

exists or is hereinafter amended. Handbook 4350.3 is hereby incorporated by reference. The procedures for income verification are detailed in Handbook 4350.3 in Appendix 3, Acceptable forms of Verification and Appendix 15, Verification and Consent Guidance and Sample Formats, although the ANHA reserves the right to develop their own forms.

LIHTC program Participants will also be required to comply with all verification requirements established by Montana Board of Housing (MBOH).

B. Third Party Verification: The agencies listed below may be used to obtain third party verification.

The ANHA Staff is authorized to use all means available to obtain third party verification.

1. BIA credit and trust income;
2. Apsaalooke Nation;
3. IRS form 45061 income verification;
4. Federal matching programs for Social Security, income, public assistance;
5. Social Services/TANF for income;
6. Employer(s);
7. Financial institutions;
8. Etc.

C. Verification of Annual Income: Anticipated annual family income e for admission will be determined by staff on the basis of verification of income at the time of initial application, unless otherwise stated in the program policy or regulations. IRS verification will be used in addition to other income verifications.

D. Verification Time Frame: Applicant information will be verified as soon as possible after submission of an application. However, if there is a long waiting list, staff may do an initial assessment of a family's eligibility and suitability at the time of application and wait to do a more complete evaluation until shortly before admission. By doing this, staff will avoid the time and expense involved in evaluating Applicants who may withdraw from the waiting lists before their names can be reached. Verifications are only good for 120 days prior to occupancy. See HUD Handbook 4350.3 Rev. 4 for additional guidance.

E. Verification Data: Verification data are to be reviewed and evaluated as they are received for completeness, adequacy and conclusiveness. Where the information received is not completely adequate in all respects, follow-ups or new efforts to obtain such information are to be made and carried through to conclusion. The ANHA has the right to ask for any

information from the Applicant that the ANHA deems necessary to completing the process. See HUD Handbook 4350.3 Rev. 4 for additional guidance.

- F. Verification Summary: As verification of all necessary items for each application is completed, a summary of the verified information is to be prepared and filed in the Participant's folder or computer database system. The summary is to cover at least the following determinations and the basis for such determinations.
1. Family Status;
 2. Apsaalooke Enrollment or other enrollment;
 3. Program and/or Project income eligible;
 4. Eligibility as a low-income family;
 5. Eligibility of the family with respect to Eligibility and Ineligibility Sections of this policy;
 6. Counseling requirements/Client Action Plan;
 7. Rent Calculation.

SECTION 13: SELECTION PROCESS

- A. Overview: Initially an Applicant has completed a preliminary application, which provides sufficient information to be placed on the Waiting List. Waiting List Applicants may update their information in writing at anytime. When an appropriate unit becomes available, the top Applicants are notified of pre-selection and the need to complete the formal application so that all information is current. Formal verification begins when a formal application is completed. During the verification process, the ANHA staff will determine if the Applicant meets the qualifications for the specific program. In preselecting participants, staff will take into consideration the following factors:
1. Specific program requirements, preferences and priorities;
 2. Income targeting;
 3. Program set-asides;
 4. Applicant screening criteria;
 5. Occupancy requirements;
 6. Residency preferences;
 7. Previously assisted;

8. Credit.

- B. Selection: Upon availability of an ANHA home, the ANHA staff will select two (2) Applicants from the top of the appropriate waiting list. All selections will be made from established waiting list preferences, including consideration for income targeting. If the targeted number of selections cannot be satisfied from the Waiting List for Preference 1, consideration will then be given to those wait listed for Preference 2, and so forth. Applicants may also be selected to facilitate meeting income targets needed to facilitate positive cash flow. Generally, the following procedures will apply.
1. Send written invitation to top two (2) families on the appropriate waiting list.
 2. Respondents submit notice of acceptance within prescribed time frame of five (5) working days from the date of the letter of pre-selection.
 3. Staff requires meeting with family to provide orientation and update ANHA requested information for verification.
 4. Staff verifies all information and determines income and program eligibility.
 5. After determining that all criteria for selection have been satisfied, the ANHA will proceed to final selection and move-in.
 6. If applicant rejects the offer, they will be placed at the bottom of the waiting list.
- C. Rejection of Offers: Rejection of one offer by an Applicant will result in reassignment on the waiting list based on the date of rejection of the ANHA's second offer of housing.
- D. Selection Basis: ANHA will select according to the date and time of placement on the waiting list.
- E. Rent Ranges: In selecting Participants, the ANHA will endeavor to adhere to the established rent ranges in a manner sop as to obtain a Participant mix to ensure the following:
1. Cash flow to meet operating expenses of the ANHA.
 2. A Participant mix which reflects the broad ranges of incomes of those low-income families in all the areas managed by the ANHA.

SECTION 14: OCCUPANCY

- A. Authorized Occupants: Only the persons listed on the Lease Agreement will be permitted to occupy the unit. The ANHA must be notified within thirty (30) days when changes to the household occur. Occupancy by any persons is subject to the eligibility requirements of the

relevant ANHA Program. Eligibility must be certified prior to any additional persons taking occupancy.

B. Exclusive Use: The premises are intended for the exclusive use and occupancy of those on the Admissions and Occupancy Agreement. A condition for selection is that the family agrees to use the home as their principal residence during the term of the Lease agreement or for at least twelve (12) months of the year.

C. Guests or Visitors:

1. "Guest" means a person not listed as an occupant in the Lease Agreement and who is/was in the unit with the Participant family's implied or express consent.
2. Guests or visitors of the Participant may be accommodated no longer than a period of two (2) weeks. If any visit will extend beyond two (2) weeks, the Participant must notify the ANHA, stating the reasons for the extended visit and the duration of the visit. Based on the circumstances, the ANHA staff will determine if there is an occupancy charge warranting an application and an interim recertification, including a criminal background check and income level verification.
3. The number of guests or visitors may not exceed the occupancy standards.
4. Only a member of the Participant family listed in the Lease Agreement may receive mail at Participant's address.
5. When needed, a Participant shall request in writing ANHA's approval for a live-in aide. A medical doctor shall verify in writing a Participant family's need for a live-in aide and the amount of time the live-in aide is required. A live-in aide must meet all Participant selection criteria as outlined in the ANHA Admissions and Occupancy Policy and comply with the appropriate Lease Agreement.

D. Unauthorized Occupants: The ANHA will consider unauthorized occupants to be trespasses. The family in tenancy that allows an unauthorized occupant to reside in their unit is not in compliance with the Lease and is subject to termination of tenancy. Some examples of unauthorized occupants include:

1. A former resident of the ANHA who has been evicted from an ANHA development;
2. Persons that have joined the household without undergoing screening;
3. Persons that stay in the unit beyond an authorized period; and
4. A person (often a relative) that came to the unit as an extended visitor because the resident needed support, for example, after a medical procedure but stayed on in the unit beyond the time needed by the resident.

- E. Occupancy Standards: In order to prevent overcrowded conditions and wasted space, homes shall be assigned in accordance with the following schedule. The ANHA Executive Director may make exceptions due to unusual circumstances, which will be assessed on a case by case basis. Factors to be considered include age and sex of children, potential changes in family composition, availability of unit sizes, etc.

Number of Bedrooms	Number of Persons
1 BR	2-3
2 BR	1-3
3 BR	3-6
4 BR	5-8
5 BR	7 & up

- F. Dwellings will be assigned so as not to require use of the living room for sleeping purposes.
- G. Every family member regardless of age is to be counted as a person. An unborn child will be counted as a person.

