agreement, under the terms and conditions stated herein. **Any person occupying the home in excess of thirty (30) days in any one (1) year period shall be reported as a household member and made subject to all required verifications.**

B. Occupancy Standards. To avoid overcrowding and prevent waste of space, program units shall be assigned in accordance with the occupancy standards set forth below, except that such standards may be waived by the Executive Director when necessary to achieve and maintain full occupancy or to comply with the preference provisions set forth in Section five (5), above.

Number of Bedrooms	Number of Persons
1 Bedroom	1-3 Persons
2 Bedrooms	2-4 Persons
3 Bedrooms	3-6 Persons
4 Bedrooms	5-9 Persons

C. Lease Agreement. A lease agreement shall be executed by the

Executive Director (or his/her designee) and the Participant. The adult Seminole tribal member(s) who qualified for Program participation shall sign as the head(s) of household. The form of Lease set forth at Exhibit "A" of this Policy hereby is adopted and incorporated by reference. The Participant shall receive a copy of the original lease agreement, and the original shall be retained by the HASNOK.

D. Commencement of Occupancy. **Selected Applicants must take possession of the assigned unit within fifteen (15) days of the date of the response to the notice of availability or forfeit their eligibility to occupy that unit.** Applicants who notify the HASNOK within thirty (30) days of defaulting under this Section shall be returned to the waiting list without further penalty. Failure to execute the Lease Agreement, to secure utility service or to take occupancy of an assigned program unit may constitute grounds for termination of participation in the Program.

E. Deposit. The Participant shall pay a security deposit in the amount of \$250.00. Elderly and near-elderly participants shall pay a security deposit in the amount of \$100.00. The security deposit shall be refundable at the time of move-out, provided that all conditions, obligations and requirements have been satisfied. Arrangements to make the security deposit in payments over the course of the first five (5) months of occupancy may be allowed with the Executive Director's prior, written approval, and such payment shall be added to the Participant's base rent.

1. *Transfers.* Transfers of security deposits from one Tenant to another in the same household may be approved in the discretion of the Executive Director.

2. *Refunds.* Under normal circumstances, refunds of deposit will be made when the Participant has notified the HASNOK in writing thirty (30) days prior to leaving the unit and a satisfactory move-out inspection is completed. Damages to the unit and any rental charges due to the HASNOK shall be debited from the deposit prior to any refund. Any remaining Security Deposit may be returned to the Participant or to the remaining Head of Household. No refund of the Security Deposit shall be made upon eviction or abandonment.

3. *Liquidated Damages.* In the event the Participant(s) vacate the unit and the balance of the rent owed to the HASNOK and/or the damages to the unit exceed the Security Deposit, the HASNOK may retain the deposit as liquidated damages and seek reimbursement from the Participant(s) in the amount of any deficiency.

F. Use of Deposit for Emergency Repairs. With the permission of the HASNOK (and only after the deposit is paid in full), the Participant may utilize an amount not to exceed the deposit for emergency repairs to the unit. The Participant shall replenish the deposit within twelve (12) months of completion of the repairs. The repairs and improvements shall be solely for the purpose of

restoring the program unit to decent, safe and standard condition. The amount of the assistance will be transferred to the qualified, licensed and insured contractor who submits the bid that best satisfies the criteria outlined in the HASNOK's procurement policy and request for proposals. No moneys will be granted, loaned or transferred directly to Participants.

## SECTION 7

### COMPUTATION AND COLLECTION OF PAYMENTS

A. Base Rent. The monthly base rent payment of the Participant shall equal twenty percent (20%) of the Participant household's adjusted gross income as established pursuant to Section 3(C) of this Policy. The monthly base rent payment of a Participant who is elderly, near-elderly and/or disabled as defined in Section 5(A)(4) of this Policy shall equal fifteen percent (15%) of the Participant household's adjusted gross income as established pursuant to Section 3(C) of this Policy. The lease payment shall not exceed the Maximum Rent established in Section 7(B), below, under any circumstances.

