

2012

COMANCHE NATION HOUSING AUTHORITY
HOUSING PROGRAM POLICIES



Comanche Nation Housing Authority
402 SE "F" Avenue - P.O. Box 1671
Lawton, OK 73502

Approved by Resolution #11-19,
November 15, 2011



COMANCHE NATION HOUSING AUTHORITY

HOUSING PROGRAM POLICIES



TABLE OF CONTENTS

RENTAL HOUSING PROGRAM ADMISSION POLICIES	1
RENTAL PROGRAM OVERVIEW	1
CHAPTER 1 - CONDITIONS GOVERNING ELIGIBILITY	2
1.1 ELIGIBILITY FOR ADMISSION.....	2
1.2 ORDER OF PREFERENCE	2
1.3 PROCESSING APPLICATIONS.....	3
CHAPTER 2 - VERIFICATION OF APPLICANT INFORMATION AND NOTIFICATION OF ELIGIBILITY OR INELIGIBILITY FOR THE RENTAL HOUSING PROGRAM	4
2.1 VERIFICATION OF APPLICANT INFORMATION	4
2.2 INFORMATION TO BE VERIFIED	4
2.3 SCREENING OF APPLICANTS	5
2.4 NOTIFICATION OF ELIGIBILITY FOR RENTAL PROGRAM.....	5
2.5 NOTIFICATION OF DETERMINATION OF INELIGIBILITY FOR RENTAL PROGRAM	6
CHAPTER 3 - WAITING LIST MANAGEMENT POLICY FOR THE RENTAL PROGRAM	7
3.1 POLICY STATEMENT	7
3.2 ELIGIBLE APPLICANTS	7
3.3 UNSUITABLE APPLICANTS.....	8
3.4 MANAGEMENT OF WAITING LISTS.....	9
CHAPTER 4 - UNIT ASSIGNMENT FOR THE RENTAL HOUSING PROGRAM	10
4.1 RE-VERIFICATION OF INFORMATION PRIOR TO UNIT ASSIGNMENT	10
4.2 UNIT ASSIGNMENT	10
4.3 LEASING OF DWELLING UNITS.....	11
4.4 MOVE IN INSPECTION.....	11
CHAPTER 5 - DETERMINING RENTS AND RENT ADJUSTMENTS.....	13
5.1 POLICY STATEMENT	13
5.2 EFFECTIVE DATES FOR RENT ADJUSTMENTS	13
5.3 DEFINITIONS.....	14
5.4 RENT CALCULATION	19
CHAPTER 6 - ELIGIBILITY FOR CONTINUED OCCUPANCY, PERIODIC RE-EXAMINATION FOR RENTAL PROGRAM ..	20
6.1 ELIGIBILITY FOR CONTINUED OCCUPANCY.....	20
6.2 PERIODIC RE-EXAMINATIONS	20
6.3 SPECIAL RE-EXAMINATIONS	20
6.4 RE-EXAMINATION PROCEDURES	21
6.5 RE-EXAMINATION FOLLOW-UP.....	21
6.6 INSPECTIONS	21
6.7 RULES OF OCCUPANCY	22
CHAPTER 7 - LOW RENT TRANSFER POLICY	25
7.1 POLICY STATEMENT	25
7.2 TRANSFER CONDITIONS	25
7.3 PROCEDURES FOR REQUESTING A TRANSFER.....	25



COMANCHE NATION HOUSING AUTHORITY

HOUSING PROGRAM POLICIES



HOMEOWNERSHIP (NON-MH) ADMISSION & OCCUPANCY POLICIES	26
HOMEOWNERSHIP PROGRAM OVERVIEW	26
CHAPTER 8 - CONDITIONS GOVERNING ELIGIBILITY	27
8.1 ELIGIBILITY FOR ADMISSION.....	27
8.2 PROCESSING APPLICATIONS.....	27
8.3 UNIT ASSIGNMENT	29
8.4 HOMEOWNERSHIP AGREEMENTS.....	29
CHAPTER 9 - WAITING LIST MANAGEMENT POLICY FOR THE HOMEOWNERSHIP PROGRAM.....	31
9.1 POLICY STATEMENT	31
9.2 ELIGIBLE APPLICANTS	31
9.3 UNSUITABLE APPLICANTS.....	32
9.4 MANAGEMENT OF WAITING LISTS.....	33
CHAPTER 10 - SELECTION OF HOMEOWNERSHIP NAHASDA, TRIBAL HOUSING AND LEASE PURCHASE PROGRAM PARTICIPANTS	34
10.1 POLICY STATEMENT	34
10.2 SELECTION OF ELIGIBLE FAMILIES.....	34
10.3 NOTIFICATION OF APPLICANTS	34
10.4 PARTICIPANT’S MOVE-IN MEETING	35
10.5 VERIFICATION OF INFORMATION.....	35
10.6 FAILURE OR REFUSAL TO PROVIDE REQUIRED INFORMATION.....	35
CHAPTER 11 - ESTABLISHING HOUSE PAYMENTS FOR THE MUTUAL HELP AND HOMEOWNERSHIP PROGRAM... 36	36
11.1 REQUIRED PAYMENTS.....	36
11.2 UTILITY ALLOWANCE (UA)	36
11.3 REQUIRED PAYMENT FOR OTHER HOMEOWNERSHIP PROGRAMS	36
11.4 PURCHASE PRICE DETERMINATION.....	36
11.5 TERM OF PAYOFF.....	37
11.6 MONTHLY EQUITY PAYMENT ACCOUNT (MEPA)	37
11.7 ADMINISTRATIVE USE OF MEPA	37
11.8 MAXIMUM HOUSE PAYMENT	37
CHAPTER 12 - ELIGIBILITY FOR CONTINUED OCCUPANCY, PERIODIC RE-EXAMINATION FOR HOMEOWNERSHIP PROGRAMS.....	38
12.1 ELIGIBILITY FOR CONTINUED OCCUPANCY.....	38
12.2 PERIODIC RE-EXAMINATIONS	38
12.3 SPECIAL RE-EXAMINATIONS	38
12.4 RE-EXAMINATION PROCEDURES	39
12.5 RE-EXAMINATION FOLLOW-UP	39
12.6 INSPECTIONS.....	39
12.7 RULES OF OCCUPANCY.....	40
CHAPTER 13 - MEPA USE POLICY FOR THE MUTUAL HELP PROGRAM	43
13.1 POLICY STATEMENT	43
13.2 DEFINITIONS.....	43
13.3 MEPA USE APPROVAL PROCESS	43
13.4 ALLOWABLE MEPA USES	44
13.5 UNALLOWABLE MEPA USES	44



COMANCHE NATION HOUSING AUTHORITY HOUSING PROGRAM POLICIES



13.6	PAYMENT FOR MATERIALS, CONSTRUCTION COSTS AND/OR CONTRACTOR SERVICES	44
13.7	INSPECTIONS.....	44
13.8	REPAYMENT	45
CHAPTER 14 - SUB-LEASE POLICY FOR THE MUTUAL HELP PROGRAM.....		46
14.1	POLICY STATEMENT	46
14.2	SUBLEASING CONDITIONS.....	46
14.3	PROCEDURES FOR REQUESTING A SUBLEASE	46
14.4	SUBLEASE PERIOD.....	47
14.5	PROHIBITIONS.....	47
CHAPTER 15 - COLLECTION POLICY AFFORDABLE HOUSING PROGRAMS		48
15.1	POLICY STATEMENT	48
15.2	REQUIRED MONTHLY PAYMENT	48
15.3	TIME, PLACE AND METHOD FOR PAYMENT	48
15.4	COLLECTIONS PROCEDURES	49
15.5	NOTICES	49



COMANCHE NATION HOUSING AUTHORITY

HOUSING PROGRAM POLICIES



Rental Housing Program Admission Policies

Rental Program Overview

The Comanche Nation Housing Authority, hereafter referred to as the Housing Authority, has established these policies to provide direction and governance for the operation of the Housing Authority Rental Program when providing housing services to eligible families and individuals served by the Comanche Nation. The Rental Program policies have been developed to ensure that the Housing Authority will apply a fair and equitable process in the determination of eligibility for the families and individuals making application for housing. To do so, the families or individuals must, at a minimum, adhere to the application process, provide information as requested, be aware that all information is verified, meet HUD and Comanche Nation Housing Authority criteria, and upon selection continue to meet program requirements.

The Comanche Nation Housing Authority Rental Program complies with following laws:

- A. The requirements of the Age Discrimination Act of 1975 (42 U.S.C 6101-6107) and HUD's implementing regulations in 24 CFR 146.
- B. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and HUD's Regulations at 24 CFR Part 8.
- C. Title VI of the Civil Rights Act of 1964 (U.S.C. 2000d) and Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.). In the event the Comanche Nation Housing Authority takes action under section 201(b) of NAHASDA, Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968 will not apply.
- D. The Native American Housing Assistance and Self-Determination Act of 1996.
- E. The Oklahoma Residential Landlord and Tenant Act, (Title 41 Oklahoma Statute Section 101 et seq.)
- F. In the event of a conflict between these Housing Program Policies and a dwelling lease, lease purchase agreement or mutual help occupancy agreement, the Housing Program Policies shall control.



COMANCHE NATION HOUSING AUTHORITY HOUSING PROGRAM POLICIES



Chapter 1 - Conditions Governing Eligibility

1.1 Eligibility for Admission

To be eligible for admission to the Housing Authority Rental Program, only those applicants:

A. Who are:

1. An enrolled Comanche Nation Tribal member, 18 years of age or older (head or spouse) as required by the Comanche Nation Constitution, or
2. An Indian family whose head of household or spouse is an enrolled member, 18 years of age or older, of a federally recognized tribe.