SECTION 15: PROGRAM RENT & OTHER PAYMENTS

This SECTION describes the rental payments required and, if applicable, any additional required payments. HUD Handbook 4350.3, Chapter 5, Determining Income and Calculating Rent, as it currently exists or as it is hereinafter amended shall supply the guidelines and the definitions to be used to calculate rents.

- A. House Payment & Rental Payment Due Dates: All payments are due on the first day of each month.
- B. Charges: Any charges to Participants will be billed by the ANHA to the Participants as additional rent.
- C. Late Payments: If the required rental payment is not received by the close of business (4:00 pm) on the 10th day of the month, a \$15 late fee will be added to the amount due with exceptions to agreements or payroll deductions with other Tribal Programs. This does not include Payroll Deducted rent payments that are submitted to the ANHA late. Efforts to collect continued delinquencies will be in accordance with the Collection and Eviction Section of this Policy, which includes, but is not limited to the following:
1. Application of Payments: Payments made as rent will be applied at ANHA discretion to any outstanding balances which may include rent or any other balances owed.
 2. Partial Payment Conditions: The ANHA retains the right to accept partial payments after a delinquency notice or termination notice has been issued. ANHA's acceptance of any such partial payment does not constitute a waiver of ANHA's rights under any such notice.

3. Checks: Personal checks will not be accepted.
4. Work Order Charges: Any charges to the Participant for tenant damage, improvements, key replacement, unlocking premises, vehicle towing, pet removal, trash removal, etc. will be billed to the Participant as a work order charge for labor and materials and billed as additional rent. ANHA will provide a price list subject to change upon request.

D. Program Specific Payment Requirements:

1. RENTAL PAYMENTS FOR LOW-RENT HOUSING FOR NON-SENIORS

- a. Rent calculation will be based on 15% of adjusted gross income of the household.
- b. Gross Annual income will be adjusted by the following deductions:
 - (1) Dependents \$480
 - (2) Documented child care in order to work up to \$1,200
 - (3) Elderly deduction of \$400 per elderly occupant using the home as their principal residence.
- c. Calling Rents for Low-Income Rentals: Fair market rents for the area as published by HUD annually will serve as the baseline to be used by the ANHA to establish ceiling rents for calculating moderate-income families. The ANHA reserves the right to establish ceiling rents based on a cost analysis of rental receipts and operating costs. The ceiling rent for low-rent units for low-income families may be adjusted annually by the Executive Director.
- d. Ceiling rents for Non-Low-Income Families: Families who are moderate-income or who exceed moderate-income limits will not be afforded the same benefits as low-income families. Annually the ANHA will use the FMR as the ceiling amount for Non Low-Income Assistance.

2. RENTAL PAYMENTS FOR LOW-RENT HOUSING FOR SENIOR COMPLEX

- a. Gross annual income will be defined in accordance with the Section 8 definition.
- b. Rent will be based on 15% of adjusted gross income of the household.
- c. Gross Annual income will be adjusted by the following deductions:
 - (1) Dependents \$480
 - (2) Documented child care in order to work up to \$1,200
 - (3)
 - (4) Elderly deduction of \$400 per family when elderly/disabled is head of household home as their principal residence.

3. HOUSE PAYMENTS FOR MUTUAL HELP

- a. House Payment Calculations will be based on 15% of adjusted gross income of the household.
- b. Gross Annual income will be adjusted by the following deductions:
 - (1) Dependents \$480
 - (2) Documented child care in order to work up to \$1,200
 - (3) Utility deduction of \$2,400 per year dependent on bedroom unit size
 - (4) Elderly deduction of \$400 per elderly occupant using the home as their principal residence.
- c. Ceiling Rents for Mutual Help: Mutual Help ceiling limits represent the debt service which is based on the total development cost for a specific project. The admin fee is a management fee that when added to the ceiling amount equals the maximum gross payment. Other factors may be considered by the ANHA Executive Director to adjust the admin fee amount annually such as delinquency, work order charges, home improvement costs, maintenance, etc.
- d. Minimum Income Requirements for Homebuyer Programs: Mutual Help participants are responsible for maintaining a minimum of \$10,000 annual income in order to pay the admin fee and maintenance costs for the home. Failure to meet the minimum costs or to pay the admin fee may be grounds for termination of assistance.
- e. Admin Fee: The admin fee will be reevaluated by the ANHA Executive Director at least annually to reflect the costs required to operate the Mutual Help program. The admin fee charge shall be sufficient to break-even. Factors to be considered include, but are not limited to, insurance, accounts receivables, work orders, pest control, and vacated units, rehab of vacated units, collection loss, recertification costs, common area costs, and administrative costs.
- f. Non-Low-Income Assistance: Moderate-income and above families who have been participating in the Mutual Help Program since 1997 are not subject to the non-low-income requirements of NAHASDA.

SECTION 16: LEASING

- A. General: ANHA Participants may occupy a unit pursuant to a Lease that meets certain requirements. The public housing lease is a legal contract between the ANHA and a Participant. The lease established the ANHA's obligations to its Participants as well as the obligations of the Participants to the ANHA.
- B. Requirements:

1. The lease must be executed by the ANHA Executive Director and all adult members (18 years or older) of the Participant family.
 2. Before the family executes the lease, the ANHA Staff should review the terms of the lease with the resident and answer any questions new residents may have before its execution. Staff should be sensitive to any special communication needs of new residents with disabilities and/or limited English proficiency.
 3. All the adult members of the household should be present during the review of the lease.
 4. A copy of the signed lease should be provided to the resident and a second copy should be maintained in the resident's file. The lease should be signed after the dwelling unit has been inspected and documented to be in safe, decent and sanitary condition.
 5. When an Applicant accepts a unit, the ANHA conducts a pre-occupancy or move-in inspection with the resident. The ANHA must provide the resident with a written statement or form noting the conditions of the dwelling unit and the equipment or appliances provided with the unit.
 6. The lease must reflect the method of determining payment.
 7. Conditions governing occupancy must be included in the lease.
- C. Execution of Dwelling Lease: The adult members of each family accepted as a Participant is required to execute the dwelling lease. A copy of the dwelling lease is to be given to the lessee and the original is to be filed in the permanent record folder established for the family.
- D. Signor of Dwelling Lease No Longer Living in Dwelling Unit: If, through any cause, a signor of the dwelling lease ceases to be a member of the Participant family, the dwelling lease is to be voided and a new dwelling lease executed and signed by the remaining adult member(s) of the Family provided that the remaining adult member(s) is eligible for continued occupancy. This new signor must be in good standing with the ANHA. The new dwelling lease shall be dependent on income and occupancy standards and may require re-applying and being placed on the waiting list.
- E. Transfer of Participant Family to Another Dwelling Unit: If a Participant family transfers to a different ANHA Low-Rent unit, the existing lease is to be cancelled and a new lease executed for the new unit. Additionally:
1. A move-out inspection must be conducted by the staff within 48 hours.
 2. The Participant should be notified of the move-out inspection.
 3. A new deposit may be required for the new unit.
 4. A cleaning fee will be required when transferring to a new unit.

5. The Participant should be made aware that there may be charges for repairs which will be added to the new unit bill as additional rent.

6. Transfer is allowable for a new unit size if there is a unit available.

F. Modification of Dwelling Lease: All modifications are to be in writing and signed by the Lessor and the Lessee.

G. Mutual Help Requirements: The Mutual help and Occupancy Agreement (MHOA) is the Lease Agreement between the ANHA and the mutual Help Homebuyer (Attachment F).

SECTION 17: MOVE-IN PROCESS

A. Move-In Inspection: A Move-In Inspection will be conducted by the ANHA staff with the Participant prior to signing the lease and before the Participant takes occupancy.

