

Washoe Housing Authority

Rental Program Admission Policies

Chapter 1

Rental Program Overview:

The Washoe Housing Authority, hereafter referred to as the Housing Authority, has established these policies to provide direction and governance for the operation of the Washoe Housing Authority Rental Program when providing housing services to eligible families and individuals served by the Washoe Tribe. 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 Washoe tribal criteria, and upon selection continue to meet program requirements.

The Washoe Housing Authority Rental Program complies with following laws:

1. The requirements of the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and HUD's implementing regulations in 24 CFR 146.
2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and HUD's Regulations at 24 CFR part 8.
3. 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 Washoe 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.
4. The Native American Housing Assistance and Self-Determination Act of 1996.

Conditions Governing Eligibility

Chapter 1

1.1 Eligibility for Admission

To be considered for admission to the Washoe Housing Authority Rental Program, interested individuals or families whose head of household must be twenty-one (21) years of age to file an application must meet the following eligibility requirements.

- A. Eligibility Requirements for applicants who are:
 - 1. At least one-quarter (1/4) degree enrolled Washoe Tribal member, According to Article 2, Section 1, Membership of the Washoe Tribe of Nevada and California Constitution and By Laws (see Appendix 1).
 - 2. An Indian family whose head of household or spouse is an enrolled member of a federally recognized tribe.
 - 3. Are Twenty-one (21) years of age or older.
- 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 as published by the Department of Housing and Urban Development that are posted at the Housing Authority office.
- D. Whose net family assets are not excessive, unless such assets, together with the adjusted income of the family, are not sufficient for it to obtain and maintain adequate accommodations on the private market.
- E. Who furnishes Social Security cards for all persons living, or expected to be living in the household.
- F. Who at the time of submission of their application:
 - 1. are living in dwellings which are unsafe, unsanitary, or overcrowded, or
 - 2. actually without housing due to causes other than the fault of the tenant, or

3. about to be without housing due to causes other than the fault of the tenant, or
4. are to be displaced through action by any public body or court as the result of an improvement program or enforcement of housing standards.

Provided that the requirements contained in this paragraph (F) will not apply to veterans and servicemen and elderly persons or Indian families with respect to units suitable to their needs.

- G. Previous individuals who still owe money to the Housing Authority or to any Indian or Public Housing Agency will not be accepted until the owed monies are paid in full. The payment in full must be verified by the housing agency that was owed the monies.
- H. Who are willing and able to fulfill the obligations set forth in the Rental Lease.

1.2 Order of Preference

First preference shall be given to members of the Washoe Tribe of Nevada and California. As among eligible applicants from the Washoe Tribe and other Native American Indians, the following order of preference will be applied in selecting tenants for admission to units of suitable size within range of specified rents as established by the calculation for rents.

- A. Families displaced through action of public body, or court and/or paying more than 50% of family income for rent.
- B. Families living in substandard housing.
- C. Single elderly persons or elderly families.
- D. Families or veterans and servicemen not qualifying as displaced families.

Among families within preference groups A, B, and C, the first preference shall be given to disabled veterans whose disability is service connected; second preference shall be given to families of deceased veterans and servicemen whose death was service connected; third preference shall be given to other veterans and servicemen.

- E. Definition of involuntary displacement.

1. An applicant is or will be involuntarily displaced if the applicant has vacated or will have to vacate his or her housing unit as a result of one or more of the following actions:
 - a) A disaster, such as a fire or flood, that results in the applicant's unit becoming uninhabitable.
 - b) Activity carried on by an agency of the United States or by State or Tribal government agency in the connection with code enforcement or a public improvement or development program; or
 - c) Action by a housing owner that results in an applicant's having to vacate his or her unit, where:
 - (i) the reason for the owner's action is beyond an applicant's ability to control or prevent;
 - (ii) the action occurs despite an applicant's having met all previously imposed conditions of occupancy; and
 - (iii) the action taken is other than a rent increase.
 - d) The applicant has vacated his or her housing unit as a result of actual or threatened physical violence directed against the applicant or one or more members of the applicant's family by a spouse or other member of the applicant's household; or
 - e) The applicant lives in a housing unit with such individual who engages in such violence.