B. Maximum Rent. A household's Monthly Rental Payment shall not exceed the following amounts:

Number of Bedrooms	Maximum Rent
1	\$250.00
2	\$300.00
3	\$350.00
4	\$400.00

C. Payment of Rent. All rent payments are due and owing on the first (1<sup>st</sup>) day of each month, and shall be considered delinquent if not paid on or before the tenth (10<sup>th</sup>) day of the month. If the tenth (10<sup>th</sup>) day of the month falls on a weekend or holiday, rent shall be considered delinquent if not paid on or before the next business day. Monthly rental payments will be accepted between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday, excluding holidays. Payment may be made in the form of money order, cashier's check or personal check. If, however, a personal check made payable to the HASNOK is returned by the bank, that participant will be charged a return check fee in the amount of \$25.00 and thereafter, all future payments shall be by money order or cashier's check. Rent should be paid at the office or mailed to:

Housing Authority of the Seminole Nation of Oklahoma  
101 South Hitchite  
Wewoka, Oklahoma 74884

D. Acceptable Payment Arrangements Prior to Delinquency.



1. *Delayed Payment.* The Executive Director, in his or her sole discretion, may approve an arrangement for the delayed payment of rent prior to delinquency under circumstances including, but not limited to:

- a. Unusual and unexpected family expenses, such as a death of a household member or extraordinary medical expenses not covered by insurance. **This does not include changes in normal living expenses, such as grocery bills, utility bills, store bills, etc.;**
- b. Extraordinary expenses incurred as a consequence of natural disaster or otherwise uncontrollable circumstances; and/or
- c. Sudden loss of income.

2. *Partial Payment.* The Executive Director, in his or her sole discretion, may approve an arrangement for a partial payment at the time rent is due, provided that the balance is paid in full by the end of that same month.

3. *Self-Help Opportunity.* A Participant experiencing difficulty making rental payments as scheduled may request counseling and assistance from credit management, social service and/or employment agencies at his or her own expense. The HASNOK may provide such services when practical and/or necessary.

E. Payment Arrangements Subsequent to Delinquency. Payback Agreements following delinquency are discouraged. The HASNOK may, but is not required to, authorize a Payback Agreement upon a showing of one or more of the circumstances set forth in Sub-section 1, above. Participants owing balances incurred prior to the effective date of this Policy (for which no Payback Agreement exists) may be given the opportunity to make arrangements for a Payback Agreement with the HASNOK within a thirty (30) day period, beginning the first (1st) day of the month following the effective date of this Policy. Participant(s) who fail to execute a written agreement within the allotted time period shall be sent a Final Notice for the amount of any unpaid back rent. **Installment payments on Pay-back Agreements are subject to the collection procedures set forth in Section 7(C), above, and the Termination Procedures set forth in Section 11(D), below.**

F. Suspension of Payments. Full suspension of payments is highly discouraged. However, the BOC of the HASNOK, in its sole discretion, may suspend a Participant's obligation to make required monthly payments for a specified period of time not to exceed six (6) months due to unusual circumstances. Such circumstances include, but are not limited to: death of a household member, extraordinary medical expenses not covered by insurance,

sudden reduction in income, catastrophic events (such as fire or flood), and/or substantial rehabilitation/repair work being performed on the unit. The Participant shall request the suspension of payments in writing addressed to the BOC, and shall provide adequate documentation to substantiate the request. The HASNOK shall notify the Participant of the determination within fifteen (15) days of the request. The Participant shall update the HASNOK not less than once per month regarding his or her progress in curing the conditions that resulted in the suspension of payments.

## SECTION 8

### RULES AND CONDITIONS OF CONTINUED OCCUPANCY

A. Tenant Code of Conduct. All Participants, household members and guests must comply with all rules and regulations affecting the use and occupancy of the premises and abide by all laws of the Nation, including but not limited to:

1. *Principal Residency Requirement*. Program participants are required to use the program unit as their principal place of residence. A unit which has been unoccupied for a period of **thirty (30) days** or more may be determined to be abandoned and in breach of the lease agreement.
2. *Maintenance/Repairs*. The Participants shall provide basic upkeep of the program unit, keeping it in an acceptable condition at all times. Participants are responsible for the cost and completion of any repairs caused by the Participants or their guest(s). Participants shall report any maintenance needs and/or problems with items that may be covered under manufacturer's warranties (including but not limited to appliances, roofs and HVAC systems) to the HASNOK, so that arrangements for repair or replacement of these items may be arranged. Participants who fail to report such problems to the HASNOK within the warranty period or who undertake repairs of covered items may void the manufacturer's warranty and shall be responsible for repair or replacing such items at their own expense. A list/packet of the applicable warranties for a particular unit may be provided to the Participant upon request. The Participant agrees that the HASNOK Executive Director, housing inspector and/or maintenance personnel will be permitted to enter the dwelling for the purpose of performing routine maintenance and for making improvements and repairs.
3. *Structural Modifications*. The unit is the property of the HASNOK, and all structural modifications and major improvements must be pre-approved by the BOC in writing