B. Purpose: The Move-In Inspection is performed to document the condition of the unit at the time of move-in, to verify the unit is in standard condition, to assure that it is ready for occupancy and to note any needed repairs or deficiencies. The Move-In inspection provides the information that is used to compare to the information gathered during the Move-Out Inspection process. A comparison of both inspection forms provides the basis for determining when their or not the unit is in the same condition as it was when it was first rented.

C. Defects Discovered: Any defects discovered during the move-in inspection should be corrected within thirty (30) days of move-in. Applicants have the right to refuse a unit with serious defects as a good cause refusal (meaning that they do not lose their position on the waiting list).

D. Execute Lease: Once the pre-occupancy inspection is completed, the ANHA and the new Participant sign the inspection form and a copy is placed in the Participant's file. The move-in inspection and the Tenant's signature on the inspection form must be completed prior to executing the lease.

E. Photos: ANHA staff will take photographs of units just prior to move-in to provide further documentation of their condition.

F. Documentation Requirements: An ANHA Move-In Inspection form must be used to document the move-in process. The Participant must sign and date the Move-In Inspection Form to verify the Participant's acceptance of occupancy and the condition of the premises. The ANHA Staff must also sign the Move-In Inspection form. Minor deficiencies that are readily repairable must be noted and a work order request issued to make the repairs at the ANHA's expense. Any major deficiency must be corrected before occupancy can be permitted.

- G. Punch List Items: Minor deficiencies that are readily repairable must be noted and a work order issued to make the repairs. The Participant is not responsible for any charges related to the repair of noted punch list items. Any major deficiency must be corrected before occupancy can be permitted.
- H. Warranty Period: The ANHA has a one-year warranty period for items which have been replaced or repaired by the ANHA maintenance staff. The one-year warranty period commences on the date of acceptance of the repair work. Participants occupying rental units are not responsible for the costs associated with repairing warranty items, unless the need for the repair is a result of Participant damage or neglect. Participant responsibility for maintenance in homeownership opportunity programs can be found in the specific program policy or in the applicable agreement.
- I. Warranty Information: Copies of suppliers names and addresses and other relevant information for which there are warranty certificates (i.e., warranty certificates cover specific time periods or specific parts of any item) are to be provided to the Participants of homeownership opportunity programs if applicable. The ANHA maintenance staff is to maintain this information in the unit file for all Participants until a Participant terminates or purchases the unit.

SECTION 18: MAINTENANCE AND REPAIR

A. Use of the Home:

1. The Participant and the ANHA are jointly responsible to the Tribe and future generations for ensuring that homes are used properly and are well maintained.
2. It is the responsibility of each Participant to take pride in their home by keeping it and the grounds in a decent, safe and sanitary condition at all times.
3. Mutual Help Participants are responsible for all home repairs and are expected to perform necessary routine and non-routine maintenance in a timely manner.
4. Rental Participants are not responsible for normal wear and tear; however, Participants are responsible for the expense of correcting tenant damage and neglect.
5. Instances of serious abuse or misuse of a home by a Participant, or failure by the Participant to provide basic routine or non—routine maintenance are causes for termination from the housing program.

- B. Responsibility: Specific responsibility and procedures for maintenance and repair depends on the specific housing assistance requirements outlined by the specific program and/or the applicable Lease Agreement. General responsibilities are described according to two types of housing assistance provided by the ANHA.

1. Homebuyer Responsibility: Participants in homeownership opportunity programs (i.e., lease with option to purchase, Mutual Help, etc.) shall be responsible for the routine and non-routine care and maintenance of the home, including all repairs and replacements (including repairs and replacements necessitated by damage from any cause) and code changes. The ANHA shall not be obligated to pay for or to provide any maintenance of the home other than the correction of warranty items reported during the applicable warranty period, which is one year from move-in. Mutual Help participants are subject to the ANHA Maintenance Policy as it now exists or is hereafter amended.
 - a. The use of MEPA will be strictly used in accordance with the ANHA MEPA Policy
 - b. Latent defects are also a homebuyer's responsibility.
 2. Low-Rent Participant's Responsibility: The ANHA is responsible for providing maintenance for all rental units resulting from normal wear and tear. Low-Rent Participants are responsible for any Tenant damage or neglect, including damage resulting from failure to report maintenance problems or from poor housekeeping practices.
- C. Notification: Low-rent and Mutual Help Participants shall notify the ANHA promptly of all known need for repairs and of any known unsafe conditions on the premises or grounds, which may either lead to damage or injury. However, Mutual Help Participants are responsible for maintaining the home. The ANHA staff can assist all Participants through inspection and counseling; however, the ANHA maintenance staff will take charge of all repair work low-rent homes. Any non-covered repairs made by the ANHA are to be charged directly to the Participant as additional rent.
- D. Corrective Action Plan: Failure of Mutual Help Participants to perform maintenance obligations or to properly maintain the unit constitutes a breach of this policy and is grounds for termination of program assistance. Although the ANHA is responsible for low-rent Participants' units, failure of Low-Rent Participants to meet the maintenance standards described in the Low-Rent Lease Agreement or in these policies constitutes a breach of the Agreement and is grounds for termination. Upon a determination by the ANHA that a breach has occurred, the ANHA shall require the Participant to agree to a specific plan of action to cure the breach and to assure future compliance. The plan shall be in writing and provide for:
1. Maintenance/Housekeeping work to be done;
 2. Time within which the work is to be completed by the ANHA maintenance staff for all rentals or by the Homebuyer or the maintenance staff in the case of Mutual Help homes;
 3. Subsequent follow-up inspection to be performed to check completion and quality of work;

4. Need for Mutual Help Participant to have work completed in a good workmanlike manner in accordance with the Uniform Building Code or the ANHA Building Code as determined by the ANHA.
 5. Alternate plan if the Participant fails to carry out the plan (i.e., the ANHA shall have the work done and charge the cost to the Participant if Tenant causes damage. Such charges will be billed by the ANHA to the Participant as additional rent).
- E. Health and Safety Conditions: If the condition of the property creates a threat to the life, health or safety of the occupants or a situation which will lead to damage of the unit, and the Participant fails to correct the deficiency in an expeditious manner or in a time period specified by the ANHA, the ANHA shall have the work done, and charge the cost thereof to the Participant as additional rent.
- F. Work Order: Any work performed by the ANHA shall be documented by a work order or equivalent process stating the nature of and the charge, if any, for the work.
- G. Charges: The Participant will be charged for any non-covered work performed by the ANHA.
- H. ANHA Insurance: ANHA is responsible for carrying insurance on the structure of all property owned by the ANHA. Participants are responsible for payment of the deductible for structural damage covered by ANHA's insurance carrier. The ANHA Executive Director will make the determination to charge or not to charge a Participant for the difference between the amount the insurance company covers and the total cost to repair or replace a unit
- I. Contents Insurance: The ANHA does not provide contents insurance and will not be liable for damages to Participants' contents. All Participants will be counseled about the importance of content insurance.

SECTION 19: INSPECTION

- A. Purpose: ANHA shall inspect all Rentals, Mutual Help homes and LIHTC homes at reasonable times with reasonable notice to verify that the maintenance and housekeeping of the home is consistent with, but not limited to, the standards identified in SECTION 21 of this policy or that the Participant is in compliance with program requirements and the provisions of this policy. ANHA will promptly provide a follow-up notification to the Participant in writing of the date, time and findings of such entry and any corrective action plan.
- B. Right of Access: Although access may be made without notice, generally a letter must be sent to the Participant indicating the date and time that the ANHA requires access to the unit. ANHA staff will provide a minimum 24-hour notice by posting on Participant unit door and/or by mail. Situations in which ANHA staff may enter the premises without the Participant present or without notice are as follows:

1. Emergency and urgent situations may necessitate entry without permission of or notice to the Participant. However, the access without notice will be documented and a letter of such entry and the findings will be sent to the Participant soon after the inspection.
2. Although a notice has been sent indicating the date and time for the inspection, the Participant or the Homebuyer is not present and didn't notify the ANHA staff of an alternate time. The ANHA staff will enter the premises to complete the inspection on the date and time previously submitted to the Participant. ANHA will promptly provide a follow-up notification to the Participant in writing of the date, time and findings of such entry and any corrective action plan.