F. Definition of substandard housing.

1. A housing unit is substandard if it:
 - a) Is dilapidated;
 - b) Does not have operable indoor plumbing
 - c) Does not have a usable flush toilet inside the unit for the exclusive use of a family;
 - d) Does not have a usable bathtub or shower inside the unit for the exclusive use of a family;
 - e) Does not have electricity or has inadequate or unsafe electrical service;
 - f) Does not have a safe or adequate source of heat;
 - g) Should, but does not, have a kitchen; or
 - h) Has been declared unfit for habitation by an agency or unit of government.

- G. For purposes of dilapidated- a housing unit is dilapidated if it does not provide safe and adequate shelter, and in its present condition endangers the health, safety, or well-being of a family, or it has one or more critical defects, or a

combination of intermediate defects in sufficient number or extent to require considerable repair or rebuilding. The defects may involve original construction, or they may result from continued neglect or lack of repair or from serious damage to the structure.

- H. Definition of family income. For purposes of this section, the applicant is paying more than 50% of Family income for rent.
- I. Definition of rent. For purposes of this section, rent is defined as:
 - 1. The actual amount due, calculated on a monthly basis, under a lease or occupancy agreement between a family and the family's current landlord.
- J. Definition of disability:
 - 1. Disability is a condition that permanently and markedly restricts a person's ability to function physically or mentally in performing one or more major life function – seeing, walking, speaking, hearing, or working, for example. Notwithstanding any other provision of law, no individual shall be considered a person with disabilities, for purposes of eligibility for housing assisted under Washoe Housing Authority policies, solely on the basis of any drug or alcohol dependence. Washoe Housing Authority may require a doctor's certificate to verify the claimed disability.

1.3 Processing Application for Admission

Families or individuals seeking housing must submit a completed Rental Program application with the Washoe 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 who is twenty-one (21) years of age, will be obtained from each family seeking admission to the program.
- B. All information relative to previous housing or waiver, adjusted family income, net assets and preference rating will be verified and all verified findings will be documented and recorded in the applicant 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. Eligibility of applicant with respect to net assets.
4. Size of unit required for the family.
5. Preference category to which the family belongs.
6. Urgency of the family's need for housing.
7. Rent that the family should pay.

D. Admission Restrictions include the denial of participation for;

1. Failing to repay previous debts owed to the housing authority or any other housing authority.
2. Committing fraud in connection with any HUD program, or failing to disclose previously committed fraud in connection with any HUD program.
3. Providing false information on the application.
4. Unsuitability. Past performance as a tenant or homeowners such as 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 in the past seven (7) years.
5. Documented history of drug or criminal behavior or other acts that would adversely affect the health, safety, and welfare of other residents.
6. Refusing or failing to complete required forms or supply requested information.
7. Applicants who appear on HUD's list of suspensions, and limited denials of participation.

8. Applicants must complete required forms and supply requested information within 15 business days of date of application.
 9. Refusal to sign release forms.
 10. Refusal to supply income information.
 11. Misrepresentation of family composition.
 12. Applicants must display civilized, acceptable and responsible behavior.
 13. Applicants are responsible for supplying complete and accurate information.
- E. Adjusted family income will be computed in accordance with definitions and procedures in Chapter 3 of this policy.
 - F. 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.
 - G. All applicants will be listed on the waiting list, by bedroom size, as they are received.
 - H. Inactive applications are those that have not responded to requests for new information or notification of selection for a low-rent unit and will be removed from the waiting list after 30 days.
 - I. The waiting list will be reviewed annually to determine if the applicants are still interested in receiving a unit.

1.4 Unit Assignment

When a unit becomes available the next eligible family on the waiting list will be notified of the vacancy. The family will be given ten (10) working 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. 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.