B. Who qualify as a family? For the purpose of determining eligibility a family includes a family with or without children, an elderly family, a near-elderly family, a disabled family, and a single person.

C. Whose income at the time of admission does not exceed the appropriate income limits (up to 80% of median) as published by the Department of Housing and Urban Development, which are available at the Housing Authority office.

D. Whose income is sufficient to comply with program requirements and which is not less than 10% of the appropriate income limits as noted in C above.

E. Who furnishes at least one form of adequate identification including but not limited to Social Security cards, driver's licenses, birth certificates, and Tribal ID's for all persons living, or expected to be living in the household.

F. Who do not owe any previous debts to the CNHA.

1.2 Order of Preference

Eligible applicants will be categorized according to the following priority groups, with group one having the highest priority. Once all of the applicants in group one have been served, group two applicants will be served, and so forth. Preference within a priority group will be given based upon the date/time of application (first come first served).

A. Applicant family whose head of household or spouse is an enrolled Comanche Tribal member and is an Elder age 62 or over.

B. Applicant family whose head of household or spouse is an enrolled Comanche Tribal member, 18 years of age or older.

C. Applicant family whose head of household or spouse is an enrolled member of any federally recognized tribe.



COMANCHE NATION HOUSING AUTHORITY HOUSING PROGRAM POLICIES



1.3 Processing Applications

Families or individuals seeking housing must submit a completed Rental Program application with the Housing Authority. Only those families or individuals that have filed an application will receive consideration for participation in the program upon being determined eligible. Written requests for housing will not be acceptable as a form of application. Consideration for acceptance into the Rental Program can only be given after review and verification of all required information, as indicated on the application form, is completed.

- A. A written application signed by a responsible member of the family will be obtained from each family seeking admission to the project.
- B. All information relative to determination of eligibility and preference rating will be verified and all verified findings will be documented and recorded in the applicant folder.(See Chapter 2)
- C. Verified information will be analyzed and a determination will be made with respect to the following:
 1. Eligibility of applicant as a family.
 2. Eligibility of applicant with respect to income limits for admission.
 3. Preference category to which the family belongs.
- D. Additional application requirements:
 1. Sign release forms.
 2. Provide true and accurate family income.
 3. Provide true and accurate family composition.
 4. Applicants are responsible for supplying complete and accurate information. Incomplete applications will not be accepted.
- E. As a part of the application record the Executive Director or other authorized employee of the Housing Authority will certify to the actions taken and eligibility determination made in the space provided on the application form or through other written form of documentation. For notification requirements, see Chapter 2.



COMANCHE NATION HOUSING AUTHORITY HOUSING PROGRAM POLICIES



Chapter 2 - Verification of Applicant Information and Notification of Eligibility or Ineligibility for the Rental Housing Program

2.1 Verification of Applicant Information

All statements made by the family or individual in the application or during reexamination of family income that may affect the determination of eligibility, selection, placement or level of payment for housing are subject to verification. Each applicant will be required to sign a release of information form, which authorizes the verification of information from third parties.

2.2 Information to be Verified

The Housing Authority shall verify applicant information in at least the following areas.

- A. **Income.** Participation in the Rental Housing Program is based on a family's income and is the most important factor considered for determining eligibility. The Housing Authority shall verify income information by requesting written third-party verification through an employer or public agency; or review of documentation provided by the family such as benefit checks, tax returns, W-2 forms, etc.

Applicants whose income is derived solely from cash transactions or through barter must sign a certification to this fact. This information will be verified through tax returns or other means deemed appropriate by the Housing Authority. Upon gaining employment or assistance from a public agency the applicant must notify the Housing Authority before admission to the program or after being assigned a unit. Applicants with no income shall be required to sign a "no income" certification statement.

- B. **Family Size and Composition.** This is used to determine unit size and includes family relationships such as foster children, elderly care, or other special needs.
- C. **Age of Family Members.** (if applicable) This is used to determine the priority group and/or the number of allowable deductions from income when determining rent or house payments and other special needs.
- D. **Social Security Numbers.** (head and spouse only required)
- E. **Student Status.** If applicable to determine adjusted income.
- F. **Comanche Nation Tribal Enrollment Documentation**



COMANCHE NATION HOUSING AUTHORITY HOUSING PROGRAM POLICIES



2.3 Screening of Applicants

The CNHA will conduct a thorough screening process of each applicant to determine suitability for admission. The screening process shall include a review of pertinent factors including the following:

- A. The applicant's past performance in meeting financial obligations, including but not limited to rent and utilities. The CNHA may request a report from a consumer credit reporting agency and former landlords detailing payment history (from up to 5 years ago);
- B. Whether the applicant was previously evicted for non-payment or non-compliance with any tribally designated housing entity, Indian Housing Authority, tribal or public housing authority policy;
- C. Whether the applicant previously participated in a HUD assisted program and abandoned the dwelling unit;
- D. The applicant's past performance and behavior including destruction of property, disturbance of neighbors, poor housekeeping practices, or other activities which may endanger or be detrimental to other residents;
- E. The applicant's criminal record (including all family members), particularly drug-related activities, physically violent crimes, or other criminal acts which may endanger other residents.

2.4 Notification of Eligibility for Rental Program

- A. Upon reviewing all required documentation and determination of eligibility, each applicant shall be notified in writing as promptly as possible of his or her status of eligibility.
 1. Applicants that are eligible will be notified in writing that they have been determined eligible for the Rental program and their name is being placed on the waiting list, and final placement shall be subject to selection/screening requirements, final determination of eligibility prior to move in, and unit availability.
 2. The written notification to the applicant shall also state that the applicant is responsible for updating their application on an annual basis or at other times as requested by the CNHA.



COMANCHE NATION HOUSING AUTHORITY HOUSING PROGRAM POLICIES



2.5 Notification of Determination of Ineligibility for Rental Program

- A. Upon reviewing all required documentation and determination of ineligibility, each applicant shall be notified in writing of a Determination of Ineligibility for the Rental Program as promptly as possible.
 1. Applicants that are ineligible shall be informed as to the reason for the ineligibility determination and informed of their right, to an informal hearing with the Executive Director. Applicant must request this hearing in writing within 10 days of the determination of ineligibility.

The informal hearing shall be conducted in private conference. For each case, a record shall be maintained including a notification of the circumstances involved, final action taken, and the date of the conference.



COMANCHE NATION HOUSING AUTHORITY HOUSING PROGRAM POLICIES



Chapter 3 - Waiting List Management Policy for the Rental Program

3.1 Policy Statement

Pursuant to the Native American Housing Assistance and Self-Determination Act of 1996 (“NAHASDA”), the Comanche Nation Housing Authority (the “Housing Authority”) shall maintain a written waiting list for all eligible applicants who have applied for a specific housing program. The Housing Authority administers the Low-Income Rental Program for eligible Native American families.

It is the policy of the Housing Authority to allow applicants to apply for more than one program. If they are eligible for multiple programs they shall be placed on all applicable waiting lists. Applicants that have provided all the required information, and are found to be eligible after third party verification, will be placed on the appropriate waiting list. Incomplete applications will not be accepted. Applicants that are not eligible will be notified of the reasons for ineligibility for participation in the Housing Authority low-income housing programs.

3.2 Eligible Applicants

For each applicant found to be eligible for admission, the Housing Authority shall establish a file containing, at a minimum, the following information:

- A. Application information required;
 - 1. Income and assets (if applicable)
 - 2. Family size and composition
 - 3. Age of family members
 - 4. Social Security Numbers
 - 5. Evidence of student status, if applicable
 - 6. Comanche Nation or other tribal enrollment documentation (head or spouse)
- B. Income and Family Composition Verification Documents;
- C. Copy of the Housing Authority’s Notification of Eligibility; and
- D. General Correspondence.



COMANCHE NATION HOUSING AUTHORITY HOUSING PROGRAM POLICIES



3.3 Unsuitable Applicants

It is the goal for the Housing Authority to provide “decent, safe, and sanitary housing” for residents. Having individuals and families that have the potential to be good renters essential for the well-being of all communities where the Housing Authority provides low-income housing projects. The list of reasons for denial of participation is listed as follows:

- A. Committing fraud in connection with any U.S. Department of Housing and Urban Development (“HUD”) program, or failing to disclose previously committed fraud in connection with any HUD program.
- B. Providing false information on the application.
- C. Unsuitability. Unsuitable past performance as a tenant or homeowner such as for example, but not limited to, previous eviction for non-payment of rent, breach of lease or use of government assisted unit for illegal purposes. Other than owing past due rent or house payments, reasons for unsuitability will be considered as incidents that have occurred within the last three years prior to the date of the application.
- D. Documented history of drug or criminal behavior or other acts that would adversely affect the health, safety, and welfare of other residents as determined at the sole discretion of the Housing Authority. Such acts include, but are not limited to, felony convictions within the last ten years prior to the date of the application. Applicants with such a felony conviction more than ten years prior to the date of the application will be considered on a case-by-case basis.
- E. Refusing or failing to complete or sign required forms or supply requested information.
- F. Applicants who appear on HUD’s list of suspensions, and limited denials of participation.
- G. Misrepresentation of family composition.
- H. Past unacceptable behavior as a tenant as determined by a background check and at the discretion of the Housing Authority. The background check shall be used to determine if the proposed tenant conducted himself/herself in a manner that was detrimental to neighbors or the community. History such as criminal activity, particularly crimes involving physical violence, drug abuse, or sexual crimes shall be reviewed.
- I. Applicant’s history and record of maintaining a residence.