C. Applicability: All program Participants are subject to the Inspection requirements.

D. Frequency: Inspections will be conducted *at least* annually to ensure that the Participant is meeting their responsibility for providing routine and non-routine maintenance.

1. New Participants

- a. Schedule monthly inspections for at least the next three (3) months and will meet the mandatory attendance at the maintenance counseling class, known as the Better Renter's Series.
- b. Upon a satisfactory determination that the Participant is meeting his maintenance obligations, schedule inspections every three (3) months.
- c. Upon a satisfactory determination that the Participant is meeting his maintenance obligations, schedule inspections every six (6) months.
- d. Upon a satisfactory determination that the Participant is meeting his maintenance obligations, schedule inspections every year.

2. Existing Participants

- a. Schedule a regular inspection at least annually. Upon a satisfactory determination that the Participant is meeting his maintenance obligations and is in compliance with the terms of the lease, schedule the next inspection for next year.
- b. Upon a dissatisfactory determination, apply appropriate level of scheduled inspections to ensure that corrected action has been taken. Depending on the severity, the ANHA will prescribe a schedule accordingly.
- c. Upon a serious finding of non-compliance, terminate or follow procedure for new Participants.

- E. Inspection Procedure: The ANHA shall conduct a thorough inspection of the interior, exterior and adjacent grounds of the unit/home. The homebuyer/resident shall sign the inspection report, which contains the results of the inspection.
1. Deficiencies: If the inspection reveals any deficiencies in the condition of the unit/home, the homebuyer/resident shall be given thirty (30) days to correct the deficiencies, at which time a follow-up inspection shall be scheduled. The ANHA will identify what types of deficiencies the resident is responsible for. These may differ depending upon the type of program, such as rental or homeownership. The ANHA will use the Maintenance Policy to determine what constitutes tenant abuse and normal wear and tear.
 2. Follow-Up Inspection: The ANHA shall conduct a follow-up inspection to determine if the deficiencies have been corrected. The homebuyer/resident shall be notified and given the opportunity to be present during necessary work and charge the homebuyer/resident's account.
 - a. At the Inspection: If the homebuyer/resident has not corrected the deficiencies, the ANHA may terminate the homebuyer/resident agreement/lease in accordance with the terms of the agreement or perform the date of the inspection. The notice shall state that the annual inspection is a requirement of the homebuyer/Lease Agreement and give the date of the inspection.
 3. Special Inspections: In addition to the annual inspection, special inspections may be required by the ANHA if the homebuyer/resident has received unfavorable inspection reports in the past. Special inspections may be required as a condition of initial occupancy if the homebuyer/resident has a poor record of homecare at a past residence.
- F. Corrective Action-Notice: Non-compliance issues may warrant immediate termination of assistance and a notice to vacate. For rental units, any item that is found to be missing or in need of repair – whether intentional or unintentional – is to be repaired or replaced by the ANHA maintenance staff. In the case of Mutual Help homes, homebuyers will be given the opportunity to correct the deficiency within a specified time frame or to have the ANHA maintenance staff make the repair and be billed the cost thereof. Generally, the following procedures will be followed for correcting housekeeping or Participant damage issues.
1. A letter will be sent to the Participant in an ANHA rental indicating the corrective action the Participant needs to make within a set time frame. The Participant will also be notified that the ANHA will make the repair and charge the Participant directly. Mutual Help homebuyers will be given the choice of correcting the deficiency themselves or of having the ANHA maintenance staff complete the repair.
 2. In the case of rental units, the ANHA notifies the Participant of the date and time the maintenance crew will make the repair and the estimated costs.
 3. In the case of Mutual Help, the ANHA re-inspects and verifies that the repair has been made and no further action may be necessary. If the homebuyer fails to make the repair,

the then the ANHA will proceed to schedule a date and time to make the repair. And the homebuyer will pay for the charges.

4. A work order is issued for all repair work scheduled, indicating the labor and materials to be charged to the Participant.
5. Inspections of the unit are then scheduled in accordance with the need as determined by the ANHA.

G. Non-Compliance: Participant's refusal to allow ANHA to enter the premises and all buildings as described in the ANHA policies is serious violation of the ANHA Housing Programs and action to terminate program participation will be initiated by the appropriate staff.

SECTION 20: HOUSEKEEPING STANDARDS

In an effort to improve the livability and conditions of the units owned and managed by the ANHA, uniform standards for Participant housekeeping have been developed for all Participant families.

- A. ANHA Responsibility: The standards that follow will be applied fairly and uniformly to all Participants. The ANHA will inspect each unit at least annually, to determine compliance with the standards. Upon completion of an inspection, the ANHA will notify the Participant in writing if he fails to comply with the standards. The ANHA will advise the Participant of the specific correction(s) that the Participant will be required to perform to establish compliance, and indicate whether or not mandatory counseling is required. Within a reasonable period of time, the ANHA will schedule a second inspection. Failure to comply with three (3) requests for unit inspection within thirty (30) days will constitute a violation of the Policy terms and is grounds for termination of the Lease Agreement and may result in eviction. Training will be available at no cost to the Participant requesting or needing assistance in complying with the Housekeeping Standards.
- B. Participant Responsibility: The Participant is required to abide by the standards set forth below. Failure to abide by the Housekeeping Standards is a violation that can result in eviction when it is chronic or results in any of the following:
 1. The creation or maintenance of a threat to health or safety, or
 2. The potential for damage to the premises is a violation of the Lease Agreement terms and can result in eviction.
- C. Housekeeping Standards: Inside the Unit:

General---

* Walls should be clean, free of dirt, grease, holes, cobwebs and fingerprints

- * Floors should be clean, clear, dry and free of hazards
- * Ceiling should be clean and free of cobwebs
- * Windows should be clean and not nailed shut with shades or binds intact.
- * Woodwork should be clean, free of dust, gouges, or scratches
- * Doors should be clean, free of grease and fingerprints, with functional locks.
- * Heating units should be dusted and access uncluttered
- * Trash shall be disposed of properly and not left in the unit
- * Entire unit should be free of rodent or insect infestation

Kitchen---

- * Stove should be clean and free of food and grease
- * Refrigerator should be clean. Freezer door should close properly and gaskets should be clean
- * Cabinets should be clean and neat. Cabinet surfaces and counter tops should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs
- * Exhaust fan filters should be free of grease and dust
- * Sink should be clean, free of grease and garbage. Dirty dishes should be washed and not stored in the sink
- * Food storage areas should be neat and clean without spilled food
- * Trash/garbage should be stored in a covered container until removed to the disposal area.