The following Bedroom Size Standard will be used to determine the number of bedrooms required to accommodate a family of a given size and composition.

Bedroom Size Standard

No. of Bedrooms	No. of Persons-Minimum	No. of Persons-Maximum
1	1	3
2	1	4
3	2	6
4	4	8
5	5	10

1.5 Leasing of Dwelling Units

- A. A responsible member of the family who is twenty-one (21) years of age who has been accepted as a tenant and the Executive Director of the Housing Authority, or authorized employee, prior to actual admission, shall sign a lease agreement.
- B. Meet with the Executive Director or authorized employee.
- C. If a tenant transfers within a project, he or she may not be eligible unless all obligations under the current program have been met. If obligations are met a new lease will be executed for the dwelling into which the family is to move.
- 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 initiated by the tenant and by the Executive Director or authorized employee.
- E. If a tenant or member of the family has a change in their status that would require housing with special needs for a person with disabilities the Housing Authority may transfer the family to another unit that would meet the family’s needs. If this is not possible the Housing Authority may modify the house as required.

1.6 Elder/Senior Disabled Units

A. Elder/Senior Disabled units are set aside and reserved for ages 62 and older or 55 years of age or older and disabled only.

1. Carson Colony Senior Housing

In the event that this waitlist is fulfilled the next open house will be offered to the next participant on the appropriate Carson waitlist.

1.7 Waitlist Selection Criteria for New Construction Non-NAHASDA Low-Rent Unit

In the event of new construction, wait list selection preference will go first to existing tenants within the community who have met the criteria set forth in Chapter 1, Section 1.5 of this policy, as well as meet the additional following criteria:

- Preference will be given first to eligible families with school-aged children currently residing in the community of which the construction is occurring, who meet all other selection criteria set forth in Chapter 1, Section 1.5 of this policy
- Annual inspections with minor deficiencies noted, corrected within 30 days, for a period of no less than 2 consecutive years
- Current on all financial obligations to the WHA
- No outstanding civil or criminal legal matters, as either a plaintiff or a defendant
- Demonstrated exceptional maintenance and up keep of unit and property throughout occupancy

In the event of multiple qualified candidates, selection will be based on the candidate's rental and maintenance history. Some considerations may include: number of and age of children, length of time in community, rental and payback agreement payment history, and tenant damage notated during inspections. Mitigating circumstances may be taken into account during the candidate selection process.

Candidates selected for relocation do have first right of refusal.

Washoe Housing Authority

Establishing Rents at Admission And Re-examination for Determining Rent Adjustments

Chapter 2

2.1 Policy Statement

Rent is established for tenants by defining Annual Income as described in the HUD Section 8 program found at 24 CFR part 5, subpart F. The methodology in this section requires that certain exclusions be deducted from the annual income to determine the family's adjusted income. The Housing Authority determines rent by applying 30% to the monthly-adjusted income. Further adjustments are made when the family or individual experiences a change in income or family composition.

The rent that is established for the tenant at the time of entry into the program shall remain in effect throughout the year, unless, the tenant experiences a decrease in income or change in family composition that will result in a decrease in the monthly rent during the year prior to the required annual re-certification process. Any increase in income during the year will not have to be reported until the annual re-certification is completed. An increase in income may result in an increase in the monthly rent payment based on the verification of all information that is required at the time of re-certification.

Tenants participating in the Rental Program are also required to re-certify annually as described in Chapter 3. Adjustment in rents will be made for the following reasons:

- A. Change in Family Income. The rent shall be appropriately adjusted upon the occurrence of a substantial change in adjusted family income. A change in income is defined as:
 - 1. Any changes that would result in a change in the rent being paid.
- B. Changes in Family Composition. The rent shall be appropriately adjusted upon the occurrence of any of the following circumstances:
 - 1. Loss of the Lessee through death, divorce, or other continuing circumstances, or the addition of a family member whom in accordance with Housing Authority policy should become Lessee.