COMANCHE NATION HOUSING AUTHORITY HOUSING PROGRAM POLICIES



3.4 Management of Waiting Lists

- A. The waiting list will be updated on at least a monthly basis. Eligible applicants will be listed on the waiting list with basic characteristics such as family size, preferred location(s), preferred number of bedrooms, preference group and submission date.
- B. Each applicant will be responsible for keeping the Housing Authority informed as to any changes regarding their current address and contact information. Failure to update contact information in writing every 12 months will be grounds for removal from the waiting list.
- C. The Housing Authority will re-verify each applicant's eligibility based on the updated information at the time they are selected for an available unit. The applicant must be eligible at the time of admission.
- D. If the number of applications reaches the point where it does not appear that units will be available within a reasonable time frame, the Housing Authority may discontinue accepting applications until further notice.
- E. When the waiting list is reopened, the Housing Authority shall, by public notice, announce that applications are again being taken for its housing programs.
- F. The waiting list is organized utilizing the following criteria:
 - 1. Selection preferences as outlined.
 - 2. Submission date within the Preference/Priority Group.



COMANCHE NATION HOUSING AUTHORITY HOUSING PROGRAM POLICIES



Chapter 4 - Unit Assignment for the Rental Housing Program

4.1 Re-verification of Information Prior to Unit Assignment

- A. Prior to the assignment of a unit and execution of a lease, the applicant may be questioned in regard to any change in status. The applicant's eligibility must be verified prior to lease execution and move in. This verification is conducted to determine continued eligibility to participate in the program, rent, and unit size.
 - 1. Eligible applicants will be allowed to sign the lease agreement and move into a unit, subject to suitability and screening criteria.(See Chapter 3)
 - 2. Ineligible applicants will not be allowed to sign a lease or move into a unit, and will be removed from the waiting list.

4.2 Unit Assignment

When a unit becomes available the next eligible family on the waiting list that meets the appropriate unit size will be notified of the vacancy. The only exception to the waiting list assignment rule will be if a family meets one of the preference clauses as identified in this policy.

- A. The family will be given five (5) days to accept or reject the unit. If the family rejects the unit they will maintain their position on the waiting list and the next eligible family will be notified and given the same opportunity to accept or reject the unit.
- B. The family that rejected the unit the first time will be given one more opportunity to accept or reject another unit or the next available unit. If they reject either offer, this will constitute two refusals and the family will be moved to the bottom of the waiting list.
- C. If the family accepts the unit they will have two weeks to make all the necessary arrangements to pay the appropriate deposits to the Housing Authority, utility companies, and/or propane supplier.

The following standards may be used as a guide to determine the number of bedrooms required to accommodate a family of a given size and composition.

<u>No. of Bedrooms</u>	<u>No. of Persons-Minimum</u>	<u>Maximum</u>
1	1	3
2	2	4
3	3	6
4	5	8



COMANCHE NATION HOUSING AUTHORITY HOUSING PROGRAM POLICIES



5

6

10

- Children under 6 years of age may occupy same bedroom with parents
- For reasons of health (old age, physical disability, etc.) a separate bedroom may be provided for such individual family member as verified.

4.3 Leasing of Dwelling Units

- A. A lease agreement shall be signed by a responsible member of the family accepted as a tenant and the Executive Director of the Housing Authority, or authorized employee, prior to actual admission.
- B. Tenant will meet with the Executive Director or authorized employee.
- C. Tenant transfers within a project, will not be considered except as required to maintain the appropriate unit size for the family composition. Should a tenant's family composition decrease, the tenant shall be required to relocate to a unit that conforms to the number of bedrooms as listed in Section 4.2.
- D. If, at any time during the life of the lease agreement, a change in the tenant's status results in the need of changing or amending any provision of the lease, either;
 1. A new lease agreement will be executed, or
 2. An appropriate rider will be prepared and made a part of the existing lease, or appropriate insertions will be made within the instrument. All copies of such riders or insertions are to be dated and signed or initialed by the tenant and by the Executive Director or authorized CNHA employee.
- E. If a tenant or member of the family has a change in their status that would require housing with special needs, the Housing Authority may transfer the family to another unit that would meet the family's special needs. If this is not possible the Housing Authority will modify the house as required, to the extent possible.

4.4 Move in Inspection

- A. At the time of initial occupancy, a move in inspection shall be conducted with the CNHA's inspector (representative) and the tenant. The tenant shall be permitted to have a representative of his/her choice present at the initial inspection.
- B. The CNHA shall provide the tenant with counseling or tenant training sessions which cover the obligations of the tenant and proper homecare procedures. Attendance at counseling sessions may be a mandatory requirement prior to occupancy.



COMANCHE NATION HOUSING AUTHORITY HOUSING PROGRAM POLICIES



- C. At the conclusion of the initial inspection, the tenant shall sign an inspection report detailing any deficiencies in the unit. The CNHA shall correct the deficiencies within a reasonable amount of time (30 days). See Appendix A.



COMANCHE NATION HOUSING AUTHORITY

HOUSING PROGRAM POLICIES



Chapter 5 - Determining Rents and Rent Adjustments

5.1 Policy Statement

Rents are established for each Low Rent tenant based on that family's monthly adjusted income, as described in this Chapter. Monthly rent shall not exceed 30 percent of monthly adjusted income. From time to time the Housing Authority Board of Commissioners may set ceiling rents that are available from the Occupancy staff. Tenants participating in the Low Rent Program are required to re-certify in accordance with this policy. Rent adjustments will be made for the following reasons:

- A. An increase or decrease in family income.
- B. A change in family composition, including:
 - 1. An increase or decrease in the number of children in the household.
 - 2. An increase or decrease in the number of full-time students or disabled household members over the age of 18 (not including head of household or spouse).
 - 3. The head of household or spouse becomes elderly or disabled.
- C. A change in family circumstances, including:
 - 1. An increase or decrease in eligible child care expenses.
 - 2. An increase or decrease in medical or attendant care expenses (elderly and/or disabled households only).
 - 3. An increase or decrease in travel expenses.
 - 4. An increase or decrease in alimony or child support payments.

5.2 Effective Dates for Rent Adjustments

Increases in rent resulting from rent reviews or re-examination are to be effective the first day of the second month following the income change.

Decreases in rent payments are to be effective the first day of the month following the reported income change, only if the notice of the decrease in income is received in writing on or before the 25th day of the month in which the Tenant experiences the income decrease. If notice is given after the 25th day of the month, then the rent payment decrease will become effective the first day of the second month following the income change.

- A. Circumstances resulting in decreased rent will be verified prior to making the adjustment.



COMANCHE NATION HOUSING AUTHORITY HOUSING PROGRAM POLICIES



- B. If a family claims no income (subject to verification), they shall be required to immediately report the receipt of any income. The rent will be established accordingly.

5.3 Definitions

THE FOLLOWING DEFINITIONS SHALL BE USED FOR DETERMINING PROGRAM ELIGIBILITY AND RENT PAYMENTS.

- A. *Annual Income* is the anticipated total income from all sources received by the family head and spouse (even if temporarily absent) and by each additional member of the family, included is all anticipated net income derived from assets, for the 12-month period following the effective date of initial determination or annual reexamination of income, exclusive of certain types of income as provided below.

1. Annual income includes:

- a) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
- b) The net income from operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
- c) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in the definition of exclusions. Any withdrawal of cash or assets from an investment will be included in income except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
- d) The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death



COMANCHE NATION HOUSING AUTHORITY HOUSING PROGRAM POLICIES



benefits and other similar types of periodic receipts, including a lump-sum payment for the delayed start of a periodic payment.

- e) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay.
 - f) Welfare assistance if the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities. The amount of welfare assistance to be included as income shall consist of:
 - The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
 - The maximum amount that the welfare assistance agency could, in fact, allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be in the amount resulting from one application of the percentage.
 - g) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling.
 - h) All regular pay, special pay and allowances of a member of the Armed Forces.
2. Annual income does not include:
- a) Income from the employment of children (including foster children) under the age of 18 years.
 - b) Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the tenant family, who are unable to live alone).
 - c) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses.
 - d) Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.
 - e) Income of a live-in aide (definition-CFR Title 24, Part 5, Subpart D, 5.403). Live-in aide means a person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who: (1) Is determined to be essential to the care and well-being of the persons as evidenced by a doctor's statement specifically defining the requirement for a live-in-aide; (2)



COMANCHE NATION HOUSING AUTHORITY HOUSING PROGRAM POLICIES



Is not obligated for the support of the persons; and (3) Would not be living in the unit except to provide the necessary supportive services.

- f) The full amount of student financial assistance paid directly to the student or to the educational institution.
- g) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
- h) Amounts received under training programs funded by HUD.
- i) Amounts received by a disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS).
- j) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program.
- k) Incremental earnings and benefits resulting to any family member from the participation in qualifying state or local employment training programs (including training programs not affiliated with local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training.
- l) Temporary, nonrecurring or sporadic income (including gifts).
- m) Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government for persons who were persecuted during the Nazi era.
- n) Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse).
- o) Adoption assistance payments in excess of \$480 per adopted child.
- p) Deferred periodic amounts of supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.
- q) Amounts received by the family in the form of refunds or rebates under state or local law for property taxes on the dwelling unit.
- r) Amounts paid by a state agency to a family with a developmentally disabled



COMANCHE NATION HOUSING AUTHORITY HOUSING PROGRAM POLICIES



family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.