prior to actual construction. Any activities approved pursuant to this section must be paid for in full by the Participant and comply with any and all applicable construction/building codes. No liens or other encumbrances may be placed on the unit as a result of the work undertaken.

4. *Utilities.* The Participant(s) shall activate and pay any required deposits for utility services (including, but not limited to, water, gas, electricity and trash service) in the Participant's name prior to occupancy. Documentation of such services shall be provided to the HASNOK upon request. Disconnection of utility services to the unit for a period in excess of ten (10) days constitutes grounds for termination of participation in the Program.

B. Conduct Prohibited. All Participant(s), household members and guests shall not:

1. Disturb the peace of the project community or disturb or harass other Program participants;
2. Engage in domestic violence;
3. Appear drunk or intoxicated in public or common areas within the project community;
4. Possess, consume or distribute illegal drugs, drug paraphernalia or any other controlled substances;
5. Keep or use firearms, pellet or BB guns, bowie knives, daggers or other dangerous or deadly instruments, provided that bona fide law enforcement officers are excepted from this paragraph; and/or
6. Destroy, deface, disturb or interfere with the use of any structure, unit, building, or other property (real or personal) of the HASNOK, the Nation or other Program Participant.
7. Engage in any activities prohibited by or deemed to be illegal under applicable State or Tribal law.
8. Litter upon the property of the HASNOK or other program participant.

C. Use Restrictions. All Participants, household members and guests

must abide by the following restrictions on property use.

1. *Business Use of Unit.* The Participant may request permission, in writing, to operate a small business. The business shall not disrupt the basic residential nature of the unit or require permanent structural changes.
2. *Public Nuisances.* Participants shall keep the premises in a clean and sanitary condition and shall not create or permit any unsightly conditions or offensive activity in the Project area. Unlicensed, inoperable and/or wrecked vehicles or household appliances on Project grounds are specifically prohibited. The HASNOK may monitor the condition of the unit through periodic inspections and drive-bys. A car must have a valid license plate or it will be considered a junk car and the Participant will be required to remove it from the property. The HASNOK and/or the Nation, in its sole discretion, may define and summarily abate any condition constituting a nuisance at the Participant's expense.
3. *Temporary Structures.* No structure of a temporary character (including but not limited to trailers, tents, shacks, garages or barns) may be used at any time as a residence, either temporarily or permanently. Additionally, no portable or prefabricated building or dog pen shall be located upon any lot without the prior, written permission of the HASNOK.
4. *Animals.* Pets are only permitted as allowed for by the Housing Authority of the Seminole Nation of Oklahoma's Pet Policy and Rules.
6. *Garbage and Refuse Disposal.* No Participant may burn or permit the burning of garbage or other refuse, nor accumulate or permit the unsightly accumulation outdoors of such refuse or garbage.
7. *Yard Maintenance; Improvements.* Participants shall maintain yard areas and shall not permit the accumulation of weeds, underbrush or other unsightly vegetation. No fence, wall, garden, pond or other modification may be erected without the prior, written permission of the Director HASNOK. Blueprints, cost estimates and any other relevant information shall be presented to the Director HASNOK to aid in determination. Participant(s) must maintain any enhancements or modifications approved pursuant to this section at their own expense.

8. *Common Areas; Roads.* Participant(s), household members and/or guests shall not evade speed bumps, drive through yards or otherwise operate their motor vehicles in an unsafe manner. All terrain vehicles and “four-wheelers” may not be operated on yards, roads or common areas within the project area. Tampering with manhole covers, street lamps and/or security cameras/lights is specifically prohibited. Littering of any kind is prohibited. Fishing and/or swimming in or near the pond areas is prohibited. Entry onto the pond areas will be deemed a trespass.