2. Loss or addition of principal income recipient through divorce, death, marriage, or other continuing circumstances.
3. Hardship due to medical reasons, accidents or other hazards determined as by the Housing Authority.
4. Increase or decrease in family size due to additional children or children leaving home.

2.2 Effective Dates for Rent Adjustments

Increases in rent will be effective the first day of the month following the annual re-examination. Decreases in rent will be effective the first day of the month which the change is reported. Circumstances resulting in a decreased rent will be verified prior to adjusting the rent.

- A. When the income of a tenant family decreases, between admission and first re-examination or between annual re-examinations to a point where the family is unable to pay the established rent, and removal from the program would endanger the health and welfare of the family, the rent will be adjusted in accordance with the family's reduced income upon specific approval of the Housing Authority.
- B. A family or individual that has been granted a reduction in rent under this provision shall be required to report monthly on their situation until re-examination. If adjusted family income increases during this time, the rent will be increased accordingly. A fully documented record of the circumstances and decisions shall be included in the tenant's folder.

2.3 Definitions and Procedures to be used in Determining Eligibility, Income and Rent

The following definitions are to be used for determining the eligibility, income and rent payment to be made by the tenant.

- 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, including all net income derived from assets, for the 12 month period following the effective date of initial determination or reexamination of income, exclusive of certain types of income as provided in paragraph C of this section.
- B. Adjusted Income means the annual income that remains after excluding the following amounts:

1. Youth, Students, and Persons with Disabilities: \$480 for each member of the family residing in the household (other than the head of household or the spouse of the head of the household).
 - a) Who is under 18 years of age; or
 - b) Who is-
 - 1) 18 years of age or older; and
 - 2) A person with disabilities or a full-time student.
 2. Elderly and Disabled Families: \$400 for an elderly or disabled family.
 3. Medical and Attendant Expenses: The amount by which 3 percent of the annual income of the family is exceeded by the aggregate of:
 - a) Medical expenses, in the case of an elderly or disabled family; and
 - b) 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.
 4. Child Care Expenses: Childcare 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.
 7. Other Amounts: Only for the purpose of determining rent and house payments, documented alimony and child support payments.
- C. For the purposes calculating rent the Housing Authority utilizes the above definitions and exclusions in addition to the following inclusions and exclusions from annual income.

Annual income includes (inclusions), but is not limited to:

1. The full amount, before any payroll deduction, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.

2. 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;
3. 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 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;
4. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including a lump-sum payment for the delayed start of a periodic payment;
5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay;
6. 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 income to be included as income shall consist of:
 - a) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
 - b) 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;

7. Periodic and determinable allowances, such regular contributions or gifts received from persons not residing in the dwelling; and
8. All regular pay, special pay and allowances of a member of the Armed Forces.

Annual Income does not include (exclusions):

1. Income from employment of children (including foster children) under the age of 18 years;
2. Payment received for the care of foster children adults (usually individuals with disabilities, unrelated to the tenant family, who are unable to live alone);
3. 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;
4. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
5. Income of a live-in aide;
6. The full amount of student financial assistance paid directly to the student or to the educational institution;
7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
8. Amounts received under training programs funded by HUD;
9. 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);
10. 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;

11. A resident service stipend, which is a modest amount (not to exceed \$200 per month) received by an Indian housing resident for performing a service for the IHA, or on a part-time basis, that enhances the quality of life in Indian housing. Such services may include, but are not limited to fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time;
12. 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;
13. Temporary, nonrecurring or sporadic income (including gifts);
14. Reparation payment paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
15. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
16. Adoption assistance payments in excess of \$480 per adopted child
17. Deferred periodic amounts of supplemental security income and social security benefits that are received in a lump sum amounts or in prospective monthly amounts;
18. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes on the dwelling unit;
19. Amounts paid by a state agency to a family with a developmentally disable family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;
20. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the 1937 Act. The following types of income are subject to such exclusion:

- a) The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977;
- b) Payments to volunteers under the Domestic Volunteer Service Act of 1973;
- c) Payments received under the Alaska Native Claims Settlement Act;
- d) Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes;
- e) Payments or allowances made under the Department of Health and Human Services' Low Income Home Energy Assistance Program;
- f) Payments received under programs funded in whole or in part under the Job Training Partnership Act;
- g) Income derived from the disposition of funds of the Grand River Band of Ottawa Indians;
- h) 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;
- i) 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;
- j) Payments received from programs funded under Title V of the Older Americans Act of 1965;
- k) Payments received after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the In Re Agent Orange product liability litigation;
- l) Payments received under the Maine Indian Claims Settlement Act of 1980;
- m) The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for cost incurred for such care) under the Child Care and Development Block Grant Act of 1990; and
- n) Earned income tax credit (EITC) refund payments received on or after January 1, 1991.

2.4 Rent Calculation

Rent is calculated after determining the family's gross income minus the exclusions as defined in 3.3 C (exclusions from income). The Washoe Housing Authority shall not charge more than 30% of the family's adjusted income.

The following rational is used to determine rent. A computer program utilized by the Housing Authority determines the actual rent.

Annual Income – allowable exclusions x 30% = rent payment

Washoe Housing Authority

Eligibility for Continued Occupancy And Periodic Re-Examinations

Chapter 3

3.1 Eligibility for Continued Occupancy

In order to continue to live in Housing Authority rental units occupants are those:

- A. Who qualify as a family as defined in Chapter 1, except that a person or persons remaining in the residence of a family may be permitted to remain in occupancy in units of appropriate size.
- B. Whose net family assets are not excessive, unless such assets together with the adjusted income of the family are not sufficient for it to obtain and maintain adequate accommodations on the private market.
- C. Who continue to make rent payments and comply with the Rental Lease Agreement.

3.2 Periodic Re-examinations

The eligibility of all families is to be re-examined annually and upon such determination of adjusted income, the rent shall be adjusted accordingly. Periodic re-examinations will be conducted when the tenant notifies the Housing Authority that they have experienced a decrease in income or change in family composition that would result in a decrease in the monthly rent payment.

- A. Special Re-examinations. When it is not possible to estimate adjusted family income with any reasonable degree of accuracy at time of admission or regular 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-examination will be scheduled within the Executive Director's discretion. The tenant will be notified in advance and in writing as to the date of the special re-examination.
- B. Re-examination procedures.
 - 1. At the time of re-examination, the tenant whose signature is on the lease will be required to sign an application for continued occupancy and all other certification forms.

2. Employment and income data will be verified, and all verified findings will be documented and placed in the tenant's folder.
3. Verified information will be analyzed and a determination will be made with respect to the following:
 - a) Eligibility of tenant as a family or a resident of the family.
 - b) Eligibility of tenant with respect to income limits for continued occupancy.
 - c) Eligibility of family with respect to net assets.
 - d) Size of unit required for the family.
 - e) Rent that the family should pay.

C. Action Following Re-examinations

1. If there is any change in rent, the Housing Authority will mail or deliver a "Notice of Rent Adjustment" to the tenant in accordance with paragraph X of the Tenant Lease.
2. If any change in the size of the family of an occupied unit as indicated based on the Unit Size Standard below, the tenant will be moved to a unit of an appropriate size based on family status and a new lease will be executed. The change in household size indicating a change in unit occupied must be shown for at least 365 consecutive days as demonstrated by recertification before a move may be considered and/or required. If an appropriate unit is not available, the tenant will be moved when it does become available.

Unit Size Standard

No. of Bedrooms	No. of Persons-Minimum	No. of Persons-Maximum
1	1	3
2	1	4
3	2	6
4	4	8
5	5	10

- a) The relocation of a current tenant and their household will take priority over the wait list if a unit becomes available.
- b) Tenant will not be required to move based on household size unless a unit of appropriate size is available and notice is made by the WHA.

