

# Housing Authority of the Seminole Nation of Oklahoma

## **EMERGENCY HOUSING ASSISTANCE POLICY AND PROCEDURE**

These policies and procedures were amended by the Board of Commissioners of the Housing Authority of the Seminole Nation of Oklahoma on April 20, 2023.

## **EMERGENCY HOUSING ASSISTANCE POLICY AND PROCEDURE**

**SUBJECT:** Administration of the Emergency Housing Assistance Program.

**PURPOSE:** To establish the Housing Authority policy and procedures for the Administration of the Emergency Housing Assistance Program. The purpose of the Emergency Housing Assistance Program is to assist families in an emergency situation or those that are homeless due to unforeseen circumstances by providing temporary housing; **it is not intended to assist individuals living in overcrowded living situations.**

**SCOPE:** This policy serves as the basis for policies and procedures governing the operation and management of the Housing Authority Emergency Housing Assistance Program.

**MONITORING:** The Housing Authority is responsible for monitoring grant activities to ensure compliance with applicable federal requirements and monitoring performance goals under the Indian Housing Plan (IHP). To ensure compliance with and to facilitate self-monitoring, all procedures shall be documented and followed, and all supporting accounts and documents shall be developed to facilitate the adopted self-monitoring procedures.

**AUTHORITY:** This Policy and Procedure and any later changes shall be submitted to the Board of Commissioners for approval. The Board of Commissioners is responsible for ensuring that any policies to be adopted are appropriate for the Housing Authority. The Board of Commissioners is also responsible for determining the budget for this program.

**RESPONSIBILITY:** The Board of Commissioners shall be responsible for development, adoption, and implementation of policies and procedures for the administration of the Emergency Housing Program. The Executive Director or designee shall implement those policies and procedures in accordance with the following principals.

**JURISDICTION:** The jurisdiction of the Housing Authority of the Seminole Nation of Oklahoma for the purpose of this policy shall be the jurisdictional boundaries of the Seminole Nation of Oklahoma.

**PROCEDURES:** The following procedures shall be used by appropriate staff in the implementation of the Housing Authority of the Seminole Nation Emergency Housing Policy and Procedures. Emergency housing, when necessary, shall be accomplished in a cost-effective manner to aid the affected families.

### **A. PREDETERMINATION FOR ELIGIBILITY**

The Resident Services Coordinator shall ensure that the following types of situations present Emergency Housing Assistance to be eligible for this program:

1. The applicant must be homeless or facing homelessness due to an emergency situation.
  - a. An emergency situation may include, but it not limited to:
    - i. Fire
    - ii. Flood
    - iii. Acts of God, or
    - iv. Severe Medical Emergency.

2. Applicant/participant must be able to provide proof of the emergency situations at the time of application. Proof may consist of but not limited to a report from the fire department; certified inspection of unit defining health and safety issues that may be harmful and dangerous to occupants, statement from other agencies such as Bureau of Indian Affairs, Department of Human Services, Seminole Nation Family Services, FEMA, or the American Red Cross; court documents; or a letter from the physician.
3. Ineligible Applicants: Participant Exclusion Criteria. Previous tenants, Mutual Help Participants, LOPA or Lease-Purchase Lessees 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.

## **B. APPLICATION FOR ADMISSION**

An application for Low Rent or Rental Assistance must be completed with all required documentation before the Housing Authority can assist a Family with the Emergency Housing Assistance Program. 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 related forms. All information and statements made by the Applicant are subject to verification. **Providing false statements renders the Applicant ineligible.**

## **C. APPLICATION PROCEDURE**

1. Applications are accepted at the Housing Authority office. 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. 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.
3. 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 for the program; or
  - b. **"Ineligible"** - Applicant has not met initial eligibility requirements and/or has been determined to be ineligible for the program.
4. 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 two (2) business days of the date of

denial. The notice shall specify the grounds for the denial of service and notify the Applicant of his/her right to appeal the decision pursuant to the Grievance Policy and Procedure of the HASNOK.

5. 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.

6. Upon request, a disabled person may receive assistance from the HASNOK or a representative of his/her choice in completing the application.