Bathroom---

- * Toilet and tank should be clean and odor free. Condensation should be wiped regularly
- * Tub and shower should be clean and free of mold and mildew. Where applicable, shower curtains should be in place, and of adequate length to prevent spillage
- * Sink should be clean
- * Vanities should be kept clean and free of water leakage
- * Exhaust fan should be free of dust
- * Floor should be clean and dry

Storage Areas---

- * Linen closet should be clean
- * Other closets should be clean
- * No highly flammable materials should be stored in the unit
- * Other storage areas should be clean and free of hazards
- * The furnace room cannot be used for storage

D. Housekeeping Standards: Outside the Unit:

- * Yards are to be free of debris, trash and inoperable vehicles and vehicle parts
- * Exterior walls should be free of graffiti
- * Porches (front and rear) should be clean and free of hazards. No items are to be stored on the porch. Outdoor porch furnishings shall not impede access to the unit.
- * Steps (front and rear) should be clean and free of hazards

- * Sidewalks should be clean and free of hazards
- * Storm doors should be clean, with glass or screens intact
- * Hallways should be clean and free of hazards
- * Yards are to be maintained at the Participant's expense
- * Maintenance staff must be able to maintain the grounds
- * Laundry areas should be clean and neat. Lint should be removed from dryers after use
- * Utility room should be free of debris, motor vehicle parts, and flammable materials
- * Garbage cans, gardening tools, equipment, bicycles and other personal belongings must be stored in the Participant's carport garage or storage shed
- * Furniture left outside a home shall be limited to outdoor or patio furniture. No household appliance or upholstered furniture can be placed outside of the home. Storage of any type beneath the home, including any material of an illegal or explosive nature, is prohibited
- * Dead animals or dead animal parts are not to be stored outside the premises for long periods of time

SECTION 21: RECERTIFICATION PROCESS

A. Certification & Recertification Applicability: All Participants receiving housing assistance from the ANHA will be subject to an initial certification and a recurring recertification process during their tenancy. ANHA staff will verify and certify a selected family's composition, income and earnings prior to initial occupancy and at least annually for continued eligibility and occupancy.

B. Exceptions:

1. Mutual Help and HUD Low-Rent Participants who are paying the maximum will only need to sign the Privacy Act Statement for release of information, and the household composition form as part of the recertification process.
2. Non-low-income families as well.
3. LIHTC families must complete the entire recertification package annually regardless of income level.
4. Families with zero income or who are below income limits will be recertified every ninety(90) days and required to complete a zero income questionnaire/statement and an affidavit of zero or minimal income. Families will be required to provide documentation of household expenses and how the expenses are paid. All cash and non-cash contributions to support the household will be considered as household income. The ANHA will continue this process until the income is no longer zero or minimal.

C. Purpose of Recertification: The purpose of recertification is to be fair and consistent, dependent on special needs. Staff is to counsel Participants frequently about the family's responsibility to budget personal finances to assist the family to be self-sufficient. Recertification is conducted to:

1. Assist Homebuyer Participants in achieving homeownership and to meet the obligations of the Client Action Plan.
 2. Assist Participants in ANHA rental programs to meet their lease obligations.
 3. Also, at the tie of recertification staff will determine if the family is in the appropriate program. If a family's income has decreased, and it appears that this change will be long term, the family may be permitted to pay the minimum rent established by the ANHA pursuant to all applicable ANHA policies and regulations.
- D. Scheduling: Recertification is scheduled to occur on an annual basis.
- E. Changes in Family Status: Participants are to report all changes in family composition, income and assets as they occur. A Participant family who cannot regularly meet the minimum house payment or rental payment will not be permitted to stay in the program.
- F. Change in Family Composition Issues: New persons may not be added to the household without the ANHA's prior written approval (other than a child by birth) and only after proper documentation has been submitted by the family and approved by the ANHA. Additional considerations include:
1. Than ANHA will not approve the addition of new household member(s) if by doing so will over-occupy the existing assisted unit.
 2. A permanent household member is a person who has been approved to be added by the ANHA as a result of marriage birth, formal adoption, court-awarded custody, temporary or emergency child placement, or has been a ANHA approved household member for a minimum of twelve (12) months.
 3. The ANHA requires documentation to verify the permanent absence of an adult family member before thy will be removed from the household. Such documentation to verify the absence is:
 - a. proof of another home address, including a valid lease or utility bill;
 - b. valid driver's license with another home address;
 - c. court issued order for protection;
 - d. restraining order barring the member from the assisted unit; or
 - e. documentation of incarceration including length of sentence.

- G. Change in Principal Residence Status: A change resulting in the head of household's temporary absence due to the need to reside in a health facility requires an interim recertification requiring the Participant to:
1. Provide documentation from a physical supporting the need for the Participant to remain in the health facility, the maximum duration of the stay; and the ability of the Participant to live in the rental unit independently;
 2. Provide documentation from the medical facility verifying the Participant's residence;
 3. Provide documentation supporting the ability to continue making rental payment; and
 4. Obtain a determination from the ANHA Staff of the Participant's status based on the documentation provided.
- H. Interim Recertification: Any Participant who reports a change in family circumstances (such as a decrease in income) shall be given an interim income redetermination. In the event the rent is decreased in accordance with this provision, the Participant must report all changes in family circumstances which would result in an increased rent (such as an increase in income which occur prior to the next regular reexamination and the rent will be appropriately adjusted to reflect anticipated annual income.
1. The Participant must furnish ANHA, once each year or more often as requested by the ANHA, accurate documentation as required by the ANHA concerning income, employment, assets and family composition for use by ANHA as to whether the Participant continues to be eligible for the Program.
 2. A failure to provide accurate and complete information within fourteen (14) days of the request is grounds for termination of participation in the program.
 3. If it is found that the Participant now or hereafter intentionally or unintentionally misrepresented to ANHA his/her income, employment, assets or family composition, then in that event the rent will be adjusted retroactive to the date of the prior determination and is grounds for termination of participation in the Program.
 4. In the event of any rent adjustment, ANHA will provide a Notice of Rent Adjustment to the Participant. The change in rent will become effective on the first day of the month following the month in which the change in income occurred as long as the Participant provided notice by the 15th of the month.
 5. In ANHA determines that because of a decrease in the Participant's income that the Participant is no longer eligible for the Program, the rent will decrease to the minimum rent established for the home as set forth by the ANHA for the Program. If Participant is unable to meet the minimum payment requirement, participation in the Program will be terminated thirty (30) days from the date of notice that the Participant no longer qualifies for the Program.

6. Interim redetermination may be conducted as required by the ANHA.
 7. Failure to report the occurrences of changes and complete the required forms will result in retroactive rent charges or other action appropriate to the violation.
- I. Process: To assure that the data upon which the determination of eligibility for continued occupancy, rent to be paid, and size of dwelling required are full, true and complete, the information submitted by each Participant is to be verified before any changes can take effect. Complete and accurate verification records are to be maintained in the Participant's folder or computer database system.
 - J. Release of Information: When verifying and certifying income for eligibility, all adult family members shall provide appropriate authorizations for release of information, so staff can obtain third party verification. Each family must furnish information about the amounts and sources of all income to the household and may be required to produce tax returns, paycheck stubs and any other evidence of income. Failure to provide the authorizations is grounds for denial and/or termination of assistance or rent charges based on the fair market rent.
 - K. Adjustments: Adjustments will be made only after a thorough review of the household's anticipated income.
 - L. Verification of Data: Verification of data is to be reviewed and evaluated as they are received for completeness, adequacy and conclusiveness. Where the information received is not completely adequate in all respects, follow-ups or new efforts to obtain such information are to be made and carried through to conclusions. The ANHA has the right to ask for any information from the Applicant that the ANHA deems necessary to completing the process. See SECTION 12, Verification.
 - M. Certification: As part of the record of each family reexamined, a designated staff member is to complete and sign an eligibility certification which is to be filed in the Participant's folder.
 - N. Action Required Following Reexamination: Within at least thirty (30) days after the Participant has submitted all the information required of the Participant to comply with continued occupancy, they are to be informed concerning:
 1. Eligibility status and, if ineligible, the action to be taken;
 2. Any adjustment(s) with instructions for making changes if necessary (e.g., executing a new lease or amendment if required, payment arrangements, fair market rent charge, etc.) and
 3. Any instances of misrepresentation of non-compliance with the terms of the Lease Agreement or program policy revealed through reexamination and any corrective action which is to be taken.