D. Inspections. The HASNOK may periodically inspect the unit/home and grounds and the Participant shall facilitate such inspections, as follows:

1. *Initial Move-in Inspection.* At the time of initial occupancy, a move-in inspection shall be conducted by a HASNOK representative and the Participant. The Participant may have a representative of his/her choice present at the initial inspection. At the conclusion of the initial inspection, the Participant shall sign an inspection report detailing any deficiencies in the unit.
2. *Annual Inspection.* The HASNOK shall conduct an annual inspection, which will include the interior, exterior and adjacent grounds of the unit. The Participant shall be provided with written notification of the scheduled inspection at least **five (5) days prior** to the date of the inspection. The Participant shall sign and receive a copy of the inspection report.
3. *Opportunity to Cure Deficiencies.* If the inspection reveals any deficiencies in the condition of the unit, the Participant shall be given thirty (30) days to correct the deficiencies, at which time a follow-up inspection shall be scheduled.
4. *Follow-up Inspection.* The HASNOK shall conduct a follow-up inspection to determine if the deficiencies identified in a previous inspection have been corrected. The Participant shall be notified, by certified mail with return receipt requested, and given the opportunity to be present at the inspection. If the Participant has not corrected the deficiencies, the lease agreement may be terminated in accordance with this Policy, or the HASNOK may perform the necessary work and charge the Participant for the repair of any damages caused by the Participants or his/her guest(s).

5. *Move-out Inspections.* A move-out inspection will be conducted by the HASNOK within three (3) days of the date of termination of occupancy. Participant(s) may be responsible for damages noted during the move-out inspection. The HASNOK shall notify the former Participant of the amount to be charged and the effect of such damage on future participation in the Program within ten (10) working days of completion of the inspection.
6. *Other Inspections.* The HASNOK may inspect the unit at any other time for any reasonable purpose. The HASNOK shall provide the Participant(s) with prior notice of the inspection when possible under the circumstances and shall use its best efforts to minimize any disruption or inconvenience to the Participant(s).

E. Counseling/Continuing Education. Participants may be required to participate in ongoing educational programs regarding maintenance obligations, financial responsibility and other aspects of Program participation or preparation for homeownership. Attendance is mandatory for all counseling sessions scheduled by the HASNOK and participation in such programs is a condition of continued occupancy.

F. Insurance. The HASNOK shall provide required insurance on the unit structure, including fire and extended coverage. The Participant shall report all damages to the unit in a timely manner for claims processing. The HASNOK's insurance coverage does not include damages to the Participant's personal property and/or the contents of the unit. The Participant may obtain insurance for personal property/contents at his or her own expense.

## **SECTION 9**

### **EXAMINATION AND RE-EXAMINATION OF PARTICIPANT STATUS**

A. Re-examination Procedure. For the purpose of determining the Participant's Rent, the HASNOK shall examine the Participant household's earnings and other income prior to initial occupancy and shall reexamine such income at least once a year thereafter.

1. Re-examination Schedule. The Participant's "reexamination schedule" shall coincide with the date of the effective date of initial occupancy. The re-examination process shall commence at least 2 months prior to the effective date to allow sufficient time for HASNOK staff to verify all information provided by the Participant(s). The Participant will be notified of the need to re-certify and set a date/time

for the re-certification. Monthly payments shall not be adjusted between dates of annual re-examination except as provided in Section B, below.

2. Personal Declaration. The Participants shall be required to complete and sign a personal declaration at the time of the recertification interview. Participants shall also be required to sign and new lease in which they agree to comply with all changes made to the HASNOK policies since the original certification. All entries are to be made in ink, indelible pencil or typeface. Changes or corrections are to be initialed and dated by the person making such changes.
3. Records Retention. Data assembled at the time of the reexamination is to be filed in the folder set up for the Participants at the time of admission.

B. Interim Reexamination of Income and/or Household Status/Composition. In addition to submitting such information as may be required at the time of annual reexamination, **Participant(s) have an affirmative duty to report immediately any changes in income or household composition to the Nation.**

1. *Circumstances Requiring Immediate Reexamination*. Participant(s) are required to report immediately the occurrence of one or more of the following circumstances:
  - a. any changes in income;
  - b. the loss of any household member through death, divorce or other circumstance; and/or
  - c. the addition of a household member by marriage, birth or other circumstance;
  - d. ownership, use, or acquisition of an additional residence that is decent, safe, and sanitary; and/or
  - e. a household member being convicted of a drug or alcohol felony, a violent crime felony, and/or of a crime resulting in a sex offender status determination.