7. Information submitted by each Applicant shall be verified to ensure 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, and other conditions of eligibility. At a minimum, each Applicant shall provide copies of the tribal membership card of the Head of Household and/or other household member(s) claiming Indian status.

8. Due to the emergency situations sought to be addressed by this policy, HASNOK shall do everything possible to assist applicants with the gathering of required information. Further, HASNOK shall waive the requirement of documentation when obtaining such documentation is impossible or when obtaining such documentation would delay the prevention of homelessness.

9. A List of applicants that were unable to receive assistance shall be maintained for the Program. The Unable to Assist List shall be updated on a regular basis.

#### **D. SELECTION OF PARTICIPANTS**

1. Applicants will be chosen on a first-come first-serve basis.

2. Upon determination of eligibility, the Resident Service Office shall prepare a Residential Claim for Emergency Housing and Related Expenses for each family, and document all costs associated with the relocation. The form shall be forwarded to the Executive Director for approval. Upon approval by the Executive Director, one copy of the form shall be maintained in the relocation file, and another copy of the form shall be forwarded to the Finance Office.

3. Upon approval by the Executive Director of the Residential Claim for Emergency Housing, the HASNOK shall notify applicants who are selected for Program participation in writing. The notification shall include, at a minimum, the following information:

- a. A statement that the Participant has been selected for participation in the Program;
- b. A brief description of the Program and summary of the Participant's responsibilities; and

- c. Notification that the Participant has two (2) business days in which to respond to the notice, either by accepting or rejecting assistance. Failure to respond shall be regarded as a rejection of the offer.

## **E. DESIGNATED UNITS**

To the greatest extent feasible units of the Low Rent Project 93-5 will be utilized for housing victims of emergencies. If all units are occupied, Rental Assistance program will be utilized.

## **F. ASSISTANCE/LEASE**

1. Participants will be given a lease (utilities included) in a Designated Unit for 30 days. The lease can be renewable up to 90 days (including the original 30-day lease) if tenant is found to be in compliance with the Lease Agreement. The lease shall not be extended past 90 days except in the case extreme emergencies and only with prior written approval by the Executive Director.

2. Re-certification is required every 30 days. Tenants must update all information as requested by the Housing Authority for the purpose of determining Tenant's continued eligibility. This determination will be made in accordance with this policy. Failure by the Tenant to provide truthful information shall constitute a violation of this Lease and can be grounds for termination of the lease.

## **G. INSPECTIONS**

1. The Resident Services Office shall conduct a move-in inspection. Deficiencies (if any) shall be noted on the inspection form. A copy of the move-in inspection shall be forwarded to the maintenance department, and one maintained in the Resident Services file.

2. The Resident Services Office and at least one adult family member shall conduct a move-out inspection as soon as tenant has given notice of intent to vacate or upon termination of Lease. Deficiencies (if any) shall be noted on the inspection form. A copy of the form shall be given to the family, along with charges for all family-caused damages. Applicant is responsible for reimbursing HASNOK for all family-caused damages within thirty (30) days. A copy of the move-out inspection shall be forwarded to the maintenance department and an additional copy shall be placed in the Resident Services file.

## **H. TERMINATION OF PROGRAM PARTICIPATION**

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

- a. The acquisition or occupancy of another home or failure to continue to use the Designated Unit as the family's principal residence;
- b. More than three (3) unexcused absences from scheduled appointments with HASNOK staff for inspections, recertification, or any other purpose;

- c. Moving and/or abandoning the Designated Unit without notice to the HASNOK; and/or
- d. Other material violation of any term or provision of this Policy or other tribal, state, or federal law or regulation.

2. Additional Remedies of the HASNOK. In addition to terminating the Participant's participation in the Program as outlined above, the HASNOK shall pursue any and all legal remedies to collect such amounts as are determined by the HASNOK to be due and owed by the Participant, including but not limited to reimbursement for damages to the Designated Unity caused by Applicant, Applicant's family, and/or Applicant's guests. The District Court of the Seminole Nation of Oklahoma and/or such other tribal court as may hereinafter be established by the Seminole Nation of Oklahoma shall be considered courts of competent jurisdiction for purposes of enforcement of this Policy.