4. If, upon reexamination, it is found that the size or composition of a family or household has changed so that the unit occupied by the family contains a number of rooms less or greater than necessary to provide decent safe and sanitary accommodations as described in the Occupancy Section of the Admissions and Occupancy Policy, the ANHA Staff shall make a determination to either give notice of at least thirty (30) days to the Participant that the Participant will be required to move to another unit or allow the Participant to remain in the unit until the next reexamination.
- O. Retroactive: If the reexamination discloses that the Participant at the time of admission, or at any previous reexamination, made misrepresentations, intentional or unintentional which have resulted in the paying of a lower rent and fee than he should have paid, the Participant is required to pay the differences between what was paid and what should have been paid.
1. If it is found at the time of reexamination or any other time that the Participant has failed to report other changes in family circumstances and such changes would have required the Participant to pay a higher rent, the increased rent is to be made retroactively to the month following the date on which the change of circumstances occurred.
- P. Concerns: In the event there are concerns regarding the information obtained, the staff will report the concerns to the Supervisor or Executive Director. The Supervisor or Executive Director will review the information and make a determination.
- Q. Quality Control: After reviewing the application data, the ANHA staff will make a written recommendation for action and submit to the file a second ANHA staff who will provide a second review of the file and document in the file the action to be taken. If there is no agreement regarding the action to be taken, the information will be forwarded to the Executive Director for review and action. All recommendations and actions are to be in the form of written documentation.
- R. Notices: The Participant will be notified in writing at least ninety (90) days prior to the date of recertification. A second notice reminding the Participant of his obligation will be submitted when no response is received. A third notice is submitted when there is no response to the two (2) notices previously sent. The third notice represents a notice of breach.
- S. Reporting: A monthly report of the status of recertification will be completed by the Housing Counselors to the Supervisor or Executive Director.

SECTION T. Procedures: The Executive Director is directed to prepare procedures for recertification.

SECTION 22: HOUSING COUNSELING

The ANHA will provide counseling and advice to Participants with respect to property maintenance and financial management or such other matters as may be appropriate to the

Applicant/resident in improving their housing conditions and in meeting the responsibilities of tenancy or homeownership. The ANHA staff is authorized to implement the following:

- A. The ANHA may provide the services set forth above directly or may enter into contracts with private or public organizations with special competence and knowledge in counseling families with respect to property maintenance, financial management or such other matters as may be appropriate to the Applicant/Resident in their housing conditions and in meeting the responsibilities of tenancy or homeownership.
- B. All Applicants for any housing assistance program offered by ANHA will be required as a condition of acceptance to satisfactorily complete twelve (12) hours of the Better Renter's Series for homebuyer education or housing counseling and one-on-one housing counseling as needed to meet the requirements with respect to property maintenance, financial management, and such other matters as may be appropriate.
- C. The ANHA will require such ongoing one-on-one counseling of residents who would not be acceptable credit risks for mortgage financing or other housing assistance programs because of their credit standing, debt obligations, annual income or income characteristics, or unsatisfactory monthly home payments but who the ANHA is satisfied would be a reasonable satisfactory credit risk if they were to receive budget, debt management, and related counseling.
- D. The ANHA will require such counseling to those Applicants or residents who lack sufficient funds to supply the required down payment and/or closing costs until such time as the funds become available through a savings plan or other ANHA approved means.
- E. The ANHA Board has authorized and delegated to the ANHA Executive Director the Authority to enter into such agreements and to administer the counseling provisions of the program.
- F. The ANHA will interview persons seeking or referred to it by real estate brokers, mortgagees, home builders and other public housing agencies, and other sources and develop written counseling assistance plans (CAP) for those persons who require budget, debt management, and related counseling in order to either meet the requirements of tenancy or the requirements to achieve homeownership.
- G. The ANHA will resume budget debt management, home maintenance counseling and related home counseling services for residents who satisfied the counseling requirements but subsequently become seriously deficient in meeting the requirements of their housing payment obligations or housing agreement until such time as that counseling service is no longer required and they are in compliance.

SECTION 23: CLIENT ACTION PLAN

- A. Purpose: A Client Action Plan (CA) or Family Self-Sufficiency Case Plan is to be prepared, to the greatest extent feasible, for each preselected Participant in order to inform families of

their options regarding housing assistance, to assess housing needs, and to assist families in meeting their housing goals.

- B. Completion of Required Actions: All Participants and each occupant of the premises will complete all “Required Actions” as described in the Client Action Plan (CAP), which shall become a part of the Lease Agreement. The Participants must agree that all actions will be completed within the period of time stated in the Client Action Plan.
- C. Condition of Participation: As a condition of participation in the ANHA housing programs, the Participant will attend and satisfactorily complete Housing Counseling and Education provided by the ANHA in accordance with the ANHA Housing Counseling Policy.
- D. One-On-One Housing Counseling: If ANHA deems it advisable or necessary, the Participant will attend as many one-on-one Housing Counseling sessions as needed to meet the requirements with respect to property maintenance, financial management, compliance with the Client Action Plan and such other matters as may be appropriate.
- E. Failure to Comply with the Housing Counseling requirements or the Client Action Plan is a matter of non-compliance which will result in termination of participation in the ANHA Programs.

SECTION 24: SECURITY, DAMAGE AND CLEANING DEPOSIT

- A. Procedures: The ANHA Executive Director is authorized to develop, implement and revise procedures necessary to carry out system requirements, policies governing security, damage, and cleaning deposits.
- B. Condition of Premises: Participants in the ANHA Program must stipulate that they have examined the premises, including the grounds, buildings, improvements and appliances (if any) and that they are, at the time of move-in, in good order, good repair, safe, clean and in good condition, and Participant accepts the same as is and with all faults. A Move-In Inspection form will be used to determine the condition and cleanliness of the premises at the beginning of tenancy and a Move-Out Inspection form will be used at the termination of tenancy.
- C. Fee Policy: Participants are required to provide a deposit of One Hundred Fifty Dollars (\$150.00) non-refundable cleaning fee. The deposit is to be paid in full prior to move-in. ANHA staff is authorized to make alternative arrangements for payment of the deposit for low-rent and LIHTC participants, but payment cannot exceed six (6) months from the date of move-in.
- D. Deposit Refunds: If the unit is maintained in a healthy, clean and safe manner release of half of the cleaning fee is subject to the following terms and conditions:
 - 1. At the expiration of the term of the Lease Agreement or other termination, except for a termination by the Participant’s exercise of the option to purchase, there is no damage to

- the property beyond ordinary wear and tear, no parts or household fixtures require replacement, and the property is in the same condition of cleanliness;
2. The Move-In Inspection form will be used to determine the condition and cleanliness of the premises at the beginning and termination of the tenancy;
 3. There are no unpaid late charges, delinquent rents, or any other unpaid charges;
 4. All keys are returned (Rental charges will continue until all keys are returned or a written, signed letter from the lessee(s) stating that they keys are lost is received at the ANHA office);
 5. All debris, rubbish and discards are placed in disposal containers located off premises;
 6. Forwarding address is left with ANHA;
 7. The deposit or remainder thereof, if any, after any required cleaning and repair, key replacement, etc., will be refunded within ninety (90) days, to the greatest extent feasible, by check made payable to each person signing the Lease Agreement as the lessee(s), and mailed to the forwarding address.
- E. Mutual Help Deposit: Refund of a deposit does not apply when an option to purchase is exercised.