- s) Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance that includes assistance under the 1937 Act. The following types of income are subject to such exclusion:
- The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977.
 - Payments to volunteers under the Domestic Volunteer Service Act of 1973.
 - Payments received under the Alaska Native Claims Settlement Act.
 - Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes.
 - Payments or allowances made under the Department of Health and Human Services Low Income Home Energy Assistance Program.
 - Payments received under programs funded in whole or in part under the Job Training Partnership Act.
 - Income derived from the disposition of funds of the Grand River Band of Ottawa Indians.
 - The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims, or from funds held in trust for an Indian tribe by the Secretary of the Interior.
 - Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs.
 - Payments received from programs funded under Title V of the Older Americans Act of 1965.
 - Payments received after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement of the Agent Orange product liability litigation.
 - Payments received under the Maine Indian Claims Settlement Act of 1980.



COMANCHE NATION HOUSING AUTHORITY HOUSING PROGRAM POLICIES



- The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990.
 - Earned Income Tax Credit (EITC) refunds received on or after January 1, 1991.
- B. *Adjusted Income* for determining rent is the annual income that remains after excluding the following amounts:
1. YOUTHS, STUDENTS, AND PERSONS WITH DISABILITIES -\$480 for each member of the family residing in the household (other than the head of the household or the spouse of the head of the household)--
 - (i) who is under 18 years of age; or
 - (ii) who is—
 - (I) 18 years of age or older; and
 - (II) a person with disabilities or a full-time student.
 2. ELDERLY AND DISABLED FAMILITES- \$400 FOR AN ELDERLY OR DISABLED FAMILY.
 3. MEDICAL AND ATTENDANT EXPENSES -The amount by which 3 percent of the family's annual income is exceeded by the aggregate of:
 - (i) Medical expenses, in the case of an elderly or disabled family; and
 - (ii) reasonable attendant care and auxiliary apparatus expenses for each family member who is a person with disabilities, to the extent necessary to enable any member of the family (including a member who is a person with disabilities) to be employed.

(Applicant claiming medical expenses must provide receipts for documentation)
 4. CHILD CARE EXPENSES - to the extent necessary to enable another member of the family to be employed or to further his or her education.
 5. EARNED INCOME OF MINORS -The amount of any earned income of any member of the family who is less than 18 years of age.
 6. TRAVEL EXPENSES - Excessive travel expenses not to exceed \$25 per family per week, for employment or education -related travel. Excessive mileage shall be 50 miles or more per day per household or 250 miles per week.



COMANCHE NATION HOUSING AUTHORITY HOUSING PROGRAM POLICIES



5.4 Rent Calculation

The following formula is used to calculate monthly rent payments:

Annual Income – Allowable Exclusions = Annual Adjusted Income

Annual Adjusted Income Divided by 12 = Monthly Adjusted Income

Monthly Adjusted Income X .20

The housing authority shall not charge any Low Income tenant more than 30 percent of adjusted monthly income for rent in accordance with Title II Section 203 (a) (2) of the Native American Housing and Self Determination Act.

The CNHA has determined that utility allowances shall be provided in accordance with the following table:

1 Bedroom = \$110

2 Bedroom = \$131

3 Bedroom = \$147

4 Bedroom = \$163

These utility allowances (UA's) are generally based upon average consumption and market utility rates per the applicable unit size and may be periodically adjusted. The above will be the only allowances given by the CNHA for utility payments. At no time will the CNHA make utility payments for occupied units.

Once the 20% multiplier is applied to the monthly adjusted income, this amount is reduced by the applicable UA.

For elders only, an additional credit of \$100 is applied after and in addition to the utility allowance.

For disabled families only, an additional credit of \$50 is applied after and in addition to the utility allowance.

A family, whose head of household or spouse is both elderly and disabled, is eligible to receive a total credit of \$150.



COMANCHE NATION HOUSING AUTHORITY HOUSING PROGRAM POLICIES



Chapter 6 - Eligibility for Continued Occupancy, Periodic Re-Examination for Rental Program

6.1 Eligibility for Continued Occupancy

In order to continue to participate in the rental program, the tenant must continue to meet the following requirements of the program as well as the requirements of the lease agreement.

- A. Qualify as an Indian family including the remaining member(s) of a tenant family subject to occupancy standards contained in this policy.
- B. The tenant and/or members of his/her household and visitors must comply with all laws affecting the use and occupancy of the premises.
- C. The tenant must make rental payments promptly on the first day of the month.
- D. The tenant shall keep the premises in a clean, safe and sanitary condition.
- E. The tenant may not sell or sublease the house, take in any boarders, or use the house or grounds as a place of business without the written permission of the Housing Authority.
- F. The tenant may not make any structural changes to the house or grounds unless the Housing Authority grants permission.
- G. The tenant is responsible for notifying the Housing Authority as promptly as possible of any fire or weather damage to the unit and of any substantial maintenance need that he/she is unable to perform.
- H. The tenant must abide by all conditions of the dwelling lease.

6.2 Periodic Re-examinations

At least once every 12 months the income and family composition of all rental occupants will be re-examined and monthly payments adjusted accordingly. The participants may voluntarily submit information for re-examination at any time.

6.3 Special Re-examinations

When it is not possible to estimate adjusted family income with a reasonable degree of accuracy at the time of admission or annual re-examination, a temporary determination will be made with respect to income and rent and a special re-examination will be scheduled. Such special re-examinations will be scheduled at the Executive Director's



COMANCHE NATION HOUSING AUTHORITY HOUSING PROGRAM POLICIES



discretion. The tenant will be notified in advance, in writing, regarding the date of the special re-examination.

6.4 Re-examination Procedures

- A. Increases in monthly payments, which result from regularly scheduled re-examinations, are effective the first day of the second month after the re-examination.
- B. Decreases in monthly payments will become effective on the first day of the first month following the re-examination.
- C. If a tenant fails to provide income information promptly, changes in monthly payments due to re-examination may be made retroactive to the proper effective date.

6.5 Re-examination Follow-up

- A. If there is any change in the rent, the Housing Authority will promptly mail or deliver a "Notice of Rent Adjustment" to the tenant.
- B. As a part of the record of each family re-examined, the Executive Director or authorized employee will certify to the determination in the space provided on the application for continued occupancy.

6.6 Inspections

A. *Annual inspections*

1. The CNHA shall provide the tenant with written notification of the scheduled inspection at least 10 days prior to the date of the inspection. The notice shall state that the inspection is a requirement of the lease agreement and give the date and time of the inspection.
2. The CNHA shall conduct a thorough inspection of the interior and exterior of the unit. The tenant shall sign the inspection report, which contains the results of the inspection.
3. If the inspection reveals any deficiencies in the condition of the unit, the tenant shall be given 14 days to correct the deficiencies, at which time a follow-up inspection shall be scheduled.
4. The CNHA shall conduct a follow-up inspection to determine if the deficiencies have been corrected. The tenant shall be notified and given the opportunity to be present at the inspection. If the tenant has not corrected the deficiencies, the



COMANCHE NATION HOUSING AUTHORITY HOUSING PROGRAM POLICIES



CNHA may terminate the lease in accordance with the terms of the lease agreement and CNHA Policy or perform the necessary work and charge the tenant's account. Recurring unacceptable inspections will result in the termination of the lease agreement.

B. *Special inspections*

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

6.7 Rules of Occupancy

- A. *Principal residence.* As a condition of occupancy, tenants are required to use the unit as a principal residence, except for Housing Authority approved temporary absences.
- B. *Determination of abandoned unit.* A unit which has been unoccupied for a period of 14 consecutive days or more without written notification to the CNHA or essential utilities have been disconnected making the premises untenable, may be determined to be abandoned and in breach of the agreement.
- C. *Business use.* The use of the residence for operation of a business may be approved by the CNHA under the following conditions. The operation of a business must be essential for the well being of the family or for the family to meet its obligation under the agreement. The operation of the business should not negatively impact the neighborhood or surrounding community and shall abide by all city and county ordinances. A request to operate a business out of the home shall be made in writing. A decision on the request shall be made within 14 days of the date of the request. A denial is subject to the CNHA's grievance procedure.
- D. *Modifications.* No tenant shall make any modifications or additions to the unit unless approved by the CNHA. A request for modification shall be made in writing, and provide detailed information regarding the proposed change (e.g. plans/specifications). If the resident is in full compliance with the terms of the lease agreement, the CNHA may approve the request. Modifications which are approvable include but are not limited to energy conservation items, permanent fencing, and cosmetic interior items. All cost and expenses incurred by the resident in making modifications shall be solely the responsibility of the participant resident.
- E. *Damage to property.* Residents shall refrain from damaging, defacing, vandalizing, destroying or removing any part of the unit, neighborhood, and community including all public and CNHA owned property. The head of household and spouse are responsible for all family members, residents and guests of their homes/units.