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

- a. Attorney's fees and court costs; and/or
- b. Other charges specified under any applicable tribal, state, or federal law or regulation.

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

- a. Repayment of delinquent amounts subsequent to a court order shall be in full;
- b. The HASNOK may collect judgment debts from previous or current Participant(s) by:
  - i. Garnishing wages; and/or
  - ii. Placing liens on property.
- c. 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.

## **I. MISCELLANEOUS PROVISIONS**

1. Inspections. Employees and agents of the HASNOK are entitled to enter the premises to conduct inspections, investigate compliance issues or for any other necessary and reasonable purpose related to the Program prior to completion of the work. The participant shall make the premises available for inspection by the HASNOK upon request or be subject to termination of participation in the Program.

2. 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. Permissible 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.

3. Limitation of Liability; Indemnification. The HASNOK and/or the Nation shall not be liable to the Property Owner and/or the Participant for any damages arising from participation in or implementation of the Program. 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 Designated Unit.

4. 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.

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

6. Record Keeping. The Resident Services Office shall be responsible for ensuring that all records associated with the Emergency Housing Assistance Program are properly maintained. All records shall be maintained for a minimum of three years. The following documents shall constitute the record of assistance:

- a. Documentation of all contacts with the affected family(ies);
- b. A list of all persons authorized to occupy the unit at the time the Housing Authority determined the family's eligibility for assistance;
- c. Copies of all relocation needs and preference of and services provided to the affected family(ies);
- d. Copies of all referrals and notices issued;
- e. Individual Assistance Plan;
- f. Records for all expenditures incurred for the family associated with the assistance; and
- g. A copy of any appeal/complaint filed and the Housing Authority's response.

# Emergency Lease Agreement Tenant Addendum

An inspection list will be used to make sure the home is clean and in the proper condition so we can quickly conduct an inspection.

On day of Move-Out the Rental Coordinator/Inspector will conduct an inspection using the original inspection report that was provided when you moved in. The premises should be in the same condition as it was at move-in. The Rental Coordinator/Inspector will have the final responsibility for determining "normal wear and tear" and what is the result of damage, abuse, or neglect.

## Upon signing of the lease, you agree on the day the property is vacated:

- \_\_\_\_\_ The **entire** property must be clean, and **ALL** trash removed.
- \_\_\_\_\_ Clean **ALL** windows, windowsills, and storm door windows. Screens should be intact (not missing).
- \_\_\_\_\_ Clean **ALL** ceiling fans, light fixtures, and replace missing or burned-out light bulbs.
- \_\_\_\_\_ Sweep, and Mop **ALL** vinyl, tile flooring. Baseboards must be cleaned thoroughly as well.
- \_\_\_\_\_ All cabinets and drawers must be wiped clean, inside and out.
- \_\_\_\_\_ Carpets **MUST** be cleaned (if applicable).
- \_\_\_\_\_ All nails or other holes in the walls must be filled or repaired properly.
- \_\_\_\_\_ Remove all shower curtains and clean the tubs, sink, and toilet with appropriate bathroom cleaner.
- \_\_\_\_\_ Stove, oven **MUST** be clean. Refrigerator should be clean, plugged-in, and running at normal settings.
- \_\_\_\_\_ All smoke alarms must be operative and intact. Replace any batteries as necessary.
- \_\_\_\_\_ All doors and windows must be properly locked or fastened.
- \_\_\_\_\_ All personal property including furniture, motor vehicles, and all other items not on the property when you moved in, **must** be removed from the home and surrounding property. *Anything left behind shall be regarded as abandoned and may be destroyed, hauled away, or otherwise disposed of at YOUR expense.*
- \_\_\_\_\_ You **will** be charged for the cost for the removal of all trash left after your move-out date.
- \_\_\_\_\_ All keys **MUST BE** returned to the HASNOK office on the day the property is vacated.

All repairs or maintenance items that are necessary to return the premises to same condition as in the pre-occupancy inspection are the **responsibility of the Tenant**. The cost of the repairs and maintenance items will be charged to you after move-out. We will seek collection for any remaining balance.

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Housing Authority Representative

\_\_\_\_\_  
Date