Failure to report these changes in circumstance to the HASNOK, could, at the discretion of the BOC, result in eviction.

2. Adjustments. Any Participant who reports a change in family circumstances (such as a decrease in income or a change in family composition) shall be given an interim income determination and, upon verification, the monthly payment shall be adjusted.
3. Effective Date of Adjustment. Adjustments in monthly payments are to be made effective on the first day of the month following the income change, provided that no downward monthly payment adjustments are to be processed until the alleged changes in circumstance have been substantiated.

C. Verification and Documentation of Reexamination Data. To assure that the data upon which determinations as to eligibility for continued occupancy and changes in required monthly payments are made (either by scheduled re-examination or an interim re-examination) are complete and accurate, the information submitted by the Participant household shall be verified. Verification procedures are the same as those described in Section 4(C), above.

D. Action Required Following Reexamination. Within 30 days of receiving the Personal Declaration and all required supporting documentation, the HASNOK shall notify the family in writing of: (1) any change to be made in the Participant's rent payment and the effective date thereof; (2) any changes to the HASNOK policy and the effective date thereof; and/or (3) any instances of misrepresentation or non-compliance with the Program Policy, HUD regulations or housing policy and of any corrective or disciplinary action which is to be taken.

E. Failure to Comply With Annual Reexamination. If the Participant fails to respond to the letter requesting re-certification information, a written notice, by certified mail with return receipt requested, will be mailed with a deadline for submission of information. If the Participant fails to provide the information requested by the due date, it shall be deemed a violation of this Policy, which may result in termination. In addition, Participant(s) who fail to report upward changes in income may be liable for additional amounts due to the HASNOK. Participant(s) who fail to report downward changes in income within a reasonable time period shall not be entitled to any retroactive adjustment of rent.

## **SECTION 10**

### **TRANSFERS**

A. Involuntary Transfers. The HASNOK may require a Participant to transfer to another unit in order to allow for substantial rehabilitation of the unit being vacated or to correct overcrowded, unsafe or unsanitary living conditions.



The Participant, as a condition of participation in the Program, consents to any such involuntary transfer.

B. Voluntary Transfers. The HASNOK may approve a voluntary transfer to another Program unit, provided that the Participant has complied with all Program requirements (including the payment of rent), the unit being vacated is clean, and all resident damages (excluding normal wear and tear) are repaired.

C. Effect of Transfer on Obligations. All rights and obligations of Program participation shall be transferred to the new unit following a voluntary or involuntary transfer. A move-in inspection shall be conducted and documented by the Participant(s) and the HASNOK.

D. Limitations. Vacant units must be offered to any and all eligible applicant(s) on the waiting list for the Program before a transfer request from a participant can be approved.

## SECTION 11

### TERMINATION OF OCCUPANCY

A. Termination by the Participant. The Participant may terminate the Agreement, provided that **thirty (30) days** written notice is given in writing to the HASNOK. The HASNOK does not waive any claim to additional payments due for accrued rent and/or damages to the unit by accepting such notice.

B. Procedures Upon Termination of Occupancy. Participant(s) shall provide the HASNOK at least thirty (30) days written notice prior to moving out of their assigned unit, unless such notice requirement is waived in writing by the HASNOK. A move-out inspection shall be conducted within three (3) days of termination of occupancy. Participant(s) who move out of their assigned unit without conveying proper notice to the HASNOK will be considered to have abandoned the premises and may be responsible for damages sustained by the unit while vacant and/or any legal fees or costs incurred by the HASNOK to regain possession of the unit.