COMANCHE NATION HOUSING AUTHORITY HOUSING PROGRAM POLICIES



- F. *Public disturbance.* Residents shall not engage in unlawful activities or activities which cause a disturbance to neighbors and the surrounding community. The CNHA shall maintain a record of all written resident complaints. Residents shall maintain compliance with CNHA lease agreement and these Policies in compliance with Title II section 207 (a) leases.
- G. *Responsibility to provide utilities.* It is generally the responsibility of the resident to provide all utilities for the unit including all deposits. Some residents may be eligible for utility reimbursement depending upon adjusted income.
- H. *Payments/Rent.* All resident rent payments are due on the first day of the month without billing/prior notice, in accordance with the CNHA Collection Policy. All payments are to be made at the CNHA office located at 402 SE F Avenue, Lawton, OK 73501. Cashier's checks and money orders are the only acceptable means of payment. The Housing Authority may also allow tenants to make payments through ACH deposits.
- I. *Maintenance/appearance of the unit and property.* The residents shall provide all maintenance and basic upkeep of the home, keeping it in acceptable condition and free from trash, clutter, and debris (including abandoned or junk cars). The CNHA shall monitor the condition of the unit through periodic inspections and drive-bys. A car must have a valid license plate or it will be considered a junk car and the participant resident will be required to remove it from the property.
- J. *Pet/Animal control.* The resident shall remain in compliance with the local animal control policy/ordinance and any CNHA Policy that has been approved by the Board of Commissioners.
- K. *Requirements to list occupants.* The resident is required to list all occupants of the unit on the family's admission form/record/application for continued occupancy. Any visitors who remain for an extended period (more than 30 days) are subject to inclusion on the family's official record.
- L. *Participant responsibility for children and guests.* The resident (head or spouse) is responsible for all of the occupants, guests, and children of the unit and may be held accountable for their actions.
- M. *Inspections.* The tenant shall permit the CNHA to periodically inspect the unit and grounds.
- N. *Counseling.* The participant resident is required to attend all mandatory counseling sessions scheduled by the CNHA. The resident may be required to attend individual counseling sessions as a condition of continued occupancy.
- O. *Prohibition of illegal drug activities.* Any conviction (including "no contest" pleas) for a drug related criminal activity shall be grounds for immediate termination in accordance with the lease agreement and this policy.



COMANCHE NATION HOUSING AUTHORITY HOUSING PROGRAM POLICIES



- P. *Insurance.* The CNHA shall provide required insurance on the unit structure including fire and extended coverage. The resident will have to secure his/her own insurance for personal property and contents. It is the tenant's responsibility to immediately report all damages to the unit so claims can be processed in a timely manner.
- Q. *Re-certification.* The resident is required to update relevant information regarding income, family composition, rent calculations, etc. on a periodic basis in accordance with the lease agreement and this policy.
- R. *Prohibition of subleasing without prior approval.* The resident shall not take in boarders or otherwise sublet the unit.
- S. *Prohibition of alcohol and drug abuse.* The Housing Management Specialist or other CNHA employee working with the resident shall have the responsibility of reviewing the lease agreement with the participant in regard to drug and alcohol abuse/activities. Any and all such prohibition provisions shall be read to the participant. The reviewer should require the participant to initial those provisions relating to drug and alcohol abuse/activities after assuring that the participant understands and agrees to comply with the same.
- T. *Other responsibilities/obligations under the agreement(s).* The resident is responsible for complying with all other responsibilities/obligations stated in the lease.



COMANCHE NATION HOUSING AUTHORITY HOUSING PROGRAM POLICIES



Chapter 7 - Low Rent Transfer Policy

7.1 Policy Statement

This policy will apply to all Low Rent participants in the Housing Authority's low income rental programs.

7.2 Transfer Conditions

- A. The family composition is such that it does not match the size of the unit currently occupied by the renter.
- B. The family has a verifiable medical need to transfer to unit that best meets their need.
- C. The Housing Authority may initiate a transfer when the conditions warrant such transfers.

7.3 Procedures for Requesting a Transfer

- A. The renter will make their request in writing to the Executive Director stating why a transfer is necessary. The renter shall be responsible for furnishing the required support documents.
- B. The request shall include the name of the renter and other occupants in the unit.
- C. The Housing Authority shall furnish a Transfer Request form.



COMANCHE NATION HOUSING AUTHORITY HOUSING PROGRAM POLICIES



Homeownership (Non-MH) Admission & Occupancy Policies

Homeownership Program Overview

The Comanche Nation Housing Authority, hereafter referred to as the Housing Authority, has established these policies to provide direction and governance for the operation of the Housing Authority homeownership programs when providing housing services to eligible families and individuals served by the Comanche Nation. The homeownership program policies have been developed to ensure that the Housing Authority will apply a fair and equitable process in the determination of eligibility for the families and individuals making application for housing. To do so, the families or individuals must, at a minimum, adhere to the application process, provide information as requested, be aware that all information is verified, meet HUD and Comanche Nation tribal criteria, and upon selection continue to meet program requirements.

The Housing Authority homeownership programs comply with following laws:

- A. The requirements of the Age Discrimination Act of 1975 (42 U.S.C 6101-6107) and HUD's implementing regulations in 24 CFR 146.
- B. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and HUD's Regulations at 24 CFR Part 8.
- C. Title VI of the Civil Rights Act of 1964 (U.S.C. 2000d) and Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.). In the event the Housing Authority takes action under section 201(b) of NAHASDA, Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968 will not apply.
- D. The Native American Housing Assistance and Self-Determination Act of 1996.
- E. The Oklahoma Residential Landlord; Tenant Act (Title 41 Okla. Statute Section 101 et seq.)
- F. In the event of a conflict between these Housing Program Policies and a dwelling lease, lease purchase agreement or mutual help occupancy agreement, the Housing Program Policies shall control.



COMANCHE NATION HOUSING AUTHORITY

HOUSING PROGRAM POLICIES



Chapter 8 - Conditions Governing Eligibility

8.1 Eligibility for Admission

Eligibility for admission to Housing Authority's homeownership programs is limited to those applicants:

- A. Who are:
 - 1. An enrolled Comanche Nation Tribal member, 18 years of age or older (head or spouse) as required by the Comanche Nation Constitution; or
 - 2. Indian families whose head of household or spouse is an enrolled member, 18 years of age or older of a federally recognized tribe; and
- B. Who qualify as a family. For the purpose of determining eligibility a family includes a family with or without children, an elderly family, a near-elderly family, a disabled family, and a single person.
- C. Whose family income (including income generated from assets) at the time of admission, does not exceed the appropriate income limits as published by the Department of Housing and Urban Development, which are posted at the Housing Authority office.
- D. Whose annual family income is not less than \$ 32,500 per year.
- E. Who furnish Social Security cards, driver's licenses or valid government ID, birth certificates or Tribal ID's (if applicable) for all persons living or expected to be living in the household.
- F. Who do not owe any money to the Housing Authority or any other public housing agency. Payments in full must be verified by the housing agency that was owed the debt.

8.2 Processing Applications

Families or individuals seeking housing must submit a completed Homeownership Program Application with the Housing Authority. Only those families or individuals that have filed an application will receive consideration for participation in the program upon being determined eligible. Written requests for housing will not be acceptable as a form of application. Consideration for acceptance into the homeownership programs can only be given after review and verification of all required information, as indicated on the application form.



COMANCHE NATION HOUSING AUTHORITY HOUSING PROGRAM POLICIES



- A. A written application signed by the head of household or spouse, in the head of household's absence, must be obtained from each family seeking admission to the program.
- B. All information relative to previous housing, annual family income, net assets and preference rating will be verified and all verified information will be documented and recorded in the applicant's folder.
- C. Verified information will be analyzed and a determination will be made with respect to the following:
 1. Eligibility of applicant as a family.
 2. Eligibility of applicant with respect to income limits for admission.
 3. Size of unit required for the family.
 4. Preference category or categories to which the family belongs.
 5. The applicant (head or spouse) does not owe any debt to the CNHA.
- D. Admission restrictions include the denial of participation for;
 1. Committing fraud in connection with any HUD program, or failing to disclose previously committed fraud in connection with any HUD program.
 2. Providing false information on the application.
 3. Unsuitable past performance as a tenant or homeowner such as a previous eviction for non-payment of rent, breach of lease or use of government assisted unit for illegal purposes. Other than owing past due rent or house payments, reasons for unsuitability such as breach of lease will be considered as incidents that have occurred in the past three years.
 4. Documented history of drug or criminal behavior or other acts that would adversely affect the health, safety, and welfare of other residents.
 5. Refusing or failing to complete and sign required forms or supply requested information.
 6. Applicants who appear on HUD's list of suspensions and limited denials of participation.
 7. Misrepresentation of family composition.
- E. As a part of the application record the Executive Director or other authorized employee of the Housing Authority will certify to the actions taken and determination made in the space provided on the application form.
- F. All applicants will be listed on the waiting list, by bedroom size, as they are received and found to be eligible for admission.



COMANCHE NATION HOUSING AUTHORITY HOUSING PROGRAM POLICIES



- G. The waiting list will be reviewed periodically and updated at least monthly. Upon completing this review non-current applications will be removed and the applicant notified.

8.3 Unit Assignment

When a unit becomes available the next eligible family on the waiting list that meets all eligibility criteria will be notified of the vacancy. The family will be given five (5) working days to accept or reject the unit. If the family fails to respond within this timeframe or rejects the unit they will maintain their position on the waiting list and the next eligible family will be notified and given the same opportunity to accept or reject the unit. The family that rejected the unit the first time will be given one more opportunity to accept or reject the next available unit. If they reject both offers, this will constitute two refusals and the family will be moved to the bottom of the waiting list. The date of the final refusal or failure to respond will become their new application date.

The Lease Purchase Program does not have a family size to number of bedrooms per unit standard. Families selected for this program will be purchasing the unit over the term of the agreement which in most cases will be for a period of up to thirty (30) years. Family growth cannot be anticipated at the time of signing of the agreement.

8.4 Homeownership Agreements

- A. Homeownership agreements shall be signed by the head of household prior to actual admission.
- B. If a resident is currently residing in a rental unit, they will not be admitted to the homeownership program unless all obligations under the current program have been met.
- C. Units can only be transferred (head of household designation) to another family member pursuant to the provisions of the homebuyer agreement and program guidelines.
- D. If a family dissolves or changes composition, to the greatest extent feasible, the unit will be awarded to the remaining portion of the family that meets all eligibility and program requirements, with Comanche Nation Tribal members and then other Native Americans preferred.
- E. If any changes of a homeownership agreement become necessary, one or more of the following actions will be taken:
 - 1. A new agreement will be executed;



COMANCHE NATION HOUSING AUTHORITY HOUSING PROGRAM POLICIES



2. An appropriate amendment will be prepared and made a part of the existing agreement; or
3. Appropriate insertions, dated and signed or initialed by the homebuyer and Executive Director or authorized employee, will be made within the instrument.