SECTION 25: UTILITIES

- A. Participant Responsibility: The Participant shall be responsible for arranging and paying for all utility services required on the premises, including water, sewer, solid waste assessment, and gas and electric charges. Promptly upon execution of the Lease Agreement, the Participant shall furnish to the ANHA evidence that all arrangements with the proper utility companies for commencing services in the Participant's name have been completed. This policy is subject to future amendments or could apply. (needs to be revised)
- B. Solid Waste Removal: Each Participant is required to provide their garbage cans for solid waste storage and removal. These cans are to be in a form acceptable to the local trash collection agency. The Participant is responsible to place the can at the curbside for pick up. If the Participant fails to remove trash on a regular basis, at least weekly, arrangements will be made to have the trash picked up at the Participant's expense.
- C. Access to Utilities: Each Participant shall be responsible for ensuring that there be no obstructions to access any water meter, water shut off valve, sewer clean-out, electrical/telephone/cable TV pedestal which may be located on the leased premises.
- D. Non-Compliance: Failure on the part of the Participant to provide all necessary utility services, including payments for utilities or deposits for utility services, during any part of the term of this Lease Agreement is grounds for immediate termination of the Lease

Agreement. Participants will have three (3) business days to provide evidence to the ANHA that any or all of the services have been fully restored. Failure to comply will initiate a notice to Quit or termination.

- E. Consent to Release Utility Information: As a requirement for admissions and continued occupancy, the Participant will sign a consent form to release utility information to the ANHA on an ongoing basis.

SECTION 26: VEHICLE RESTRICTIONS

A. Parking:

1. No vehicle or equipment over 10,000 pound gross vehicle weight is allowed to be parked on the street other than for service to the Participant. Inoperable vehicles, vehicles with expired tags, recreational vehicles or vehicle parts may not be stored or left on driveway's home site, or anywhere in an ANHA subdivision. Inoperable vehicles will be impounded or towed after issuance of a seven (7) day written notice. The expense of such removal shall be assessed against the Participant. Participant parking is restricted to the Participant's driveway, carport or garage.
2. Vehicles may not be parked on the street or parked in such a way as to extend into the street. Vehicles may not be parked in yards of the premises or on the lawns of common areas. Guests may park their vehicles in a Participant's driveway, carport, or garage or other designated parking areas when visiting a Participant but must ensure that they are parked in a location so as not to block any neighbor's access, or restrict traffic flow within the subdivision or to impede fire hazard standards.
3. Violators will be given seven (7) days to remove improperly parked or inoperable vehicles before vehicles are towed by the ANHA at the expense of the Participant.

SECTION 27: PETS

- A. Livestock or Poultry: No livestock or poultry of any kind may be raised, bred, kept or permitted on any home site.
- B. Common Household Pets require the written consent of the ANHA. Each household will be limited to one (1) cat or one (1) dog. The ANHA may remove (or request animal control officials remove) any pet which, in the sole discretion of the ANHA, endangers the safety or health, makes objectionable noise, constitutes a nuisance or inconvenience to the other Participants, or is neglected.
- C. Unallowable Pets: No pets shall be kept, bred or maintained for any commercial purpose. The ANHA does not allow the following types or breed of dogs which are considered vicious: Rottweiler, Pit Bull, Doberman and Chow Chow.

- D. Conditions for Keeping Household Pets: Dogs that are household pets shall at all times whenever they are outside a unit be on a leash or otherwise confined in a fenced-in area that meets ANHA standards. All pets shall be registered licensed and inoculated as required by law. The spaying and/or neutering of the pets shall be at the owner's expense along with the rabies shot.
- E. Time Frame for Removing Pets: Notice of pet removal must be acted upon by the Participant within five (5) days.
- F. Non-Compliance: Failure to comply with the pet removal notice within the prescribed time frame will result in the ANHA taking action to remove the pet and charge the Participant for all expenses associated with the removal. As for unleashed and/or untagged dog/cat they will be referred to local law enforcement and ANHA will not be liable for any disposal costs that may occur. ANHA will not be held liable for any person getting bit or hurt by any unleashed, untagged dogs or cats within our housing areas.

SECTION 28: LANDSCAPING

This section reserved for future homeownership programs.

SECTION 29: ALTERATIONS AND IMPROVEMENTS

- A. Requirement for ANHA Consent: The Participant shall make no alterations to the buildings on the premises, or construct any building or make other improvements on the premises, including painting of the interior or exterior, without the prior, express and written consent of the ANHA.
- B. Ownership of Improvements: All approved alterations, changes and improvements built, constructed or placed on the premises by the Participant, with the exception of fixtures, removable without damage to the premises, and removable personal property shall, unless otherwise provided by written agreement between ANHA and the Participant, be the property of the ANHA and remain on the premises at the expiration or earlier termination of the program agreement.
- C. Damages: Any damages resulting from alterations or improvements will be charged directly to the Participant.
- D. Mutual Help Improvements: Mutual Help Homebuyers are subject to the terms set forth in the Mutual Help Occupancy Agreement (MHOA) and are thus responsible for all maintenance. Use of MEPA funds is subject to the MEPA Policy (Attachment E).

SECTION 30: ASSIGNMENT AND SUBLETTING

All units managed by the ANHA must be used as the Participants principal residence. Consequently, subletting and assignment of the home are not permitted.

SECTION 31: TRANSFERS

The resident requesting a transfer must complete an application which will be approved based on all of the following criteria outlined below. The resident that fills out an application will be placed on a waiting list based on the date and time of the transfer application. This Transfer Waiting List will be kept separate from the other lists but it will not be PRIORITY. The PRIORITY will be the waiting lists for the applicants that need housing.

1. The resident must have a good payment history and have all accounts current. This means that the resident must have a zero balance in order to be placed on the waiting list for transfer.
2. Transfers will be based on overcrowding of the current unit by permanent household members of at least an entire year or more. In such case an authorized staff will have to determine if this family is capable financially to afford a larger unit.
3. The resident may need a transfer due to a documented medical condition which may require a transfer to a unit which better accommodates their handicap. This request must be by a permanent household member of at least an entire year or more.
4. the current resident must have maintained their unit in an acceptable manner. An inspection will be conducted to determine the condition of the unit. If the unit meets standards for acceptable use and maintenance, the applicant will be placed on the transfer waiting list.

SECTION 32: RISK OF LOSS/INSURANCE

Responsibility for the provision of fire and other peril insurance on the premises is as follows:

- A. Fire and Peril Insurance: ANHA shall provide fire and other peril insurance on the premises during the rental phase of specific homeownership opportunity programs. In the event of any loss, the Participant shall pay the insurance deductible. The ANHA shall not be responsible for the loss of any of the Participant's personal property by fire, theft, or any other reason.
- B. Content Insurance: It shall be the sole responsibility of the Participant during the rental phase to obtain fire and other peril insurance covering their personal property.
- C. Documentation: Evidence of the Participant's understanding of the requirements for insurance shall be documented by a statement signed by the Participant attesting to the receipt of information from the ANHA staff regarding insurance requirements.

SECTION 33: FIRE

In the event the leased premises, Mutual Help or Low-Rent, shall become untenable by reason of fire or other casualty, participation under the applicable lease or agreement shall terminate and

each party shall be relieved of all future liabilities hereunder dependent upon the cause and/or circumstances. ANHA will made assessments accordingly.

SECTION 34: PERSONAL PROPERTY

Any fixtures/appliances provided with the unit will remain the property of the ANHA unless otherwise indicated in writing. It will be the responsibility of the Participant to provide washer and dryer appliances. All maintenance repairs will be the responsibility of the Participant. If the ANHA Maintenance must perform any repairs on the washer and dryer units, a Participant charge will be assessed. This section excludes elder units or elders age sixty (60) or above.