C. Grounds. Participant(s) may be subject to termination of occupancy and Program participation for reasons including, but not limited to, the following:

1. Non-payment of rent or installment payments pursuant to a Pay-back Agreement;
2. The acquisition or occupancy of another home or failure to continue to use the program unit as the family's principal residence;

3. Failure to comply with income reexamination requirements;
4. Misrepresentation of income, household composition or other material fact(s), regardless of whether the Lessee is or is not eligible to participate at the time the misrepresentation is discovered;
5. The Participant or any household member is convicted of a drug or alcohol related felony and/or of a violent crime felony;
6. Is made subject to the registration requirements of the Oklahoma Sex Offenders Registration Act as set forth in Section 3(F) of this Policy;
7. More than three (3) unexcused absences from scheduled appointments with HASNOK staff for inspections, counseling, recertification or any other purpose;
8. Failure to supply any requested certification, release, information, or documentation as the HASNOK determines to be necessary;
9. Moving and/or abandoning the Dwelling Unit without notice to the HASNOK;
10. Interference, obstruction or non-compliance with inspection requirements; and/or
11. Other material violation of any term or provision of this Policy or other tribal, state, or federal law or regulation.

D. Termination for non-payment of rent. Program Participants who fail to pay their monthly rental payment, to pay any installment payment due pursuant to an approved Pay-back Agreement, or to enter into acceptable alternative arrangements shall be subject to termination from participation in the Program, as follows:

1. First Notice of Delinquency. When a Participant becomes delinquent with a payment, a first notice of delinquency shall be sent on the first business day after rent is considered delinquent of the month in which the payment is due and shall state the following:
  - a. The date of the notice;
  - b. The date the monthly payment was due; and

- c. The amount of the delinquent payment.
2. Final Notice of Delinquency. If no payments are received or no acceptable payment arrangements are made by the twentieth 20th day of the month, the HASNOK shall deliver to the Participant the Final Notice of Delinquency. The Final Notice shall inform the Participant that he/she must pay the overdue balance on or before the first (1st) day of the next month to avoid eviction proceedings.
  3. Notice of Termination. If no payments are received or no acceptable payment arrangements are made on or before the first day of the month following the month when rent became due and owing, the HASNOK shall issue a Notice to Terminate the Lease.
  4. Commencement of Eviction. If the Lessee(s) does not vacate the unit within 24 hours of receipt of the Notice to Terminate, the HASNOK shall commence termination and eviction procedures in a court of competent jurisdiction. The District Court of the Seminole Nation and/or such other tribal court as may hereinafter be established shall be considered courts of competent jurisdiction for purposes of enforcement of this Policy.

E. Termination for reasons other than non-payment of rent. In the event of non-compliance with any of the provisions set forth in this Policy, other than for non-payment of rent, the HASNOK may terminate the Participant's participation in the Program, according to the following procedure:

1. The HASNOK shall send a letter stating that the household is not in compliance with a specific provision of the Policy, describing the satisfactory means of resolving the violation and providing that such violation must be cured within ten (10) calendar days of the date of the notice.
2. If the Participant(s) do not cure the violation within the timeframe specified, the HASNOK shall issue a Notice to Terminate the Lease, and commence eviction procedures in accordance with Section D(4), above.
3. Participant(s) whose conduct constitutes fraud or presents an imminent threat to the health, safety and/or welfare of the project community shall not be entitled to the due process standards set forth in this section.

4. If the Participant(s) receives three (3) letters of non-compliance, the HASNOK may issue a notice to terminate lease, and commence eviction procedures in accordance with Section (D)(4), above.

F. Enforcement Subsequent to Court Action. The following provisions apply to the collection of any court-ordered payments due to the HASNOK:

1. Repayment of delinquent amounts subsequent to a court order shall be in full.
2. The HASNOK may collect judgment debts from previous or current Participant(s) by:
  - a. Garnishing wages; and/or
  - b. Placing liens on property.
3. Should written arrangements be made and the provisions thereof breached, the account may be referred to an attorney without further notice or action on the part of the HASNOK.

G. Additional Payments Due to the HASNOK. Additional charges to the Participant shall include, but are not limited to:

1. Charges for extraordinary maintenance and other services;
2. Repayments of past due accounts;
3. Attorney's fees and court costs; and/or
4. Other charges specified under any applicable tribal, state, or federal law or regulation.

H. Abandonment. In the event that a Program unit is abandoned, the HASNOK shall post a notice of abandonment prominently on the door of the unit. If the Participant does not contact the HASNOK within ten (10) days of the date of the notice, the HASNOK may assume possession of the Program unit without further notice or court proceedings. The HASNOK does not waive any claim for past rent, damages or other amounts that may be due to the HASNOK by assuming possession of the premises.