COMANCHE NATION HOUSING AUTHORITY

HOUSING PROGRAM POLICIES



Chapter 9 - Waiting List Management Policy for the Homeownership Program

9.1 Policy Statement

Pursuant to the Native American Housing Assistance and Self-Determination Act of 1996 (“NAHASDA”), the Comanche Nation Housing Authority (the “Housing Authority”) shall maintain a written waiting list for all eligible applicants who have applied for a specific housing program. The Housing Authority administers the Homeownership Program for eligible Native American families. Each housing program has separate waiting lists.

It is the policy of the Housing Authority to allow applicants to apply for more than one program. If they are eligible for multiple programs they shall be placed on all applicable waiting lists. Applicants that have provided all the required information, and are found to be eligible after third party verification, will be placed on the appropriate waiting list. Incomplete applications will not be accepted. Applicants that are not eligible will be notified of the reasons for ineligibility for participation in the Housing Authority low-income housing programs.

9.2 Eligible Applicants

For each applicant found to be eligible for admission, the Housing Authority shall establish a file containing, at a minimum, the following information:

- A. Application information required;
 - 1. Income and assets (if applicable)
 - 2. Family size and composition
 - 3. Age of family members
 - 4. Social Security Numbers
 - 5. Urgency of need statement, if applicable
 - 6. Comanche Nation or other tribal enrollment documentation (head or spouse)
 - 7. Claim of disability, if applicable
 - 8. Evidence of student status, if applicable
- B. Income and Family Composition Verification Documents;
 - 1. Copy of the Housing Authority’s Notification of Eligibility; and
 - 2. General Correspondence.



COMANCHE NATION HOUSING AUTHORITY HOUSING PROGRAM POLICIES



9.3 Unsuitable Applicants

It is the goal for the Housing Authority to provide “decent, safe, and sanitary housing” for residents and homebuyers. Having individuals and families that have the potential to be good homebuyers is essential for the well-being of all communities where the Housing Authority provides low-income housing projects. The list of reasons for denial of participation is listed as follows:

- A. Committing fraud in connection with any U.S. Department of Housing and Urban Development (“HUD”) program, or failing to disclose previously committed fraud in connection with any HUD program.
- B. Providing false information on the application.
- C. Unsuitability. Unsuitable past performance as a tenant or homeowner such as for example, but not limited to, previous eviction for non-payment of rent, breach of lease or use of government assisted unit for illegal purposes. Other than owing past due rent or house payments, reasons for unsuitability will be considered as incidents that have occurred within the last three years prior to the date of the application.
- D. Documented history of drug or criminal behavior or other acts that would adversely affect the health, safety, and welfare of other residents as determined at the sole discretion of the Housing Authority. Such acts include, but are not limited to, felony convictions within the last ten years prior to the date of the application. Applicants with such a felony conviction more than ten years prior to the date of the application will be considered on a case-by-case basis.
- E. Refusing or failing to complete or sign required forms or supply requested information.
- F. Applicants who appear on HUD’s list of suspensions, and limited denials of participation.
- G. Misrepresentation of family composition.
- H. Past unacceptable behavior as a tenant as determined by a background check and at the discretion of the Housing Authority. The background check shall be used to determine if the proposed tenant conducted himself/herself in a manner that was detrimental to neighbors or the community. History such as criminal activity, particularly crimes involving physical violence, drug abuse, or sexual crimes shall be reviewed.
- I. Applicant’s history and record of maintaining a residence.



COMANCHE NATION HOUSING AUTHORITY HOUSING PROGRAM POLICIES



9.4 Management of Waiting Lists

- A. The waiting lists will be updated on at least a monthly basis. Eligible applicants will be listed on the waiting list with basic characteristics such as family size, preferred location(s), preferred number of bedrooms, preference group and submission date.
- B. Each applicant will be responsible for keeping the Housing Authority informed as to any changes regarding their current address and contact information. Failure to update contact information every 12 months will be grounds for removal from the waiting list.
- C. The Housing Authority will re-verify each applicant's eligibility based on the updated information at the time they are selected for an available unit. The applicant must be eligible at the time of admission.
- D. If the number of applications reaches the point where it does not appear that units will be available within a reasonable time frame, the Housing Authority may discontinue accepting applications until further notice.
- E. When the waiting list is reopened, the Housing Authority shall, by public notice, announce that applications are again being taken for its housing programs.
- F. The waiting lists are organized utilizing the following criteria:
 - 1. Selection preferences as outlined.
 - 2. Submission date within the Preference/Priority Group.



COMANCHE NATION HOUSING AUTHORITY HOUSING PROGRAM POLICIES



Chapter 10 - Selection of Homeownership NAHASDA, Tribal Housing and Lease Purchase Program Participants

10.1 Policy Statement

This policy shall apply to those homebuyers that are selected to participate in the homeownership programs operated by the Housing Authority after October 26, 1996. These homeownership programs may be modeled after the 1937 Housing Act Mutual Help (MH) Program. This policy shall apply to new construction as well as existing unit acquisitions/purchases.

10.2 Selection of Eligible Families

Upon a unit becoming available, the CNHA shall review the waiting list to determine the applicant to be placed, based upon the TDHA's tribal preference, and the date of application. The potential placement family will then be offered the unit and will be required to respond in accordance with this policy.

10.3 Notification of Applicants

A. Selected Families

The Housing Authority will provide each family selected to participate in a homeownership program with a written Notice of Selection that includes:

1. Site location;
2. Date and time of Homeownership Occupancy Agreement (HOA) execution;
3. Name of person(s) who must execute the HOA;
4. Total purchase price and down payment requirement (0.5% of total purchase price);
5. For new construction, estimated completion date; and
6. Instructions regarding acceptance/rejection of offer.

Please note, the Notice of Selection is not a contract and does not constitute a legal obligation to the homebuyer.



COMANCHE NATION HOUSING AUTHORITY HOUSING PROGRAM POLICIES



10.4 Participant's Move-In Meeting

- A. Prior to occupying a homeownership unit, the family, accompanied by Housing Authority staff will complete a Move-In Inspection to record the condition of the home. The Housing Authority shall maintain a record of the inspection.
- B. In addition to participating in homeownership counseling activities, a family must, prior to occupying the unit, attend a Participant's Move-In Meeting with Housing Authority staff.
- C. The Participant's Move-In Meeting shall include a review of the selected family's responsibilities as a homebuyer.
- D. Prior to actual move-in, the family shall complete and sign a financial statement and provide current income verification and other data to the Housing Authority. This requirement is necessary to assure that the participant is still eligible for the program and inform the Housing Authority of any changes in family status.

10.5 Verification of Information

As with most homebuyer programs, it is necessary for the Housing Authority to verify all required information at the time of application and prior to the homebuyer occupying the unit. Changes in income or family status can affect eligibility in either a positive or negative manner. It is the responsibility of the Housing Authority to assure that the awarding of the unit is appropriate and in compliance with federal regulations and Housing Authority policies. The following verifications are required:

- A. All information provided by applicants and selected families will be verified. Applicants must provide proof of their statements when requested to do so by the Housing Authority.
- B. Degree of Indian Blood and tribal enrollment.
- C. Family composition.
- D. Income verified through employers or other appropriate sources at the time of application and again prior to admission to the program.

10.6 Failure or Refusal to Provide Required Information

If a family either fails or refuses to cooperate with the Housing Authority by not providing required information within 10 working days of a request, they will not be certified as eligible for the program and removed from further consideration. If the failure is through no fault of their own, the CNHA may allow more time. The applicant will be so notified and the Housing Authority will then consider the next eligible family on the waiting list.



COMANCHE NATION HOUSING AUTHORITY HOUSING PROGRAM POLICIES



Chapter 11 - Establishing House Payments for the Mutual Help and Homeownership Program

11.1 Required Payments

For the MH Program, housing payments shall be based on 15 percent of adjusted monthly income but may not be less than the monthly administrative fee or more than the administrative fee plus monthly debt service. For all other homeownership programs, monthly payments shall be established in accordance with program requirements but shall not exceed 30 percent of adjusted monthly income if the unit is in any way assisted with Native American Housing Assistance and Self-Determination Act (NAHASDA) Indian Housing Block Grant funds. The CNHA shall utilize all NAHASDA statutory adjustments/deductions stated in Chapter 4 as well as other deductions approved by the BOC. Payments are also subject to utility allowances as defined below (See 8.2).

11.2 Utility Allowance (UA)

The CNHA has determined that utility allowances shall be provided in accordance with the following table:

3BR = \$147

4BR = \$163

For MH, the applicable UA will be deducted from 15% of the monthly adjusted income to determine the required monthly payment, subject to administrative fee and maximum payment requirements.

11.3 Required Payment for other Homeownership Programs

Housing payments shall be based upon 25% of adjusted monthly income less the applicable utility allowance.

11.4 Purchase Price Determination

The CNHA shall determine purchase price through utilization of an appraisal by a qualified professional appraiser. The purchase price shall then be set by the Executive Director or designee of the CNHA based on the appraised value.