- c) Tenant may not be required to move based on household size to a unit of appropriate size outside of the community that the tenant currently resides in.
 - d) Tenant will not be required to move based on household size from a unit that is accessible to a unit that is not accessible if accessibility is required based on a physician's statement of permanent disability or similar documentation of need.
 - e) Tenant must relocate to a unit of appropriate size, the specific unit to be identified by the WHA, within thirty (30) days of receipt of notice by the WHA. Tenant may choose to decline the unit offered by the WHA though the tenant must vacate the unit occupied within thirty (30) days of notice by the WHA.
 - 1. Notice may be made by personally serving to the tenant or anyone of reasonable age and discretion in the household or by regular mail, properly addressed to the last known address, postage prepaid and posting of the unit. If the person(s) assigned to post the unit finds an aggressive or vicious dog at the unit, he/she will post the front gate or fence.
 - f) The tenant will be responsible for all costs associated with moving. The WHA will not be responsible for nor will reimburse moving costs and/or any expenses associated with moving. The WHA will neither be responsible nor liable for loss or damage to person or property in association with moving.
 - 1. In extreme conditions for elders and disabled individuals where there are no family members available to pack and move participant's belongings then WHA may provide temporary assistance to move participant's belongings. This will be the determination of the WHA Executive Director; WHA is not responsible for any damaged, lost or stolen property.
3. 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.

Washoe Housing Authority
Collection Policy
For the
Rental and Mutual Help Programs

Chapter 4

4.1 Policy Statement

The Collection Policy is essential for the effective operation of the Washoe 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 Rental Program. Homebuyer payments contribute to effective operation of the Mutual Help Program and related services.

This policy is to apply to both the Rental and Mutual Help Programs. All Mutual Help participants that have signed a Mutual Help Occupancy Agreement prior to October 1, 1996 will comply with this policy and the provisions of their Mutual Help Occupancy Agreement.

4.2 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) calendar day of the month in which a \$20.00 late fee will be assessed.

4.3 Time, Place and Method for Payment of Required Monthly Payment

All required monthly payments are to be made as follows:

- A. Each tenant or homebuyer shall make payments at the Washoe Housing Authority office or mail the payment to the following address at 1588 Watasheamu Drive, Gardnerville, Nevada, 89460.
- B. Each tenant is responsible to make his or her monthly payment by personal check or money order. If a tenant or homebuyer pays by check and it is returned for Non Sufficient Funds, the tenant or homebuyer will be notified that they have not paid their rent or house payment. Their tenant ledgers will reflect this transaction as past due. The tenant or homebuyer will be responsible for any charges from the bank for a returned check and a late fee will be charged.

- C. Rent or house 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 the payment mailed to the Housing Authority. People wishing to utilize this method of payment shall use a payroll deduction form supplied by the Housing Authority.
- D. Rent or house payments made by tenants or homebuyers that are employed by the Washoe Tribe, Washoe Clinic, and Washoe Housing Authority will be made by payroll deduction per Tribal Council Resolution No. 83-W-19 (see Appendix A). Since employees of the Tribe cannot control when their payroll deductions are sent to the WHA, the late fee will be waived.
- E. Failure to meet financial obligations will result in the account being handled in accordance with the Termination and Eviction Policy for the Rental and Homebuyer Programs. The ability to meet financial obligations is a requirement for continued occupancy.

4.4 Collections of Delinquencies

Rent or house payments are due and payable on or before the first (1st) day of each month. Payments are considered delinquent after the fifth (5th) day at which time the following procedure for collection will be followed.