## **SECTION 12**

### **MISCELLANEOUS PROVISIONS**

A. Replacement Keys. Participant(s) shall be charged a fee of ten dollars (\$10.00) in the event a mail box key is lost and must be replaced. The cost for a replacement house key is ten dollars (\$10.00). In the event that the

locking mechanism of a unit must be replaced due to no fault of the HASNOK, the Participant(s) shall be assessed a fee of fifty dollars (\$50.00).

B. Confidentiality. Pursuant to Part 256 of 25 CFR, all information obtained by the HASNOK in order to establish suitability for program participation shall be kept strictly confidential. Additional disclosures of the information may occur during program reviews or audits, investigations by authorized law enforcement personnel or as necessary to comply with any reporting requirements of the Nation or its funding agencies.

C. Limitation of Liability; Indemnification. The HASNOK and/or the Nation shall not be liable to the Participant or any of the Participant's household members, visitors or patrons for any damage to person or property caused by any action, omission or negligence of the Participant or any other Participant of the project. Further, the Participant(s) agree to hold the HASNOK and the Nation harmless from any claim, obligation, liability, loss, damage or expense, including without limitation attorney's fees and court costs, arising from any condition or natural feature -- known or unknown -- affecting the premises of the project.

D. Disposition of Personal Property. In the event of abandonment or termination of Program participation, the HASNOK may remove and dispose of any personal property left remaining in the Program unit for a period of fifteen (15) days following the date of abandonment and/or termination.

E. Appeals. Participants may appeal a denial of service or any other qualifying decision or action relating to implementation of this Policy pursuant to the Grievance Policy and Procedure of the HASNOK.

F. Sovereign Immunity. HASNOK specifically retains its sovereign immunity and nothing contained within this policy shall be considered a waiver of HASNOK's sovereign immunity.

**APPENDIX "A"**  
**LEASE TO OCCUPY LOW-RENT PROGRAM UNIT**  
**("LEASE AGREEMENT")**

The Housing Authority of the Seminole Nation of Oklahoma (the "HASNOK"), a tribally-designated housing entity, receives federal housing assistance pursuant to the Native American Housing Assistance and Self-Determination Act of 1996, 25 U.S.C. 4101 et seq., to provide affordable housing within its Indian Country. The Nation has authorized the HASNOK to provide affordable housing through the Low-Rent Housing Program ("Program").

The Low-Rent Program Operating Policy ("Policy") and any other policy, agreement or procedure governing the Program, as adopted and amended from time to time by the Board of Commissioners of the HASNOK, are hereby incorporated by reference. Execution of this Agreement is deemed consent to amend it to conform to any provision of NAHASDA and the HASNOK's rules, regulations and policies.

This Lease Agreement is executed in accordance with the above-referenced substantive laws, policies and procedures governing the Low-Rent Housing Program and is not a separately enforceable legal document.

The undersigned Lessee(s) hereby acknowledge that any violation of the HASNOK's rules, regulations or policies may constitute grounds for termination of participation in the Program. **The undersigned Lessee(s) hereby accept liability for any damages to the unit, unpaid rental fees, attorney's fees and court costs, and collection fees arising from enforcement of this Policy or termination of participation in the Program.** The undersigned Lessee(s) consent to the jurisdiction of the District Court of the Seminole Nation of Oklahoma for purposes of enforcement of the Policy and the lease agreement.

Premises To Be Leased

PROJECT # \_\_\_\_\_ UNIT # \_\_\_\_\_

Street Address of Property:

\_\_\_\_\_  
STREET CITY STATE ZIP CODE

Legal Description of Property:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Persons Authorized to Occupy Said Premises:

Name	Age	Relationship to Lessee(s)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

HOUSING AUTHORITY  
OF THE SEMINOLE NATION  
OF OKLAHOMA

LESSEE(S)

\_\_\_\_\_  
Signature of HASNOK Rep.

\_\_\_\_\_  
Lessee Signature

\_\_\_\_\_  
Official Title

\_\_\_\_\_  
Co-Lessee's Signature (If Applicable)

Executed this \_\_\_\_\_ day of \_\_\_\_\_.