COMANCHE NATION HOUSING AUTHORITY HOUSING PROGRAM POLICIES



11.5 Term of Payoff

The term of the MHOA is set at 25 years or until such time as the MEPA and Mutual Help contribution (reserve) equal the unamortized balance left on the home. For other Homeownership Programs, the payoff term is limited to 25 years. The home may be paid off sooner based upon the family's monthly payment amount. However, if the family otherwise satisfies all of its requirements under the Agreement, any remaining balance owed on the home shall be forgiven after 25 years or 300 months. A reasonable amount for settlement and conveyance costs may be charged to the homebuyer in addition to the purchase price.

11.6 Monthly Equity Payment Account (MEPA)

In the MH Program, if the monthly house payment exceeds the administrative fee, the amount of the excess shall be credited to the homebuyer's Monthly Equity Payment Account (MEPA).

11.7 Administrative Use of MEPA

Upon conveyance of a paid off unit, any MEPA left in the homebuyer's account will become proceeds of sale and remain with the Housing Authority to be used for affordable housing activities, economic development or community improvement projects.

11.8 Maximum House Payment

In the MH Program, the maximum payment shall be the sum of the monthly debt service on the unit plus the administrative charge/fee. For other Homeownership Programs, the maximum payment shall be equal to the total purchase price amortized for up to 30 years depending upon the length of the home ownership agreement (at the applicable interest rate if any to be charged).



COMANCHE NATION HOUSING AUTHORITY HOUSING PROGRAM POLICIES



Chapter 12 - Eligibility for Continued Occupancy, Periodic Re-Examination for Homeownership Programs

12.1 Eligibility for Continued Occupancy

In order to continue to participate in all homeownership programs, the homebuyer must continue to meet the following requirements of the program.

- A. The homebuyer and/or members of his/her household and visitors must comply with all laws affecting the use and occupancy of the premises.
- B. The homebuyer must make house payments promptly on the first day of the month.
- C. The homebuyer shall keep the premises in a clean, safe and sanitary condition.
- D. The homebuyer may not sell or sublease the house, take in any boarders, or use the house or grounds as a place of business without the written permission of the Housing Authority.
- E. The homebuyer may not make any structural changes to the house or grounds unless the Housing Authority grants permission.
- F. The homebuyer is responsible for notifying the Housing Authority as promptly as possible of any fire or weather damage to the unit and of any substantial maintenance need that he/she is unable to perform.
- G. The homebuyer must abide by all conditions of the Homeownership and Occupancy Agreement.

12.2 Periodic Re-examinations

At least once every 12 months the income and family composition of all Homeownership occupants, with the exception of Mutual help homebuyers who are in compliance with their MHOA, will be re-examined and monthly payments adjusted accordingly. The participants may voluntarily submit information for re-examination at any time.

12.3 Special Re-examinations

When it is not possible to estimate adjusted family income with a reasonable degree of accuracy at the time of admission or annual re-examination, a temporary determination will be made with respect to income and a special re-examination will be scheduled. Such special re-examinations will be scheduled at the Executive Director's discretion.



COMANCHE NATION HOUSING AUTHORITY HOUSING PROGRAM POLICIES



The homebuyer will be notified in advance, in writing, regarding the date of the special re-examination.

12.4 Re-examination Procedures

- A. Increases in monthly payments, which result from regularly scheduled re-examinations, are effective the first day of the second month after the re-examination.
- B. Decreases in monthly payments will become effective on the first day of the first month following the re-examination.
- C. If a homebuyer fails to provide income information promptly, changes in monthly payments due to re-examination may be made retroactive to the proper effective date.

12.5 Re-examination Follow-up

- A. If there is any change in the house payment, the Housing Authority will promptly mail or deliver a "Notice of House Payment Adjustment" to the homebuyer.
- B. As a part of the record of each family re-examined, the Executive Director or authorized employee will certify to the determination in the space provided on the application for continued occupancy.

12.6 Inspections

- A. *Annual inspections.*
 - 1. The CNHA shall provide the homebuyer with written notification of the scheduled inspection at least 10 days prior to the date of the inspection. The notice shall state that the inspection is a requirement of the homeowner agreement and give the date and time of the inspection.
 - 2. The CNHA shall conduct a thorough inspection of the interior and exterior of the home. The homebuyer shall sign the inspection report, which contains the results of the inspection.
 - 3. If the inspection reveals any deficiencies in the condition of the home. The homebuyer shall be given 14 days to correct the deficiencies, at which time a follow-up inspection shall be scheduled.
 - 4. The CNHA shall conduct a follow-up inspection to determine if the deficiencies have been corrected. The homebuyer shall be notified and given the opportunity to be present at the inspection. If the homebuyer has not corrected the



COMANCHE NATION HOUSING AUTHORITY HOUSING PROGRAM POLICIES



deficiencies, the CNHA may terminate the homebuyer agreement in accordance with the terms of the applicable agreement and CNHA Policy or perform the necessary work and charge the homebuyer's account. Recurring unacceptable inspections will result in the termination of the applicable agreement.

B. Special inspections.

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

12.7 Rules of Occupancy

- A. *Principal residence.* As a condition of occupancy, homebuyers are required to use the home as a principal residence, except for Housing Authority approved temporary absences.
- B. *Determination of abandoned unit.* A home which has been unoccupied for a period of 14 consecutive days or more without written notification to the CNHA or essential utilities have been disconnected making the premises untenable, may be determined to be abandoned and in breach of the agreement.
- C. *Business use.* The use of the residence for operation of a business may be approved by the CNHA under the following conditions. The operation of a business must be essential for the wellbeing of the family or for the family to meet its obligation under the agreement. The operation of the business should not negatively impact the neighborhood or surrounding community and shall abide by all city and county ordinances. A request to operate a business out of the home shall be made in writing. A decision on the request shall be made within 14 days of the date of the request. A denial is subject to the CNHA's grievance procedure.
- D. *Modifications.* No homebuyer shall make any modifications or additions to the unit unless approved by the CNHA. A request for modification shall be made in writing, and provide detailed information regarding the proposed change (e.g. plans/specifications). If the resident is in full compliance with the terms of the agreement, the CNHA may approve the request. Modifications which are approvable include but are not limited to energy conservation items, permanent fencing, and cosmetic interior items. All cost and expenses incurred by the resident in making modifications shall be solely the responsibility of the participant resident.
- E. *Damage to property.* Residents shall refrain from damaging, defacing, vandalizing, destroying or removing any part of the unit, neighborhood, and community including all public and CNHA owned property. The head of household and spouse are responsible for all family members, residents and guests of their homes.



COMANCHE NATION HOUSING AUTHORITY HOUSING PROGRAM POLICIES



- F. *Public disturbance.* Residents shall not engage in unlawful activities or activities which cause a disturbance to neighbors and the surrounding community. The CNHA shall maintain a record of all written resident complaints. Residents shall maintain compliance with CNHA home ownership agreements and these Policies in compliance with Title II section 207 (a) leases.
- G. *Responsibility to provide utilities.* It is generally the responsibility of the resident to provide all utilities for the unit including all deposits. Some residents may be eligible for utility reimbursement depending upon adjusted income.
- H. *Payments/Rent.* All resident payments are due on the first day of the month without billing/prior notice, in accordance with the CNHA Collection Policy. All payments are to be made at the CNHA office located at 402 SE F Avenue, Lawton, OK 73501. Cashier's checks and money orders are the only acceptable means of payment. The Housing Authority may also allow tenants to make payments through ACH deposits.
- I. *Maintenance/appearance of the home and property.* The residents shall provide all maintenance and basic upkeep of the home, keeping it in acceptable condition and free from trash, clutter, and debris (including abandoned or junk cars). The CNHA shall monitor the condition of the unit through periodic inspections and drive-bys. A car must have a valid license plate or it will be considered a junk car and the participant resident will be required to remove it from the property.
- J. *Pet/Animal control.* The resident shall remain in compliance with the local animal control policy/ordinance and any CNHA Policy that has been approved by the Board of Commissioners.
- K. *Requirements to list occupants.* The resident is required to list all occupants of the unit on the family's admission form/record/application for continued occupancy. Any visitors who remain for an extended period (more than 30 days) are subject to inclusion on the family's official record.
- L. *Participant responsibility for children and guests.* The resident (head or spouse) is responsible for all of the occupants, guests, and children of the home and may be held accountable for their actions.
- M. *Inspections.* The homebuyer shall permit the CNHA to periodically inspect the unit and grounds.
- N. *Counseling.* The participant resident is required to attend all mandatory counseling sessions scheduled by the CNHA. The resident may be required to attend individual counseling sessions as a condition of continued occupancy.
- O. *Prohibition of illegal drug activities.* Any conviction (including "no contest" pleas) for a drug related criminal activity shall be grounds for immediate termination in accordance with the agreement and this policy.



COMANCHE NATION HOUSING AUTHORITY HOUSING PROGRAM POLICIES



- P. *Insurance.* The CNHA shall provide required insurance on the unit structure including fire and extended coverage. The resident will have to secure his/her own insurance for personal property and contents. It is the homebuyer's responsibility to immediately report all damages to the unit so claims can be processed in a timely manner.
- Q. *Re-certification.* The resident is required to update relevant information Regarding income, family composition, payment calculations, etc. on a periodic basis in accordance with the agreement and this policy.
- R. *Prohibition of subleasing without prior approval.* The resident shall not take in boarders or otherwise sublet the unit without prior approval by the CNHA.
- S. *Prohibition of alcohol and drug abuse.* The Housing Management Specialist or other CNHA employee working with the resident shall have the responsibility of reviewing the applicable agreement with the participant in regard to drug and alcohol abuse/activities. Any and all such prohibition provisions shall be read to the participant. The reviewer should require the participant to initial those provisions relating to drug and alcohol abuse/activities after assuring that the participant understands and agrees to comply with the same.
- T. *Other responsibilities/obligations under the agreement(s).* The resident is responsible for complying with all other responsibilities/obligations stated in the homebuyer agreement/lease.