- A. A **Notice of Delinquency** will be sent to the tenant or resident after the fifth (5th) day stating they have 10 days to make their payment or inform the Housing Authority as to why they are unable to make payment.
 - 1. Should the tenant or resident not make their monthly payment by the fifth, a late fee of \$20.00 will be charged to their ledger.
 - 2. During the time period between the fifth and the fifteenth day, the tenant or resident may pay the past due amount or enter into a Payback Agreement. The Payback Agreement will state the conditions for paying any delinquent amounts and the time frame for repayment.
 - 2. No Payback Agreements may be entered into if tenant or resident is delinquent 3 months or more or delinquency is \$1,500.00, whichever is less.
 - 3. The Housing Authority's acceptance of a Payback Agreement and payments on that agreement in no way waives its right to proceed with termination of tenancy.
- B. In the event the matter of delinquency is not resolved within the ten days after service of the Notice of Delinquency, the Housing Authority Staff will follow Termination Procedures set out in detail for the Rental and Mutual Help Programs in Chapter 6.

- C. The Housing Authority may report judgments obtained in Washoe Tribal Court to major and minor credit reporting agencies to facilitate collection of these debts. The Housing Authority will seek payment of judgments from employees of the tribe through wage assignment. The Housing Authority may use other means to collect judgments, including services of a collection agency.

4.5 Notices

- A. Notice of Delinquency shall be in written form.
- B. Notices required under this policy or the Mutual Help and Occupancy Agreement, the Rental Lease, or by tribal code will be personally served on the homebuyer, the tenant, or anyone of reasonable age and discretion in the household. Service may also be accomplished by regular mail, properly addressed to the last known address, postage prepaid and posting of the unit. If the person(s) assigned to post the unit finds an aggressive or vicious dog at the unit, he/she will post the front gate or fence.
- C. As defined in Sections 6.6 and 6.7, if the homebuyer or tenant abandons their unit by being absent with rent owed for more than thirty (30) consecutive days, notice may be served by posting on the dwelling and sending first class mail, postage prepaid and properly addressed to the last known address of the tenant or homebuyer.

Washoe Housing Authority

Verification of Applicant Information And Notification of Eligibility or Ineligibility For the Rental Housing Program

Chapter 5

5.1 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 is subject to verification. Each applicant will be required to sign a release of information form, which authorizes the verification of information from third parties.

5.2 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. 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.

B. **Assets.** Verification of assets is required. This is for use in determining the amount of rent or payment the family will have to pay if/when they are admitted to the Low Rent Housing Program.

C. **Family Size and Composition.** This is for the use in determining the size of unit, family relationships such as foster children, elderly care, or other special needs.

- D. Age of Family Members. This is for the use in determining the number of allowable deductions from income for determining rent or house payments and other special needs.
- E. Social Security Numbers.
- F. Student Status.
- G. Veterans Status
- H. Washoe Tribal Enrollment Documentation
- I. Verification that applicant has been involuntarily displaced, if claimed.
- J. Verification that applicant is living in sub-standard housing, if claimed.
- K. Verification that applicant is paying more than 50% of family income for rent, if claimed.
- L. Verification of Handicapped or Disability, if claimed.
- M. Verification of past payment history and ability to maintain their unit.
- N. A background check will be conducted on previous tenant behavior to determine if the applicant has not conducted himself or herself in a manner that is detrimental to the project or its residents. This includes a history of criminal activity such as crimes of physical violence to persons or property.

5.3 Verification Procedures

- A. Verification of an applicant's involuntary displacement is established by obtaining the following documentation.
 - 1. Certification, in a form furnished by the Housing Authority, that the applicant has been or will be displaced as a result of a disaster, or by government action.
 - 2. Certification, in a form furnished by the Housing Authority, from an owner or owner's agent that an applicant had to, or will have to vacate a unit by a certain date because of an owner's action.
 - 3. Certification, in a form furnished by the Housing Authority, of displacement because of domestic violence. The domestic violence situation shall be verified through the local police department, social

services agency, or court of competent jurisdiction, or a clergyman, physician, or public or private facility that provides shelter or counseling to the victims of domestic violence.