SECTION 35: ABANDONMENT OF PERSONAL PROPERTY

Upon termination of a rental lease or use and occupancy agreement, the ANHA may dispose of any item of personal property abandoned by the Participant in any manner deemed suitable by the ANHA. Proceeds, if any after such disposition may be applied to the payment of amounts owed by the Participant to ANHA.

SECTION 36: ABANDONMENT

- A. It at any time during the term of the lease or use and occupancy agreement, the Participant abandons the premises or any part of the premises, ANHA may, at its option, enter the premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Participant for damages or for any payment of any kind whatever. ANHA may at its discretion re-let the premises, or any part of the premises, for the whole or any part of the unexpired term, and may receive and collect all rent payable by virtue of such re-letting. ANHA may exercise its option to hold the Participant liable for any difference between the rent that would have been payable under the applicable lease or agreement during the balance of the unexpired term, if the applicable lease or agreement had continued in force, and the net rent for such period realized by ANHA by means of such re-letting; or terminate the lease or agreement by sending Notice of Termination to the Participant as required by the lease or Lease Agreement.
- B. If ANHA's right of re-entry is exercised following abandonment of the premises by the Participant, then ANHA may consider any personal property belonging to the Participant and left on the premises to also have been abandoned, in which case ANHA may dispose of all such personal property in any manner ANHA shall deem proper and is hereby relieved of all liability for doing so.

SECTION 37: SUCCESSION

RESERVED

SECTION 38: TERMINATION

- A. Event of Default: In the event of the default of any material provision of this Policy and the applicable Lease Agreement by the Participant (and each covenant, provision, term and condition herein is considered a material provision and a consideration for the execution of a Lease Agreement and time is of the essence of each and every of the foregoing) the Lease Agreement and any exclusive option, shall terminate, at the option of the ANHA, and be forfeited and the ANHA shall be entitled to possession of the premises.
- B. Notice: The Participant shall be given thirty (30) days notice of any default or breach, and shall have thirty (30) days from service of said notice within which to cure or correct said breach or vacate as determined by the ANHA, except for a breach as described in SECTION 39, C mentioned below.
- C. Circumstances Warranting Immediate Eviction: In the following circumstances, the ANHA Staff may implement immediate eviction proceedings under Apsaalooke Nation Code, Eviction Procedures, without any notice required:
1. There is clear and evident danger to the home or the surrounding community.
 2. There is a life-threatening situation to the home or the surrounding community.
 3. The breach is related to drug activity as prohibited by the ANHA Lease Agreement and the Apsaalooke Nation Code.
- D. Right to Review Documents: With respect to Notices issued pursuant to SECTION 39 A, the Participant is entitled prior to any court hearing or trial to examine any relevant documents, records, or regulations directly related to the termination or eviction.
- E. Grounds for Termination include any violation of applicable ANHA policies Crow Tribal Code, unlawful conduct, etc.
- F. Ban:
1. Eviction due to repeated vandalism will include a ban on leasing or buying Tribal housing. Ban duration will be 6 months, 1 year, 2 years, 4 years, and perpetual for successive evictions.
 2. Eviction due to alcohol inebriation or the selling or distribution to a minor are grounds for ineligibility for admission to any ANHA program for a 1-year period beginning on the date of such eviction or termination. Ban duration will be 1 year, 2 years, 4 years and perpetual for successive evictions.
 3. ANHA Participants who were evicted for non-payment of any financial obligation to ANHA will be denied participation in ANHA housing assistance programs for at least one (1) year from the date on which all ANHA debt has been retired and evidence of a good credit history, landlord history and/or other documentation, as determined by the ANHA, is obtained.

4. ANHA Participants who were evicted for violations due to acts which threatened the health, safety and welfare or peaceful enjoyment of others will be denied participation in ANHA housing assistance programs for at least three (3) years and references are positive.

SECTION 39: MOVE-OUT PROCESS

- A. Move-Out Inspection: A Move-Out Inspection will be conducted within twenty-four (24) hours of obtaining legal possession of the unit. The Move-Out Inspection provides the information that is used to compare to the information gathered during the Move-In Inspection process. A comparison of both inspection forms provide the basis for determining whether or not the unit is in the same condition as it was when it was first rented except for normal wear and tear.
- B. Documentation Requirements: An ANHA Move-Out Checklist and an Inspection Form must be used to document the move-out process. The Participant must sign and date the Move-Out Inspection Form to verify any Participant damage, document any needed routine repairs, etc. ANHA Staff must also sign the Move-Out Inspection form. If any deficiencies are noted, an estimate of all costs and a work order will be issued to make the repairs.
- C. Punch List Items: Minor deficiencies that are readily repairable must be noted and a work order issued to make the repairs. The Participant is not responsible for any charges related to the repair of noted punch list items. Any major deficiency must be corrected before occupancy can be permitted.
- D. Procedures: ANHA shall prepare and implement procedures to ensure a smooth transition from the move-out process to the move-in process. Below is an outline of essential procedures which may be amended by the ANHA as needed.
 1. Move out checklist prepared and distributed.
 2. Immediately arrange move-out inspection with Participant
 3. Move out inspection completed within 48 hours
 4. Work Order request prepared
 5. Maintenance Department boards up
 6. Cost estimate prepared
 7. Cost estimate reviewed and approved
 8. Order appraisal (if applicable – i.e., Mutual Help Homes)

9. Inspect and prepare punch list
10. Conduct final inspection
11. Complete processing and forward applicable information to appropriate departments/staff and document approvals.
12. Process for billing

SECTION 40: NOTICES

Any notices or demand to be given, served or made shall be validly and sufficiently given, served, or made, if from the ANHA to the Participant, if the same is deposited in the United States mail, by certified mail, return receipt, postage prepaid, addressed to the Participant at address of the leased premises; and, if from the participant to the ANHA, if the same is deposited in the United States Mail, by certified mail, return receipt, postage prepaid, addressed to the ANHA at: (fill in correct address). The service of such notice shall be deemed complete by the said deposit thereof in the United States Mail as aforesaid. Either party may, by notice to the other in writing, designate a different place to which notices shall be sent.

SECTION 41: WAIVERS

No waiver by the ANHA of any term, covenant, or condition of these policies shall be construed as a continuing waiver thereof, or a waiver of any other term, covenant, or condition of this policy. Each and every default on the part of the Participant shall be considered a separate and a new breach of the policy, irrespective of whether or not other defaults exist at that time.

SECTION 42: MODIFICATION

Modification of the Admissions and Occupancy Policy is subject to approval by the Board and Legislature, consistent with the Housing Ordinance. Matters incorporated in the Policy by reference shall be publicly posted in a conspicuous manner in the ANHA's office and a copy shall be furnished to the Participant on request. If such schedules, rules and regulations are modified, the ANHA shall give at least thirty (30) days written notice to each affected participant through a mass mailing setting for the proposed modification, the reasons therefore, and provide the Participant an opportunity to present written comments which shall be considered by the ANHA prior to the effective date of the proposed modification.

ATTACHMENTS.....

Attachment A – Income Definition
Section 8 Definition of Annual Income
U.S. CENSUS DEFINITION OF INCOME
IRS Form 1040 Adjusted Gross Income
Inclusions
Exclusions

FEDERALLY MANDATED EXCLUSIONS FROM ANNUAL INCOME

Attachment B – Income Exclusions

Attachment C – Calculation Worksheet

Attachment D – Verification Checklist

Attachment E – MEPA Policy

Attachment F – Mutual Help Occupancy Agreement (MHOA)

Attachment G. 24 CFR, PART 5, SUBPART 5 (SECTION 5.609)