COMANCHE NATION HOUSING AUTHORITY HOUSING PROGRAM POLICIES



Chapter 13 - MEPA Use Policy for the Mutual Help Program

13.1 Policy Statement

This policy shall apply to all Mutual Help units developed under the 1937 Housing Act.

13.2 Definitions

Monthly Equity Payment Account (MEPA) is an account set up for homebuyers whose required monthly payments exceed the administrative fee. Funds from this account may be used for routine maintenance, betterments and/or additions. The homebuyer will not be allowed to use MEPA funds for luxury items, as determined by the Housing Authority. Each request will be considered on a case-by-case basis.

Betterments are any improvements made to the home or grounds that do not result in additional square footage.

Additions are any improvement made to the home that will result in additional square footage. Any request from a homebuyer to make additions or structural changes to the home shall be submitted to the Housing Authority in writing with a drawing of the proposed change(s) for approval.

13.3 MEPA Use Approval Process

The homebuyer must be in compliance with their Mutual Help and Occupancy Agreement (MHOA) in order to use MEPA funds. The use of MEPA funds to bring delinquent house payments current is allowable as defined in the MHOA. The Executive Director or his/her designee shall approve the use of MEPA funds. The Housing Authority will require the following documentation:

- A. A written request to use MEPA funds.
- B. A statement from the homebuyer authorizing the Housing Authority to expend funds from the homebuyer's MEPA for approved activities.
- C. An itemized cost estimate for the work to be performed.
- D. A vendor's cost estimate for materials to be purchased.
- E. Name of certified contractor who will perform the work.
- F. Contractor's plans and specifications, if a contractor is being hired to perform the work.
- G. All receipts or itemized invoices for expenses incurred upon completion of the work.



COMANCHE NATION HOUSING AUTHORITY HOUSING PROGRAM POLICIES



13.4 Allowable MEPA Uses

- A. Disabled access conversion/rehabilitation of homes for disabled use, i.e., bathroom(s), doorways, entrance ramps, etc.
- B. Repairs and/or replacements with priority on those items that have been identified in a home inspection. In all cases, if a condition exists that would create a hazard to the life, health, or safety of the occupant, or serious damage to the property, these items should override all other requests.
- C. Improvements such as installation of carpet, upgrade of windows, cabinets, doors, lighting and plumbing fixtures, electrical, insulation, wood stoves, fencing, lawn sod, or other items as determined by the Housing Authority.
- D. Replacement of appliances such as kitchen stoves, refrigerators, water heaters, and other items as determined by the Housing Authority.
- E. Delinquent monthly administrative fees in accordance with MHOA provisions.

13.5 Unallowable MEPA Uses

MEPA funds shall not be used for luxury items as determined by the Housing Authority (such as, but not limited to; hot tub, spas, swimming pools, electronic equipment, or household furniture) or other uses not specifically allowed under Section 10.4.

13.6 Payment for Materials, Construction Costs and/or Contractor Services

- A. The Housing Authority will make direct payment to the party performing the work or to the vendor when materials are purchased using the Housing Authority Purchase Order System. **At no time will payments be made directly to the homebuyer for any material or contractor invoices unless approved by the Executive Director.**
- B. For the construction of additions or major improvements, payments may be processed in two phases.
 - 1) Partial payment when the cost of material or labor is submitted.
 - 2) Final payment upon completion of work, final inspection, and acceptance of the work by the homebuyer.

13.7 Inspections

For construction of additions or structural changes, the Housing Authority will conduct an interim inspection and, upon completion of the project, a final inspection will be done prior to final payment.



COMANCHE NATION HOUSING AUTHORITY HOUSING PROGRAM POLICIES



13.8 Repayment

Homebuyers will not be required to repay MEPA funds used in accordance with this policy.



COMANCHE NATION HOUSING AUTHORITY HOUSING PROGRAM POLICIES



Chapter 14 - Sub-lease Policy for the Mutual Help Program

14.1 Policy Statement

This policy will apply to all Mutual Help units developed under the 1937 Housing Act as well as those units developed or purchased with Native American Housing Assistance and Self-Determination Act funds.

14.2 Subleasing Conditions

- A. Loss of income that necessitates a temporary family move to locate employment. Proof of this situation must be presented to the Executive Director and the Board of Commissioners.
- B. Illness of the homebuyer or a member of his/her immediate household, i.e., wife, son, daughter or a parent who resides in the household and whose name appears on the application form. Such illness may require temporary relocation to be near medical facilities, specialists, Indian Health Service Hospitals, etc. A Doctor's statement must accompany the request to sub-lease and must be presented to the Executive Director and Board of Commissioners.
- C. Temporary subleasing may be requested in the event the head of household is required by the U.S. Government to fulfill a military obligation that was not foreseen at the time of initial occupancy. Proof of military draft or mobilization must be presented to the Executive Director and Board of Commissioners.
- D. Education for the purpose of future advancement of family income and living conditions. Proof of education grants or acceptance for education or training by an institution of higher learning must be presented to the Executive Director and Board of Commissioners.
- E. Any other reason that the Board of Commissioners deems justifiable.

14.3 Procedures for Requesting a Sublease

- A. Upon notification, the Executive Director shall request supporting documentation for the sublease. The homebuyer shall be responsible for furnishing the required support documents.
- B. The request shall include the name of the sub-lessee. The sub-lessee shall be required to complete an application for housing assistance and qualify for the homeownership program. The house payment shall be based on the income of the homebuyer not the sub-lessee.



COMANCHE NATION HOUSING AUTHORITY HOUSING PROGRAM POLICIES



- C. The Housing Authority shall furnish a sub-lease agreement.
- D. The completed sublease request shall be approved by the Executive Director.

14.4 Sublease Period

Subleases shall be for no more than twelve (12) months. Subleases will only be extended past twelve (12) months for valid reasons as determined by the Executive Director. Final approval of further extensions must be made by the Board of Commissioners. Any decision rendered by the Board of Commissioners shall be final.

14.5 Prohibitions

- A. At no time shall a Homebuyer sublease his/her home for profit or monetary gain.
- B. Payments made on the home by the sub-lessee shall be made, in their entirety, to the Housing Authority and the sub-lessee shall not pay anything in excess of the house payment, based on the homebuyer's income, directly to the homebuyer. If the sub-lessee fails to pay the monthly required house payment, the delinquent payment will be charged to the Homebuyer's account and shall become a delinquent house payment that will subject the homebuyer to termination of MHOA procedures.
- C. Should the Housing Authority find the prospective sub-lessee unsuitable, such findings shall be documented and the homebuyer shall be required to find another sub-lessee.
- D. This sub-leasing policy shall in no way alter the terms and conditions of the existing Mutual Help and Occupancy Agreement or homeownership agreement. The same terms and conditions of all homebuyer agreements shall be binding on the sub-lessee as well as the homebuyer.



COMANCHE NATION HOUSING AUTHORITY HOUSING PROGRAM POLICIES



Chapter 15 - Collection Policy Affordable Housing Programs

15.1 Policy Statement

The Collection Policy is essential for the effective operation of the Housing Authority and serves several purposes. Rent and homebuyer payments contribute to the financial stability of the Housing Authority and continued maintenance costs associated with the Low Rent program. Homebuyer payments contribute to effective operation of the Mutual Help and other Homeownership Programs and related services.

This policy applies to all affordable housing homeownership and rental programs. All Mutual Help participants that have signed a Mutual Help and Occupancy Policy (MHOA) prior to October 1, 1997, will comply with this policy and the provisions of their MHOA.

15.2 Required Monthly Payment

All monthly payments are due on or before the first (1st) day of each month. The payment is delinquent after the fifth (5th) day of the month.

15.3 Time, Place and Method for Payment

All required monthly payments are to be made as follows:

- A. Each tenant or homebuyer is responsible for making his or her monthly payments directly to the Housing Authority by cashier's check, money order or ACH transfers. If a tenant or homebuyer pays by cashier's check and it is returned for any reason, the tenant or homebuyer will be notified that they have not paid their rent or homebuyer payment. Their tenant ledger will reflect this amount as past due. The tenant or homebuyer will be responsible for any charges from the bank for a returned check.
- B. Rent or homebuyer payments may be made by payroll deduction with the concurrence of the Housing Authority. The tenant or homebuyer is responsible for making the necessary arrangements with their employer to have their payments mailed directly to the Housing Authority. People wishing to utilize this method of payment shall use a payroll deduction form supplied by the Housing Authority.
- C. Tenants or homebuyers that are employed by the Housing Authority may be required to make their monthly payments by payroll deduction. Tenants or homebuyers employed by other Comanche Nation Tribal organizations may have their rent or house payments made by payroll deduction at the option of their employer.



COMANCHE NATION HOUSING AUTHORITY HOUSING PROGRAM POLICIES



- D. Failure to meet financial obligations will result in the account being handled in accordance with the procedures for delinquent accounts. The ability to meet financial obligations is a requirement for continued occupancy.

15.4 Collections Procedures

Rent or homebuyer payments are due and payable on or before the first (1st) day of each month. Payments are considered delinquent after the fifth (5th) day of the month at which time a termination notice will be sent to tenant notifying tenant that the lease will be terminated 30 days from receipt of the notice.

15.5 Notices

- A. The termination notice shall be in written form and shall describe the reason for termination.
- B. Notices required under this policy, the MHOA, the Rental Lease, or other Agreements will be personally served on the homebuyer, tenant, or any responsible adult residing in the household. Service may also be accomplished by certified mail, return receipt requested, properly addressed to the tenant at the property address or posted at the property address.