4. Involuntary displacement does not include the applicant being evicted for non-payment of rent.
- B. Verification of an applicant's living in substandard housing is established by obtaining the following documentation.
1. Certification, in a form furnished by the Housing Authority, from a unit or agency of government or from an applicant's present landlord that the applicant's unit has one or more of the deficiencies listed on the application form, or the units' condition is dilapidated. The Housing Authority shall also conduct an on-site visit to the applicant's unit, where possible, to determine if the conditions are as stated.
- C. Verification of an applicant's income for determining if the applicant is paying more than 50% of family income for rent is established by obtaining the following documentation.
1. Verify the amount due to family's landlord under their lease.
 2. Require the family to furnish copies of its most recent rental receipts (which may include cancelled checks or money order receipts) or a copy of the family's current lease.
 3. By contacting the landlord or its agent directly and obtain a written statement regarding the amount of rent paid by the applicant.

5.4 Notification of Eligibility for Rental Program

- A. Each applicant shall be notified in writing as promptly as possible of his or her status of eligibility upon reviewing all required documentation.
1. Applicants that are eligible will be notified as to their acceptance into the Rental Program and their name placed on the waiting list.
 2. At the time of notification the applicant will be informed of the approximate date of occupancy insofar as such date can be reasonable determined. The date of notification shall be recorded on the application.

5.5 Notification of Determination of Ineligibility for Rental Program

- A. Each applicant shall be notified in writing of a Determination of Ineligibility for admission to the Rental Program as promptly as possible.
 - 1. Applicants that are ineligible shall be informed as to the reason for denial for admission and informed of their right, upon their request within 10 working days after the determination is made, to an informal hearing with the Executive Director to reply to the determination.
 - 2. The reasons for the determination shall be discussed in private conference depending upon the circumstances. For each case, a record shall be maintained including a notification of the circumstances involved, final action taken, and the date of the conference.

5.6 Re-verification of Information Prior to Unit Assignment

- A. Prior to the assignment of a unit the applicant will be questioned in regard to any change in status. If changes are reported they will be verified prior to the family being allowed to sign the lease. The verification is conducted to determine their effect on eligibility, rent, and unit size.
 - 1. Information that is verified and does not change the status of eligibility for the applicant they will be allowed to sign the lease agreement and move-in to the unit.
 - 2. Information that is verified and does change the status of eligibility will result in the applicant not being allowed to sign a lease or move into the unit.

Washoe Housing Authority
Termination and Eviction Policy
Forthe
Rental and Homebuyer Programs

Chapter 6

6.1 Policy Statement

There are times when the termination of Rental Leases and Mutual Help Occupancy Agreements becomes necessary due to circumstances that are unforeseen, voluntary action on part of the tenant or resident, or a result of policy violations. Upon exhausting all informal and formal remedies the Housing Authority has the responsibility to initiate the process of termination in those cases where such action is warranted. This policy addresses both involuntary and voluntary termination of occupancy agreements and further defines the eviction process.

The maximum delinquent lease payment(s) that either a homebuyer under a Mutual Help and Occupancy Agreement or a tenant under a Rental Lease Agreement may accrue before the Housing Authority issues a Notice of Termination is the equivalent of three (3) months' rent or \$1,500.00, whichever is less.

This policy provides a process that is expeditious and attempts to avoid having vacant units that may be costly to the Housing Authority. At the point of involuntary termination, tenants and residents have the right to file a grievance in accordance with the Washoe Housing Authority Grievance Policy.

An exception to this right to file a grievance arises in the case of a termination for violation of the policy for Substance Abuse and Drug Free Housing. In those cases where the reason for termination alleges a violation of the aforementioned policy, there will be no grievance afforded, and the matter will proceed expeditiously to a court proceeding to afford the tenant an opportunity for hearing after notice of the allegations.

6.2 Voluntary Termination: Mutual Help and Occupancy Agreement

- A. It may be necessary in some instances that Mutual Help Program homebuyers may have to move due to circumstances beyond their control or leave the area due to employment reasons. The homebuyer may terminate the agreement by giving written notice thirty (30) days in advance. In all cases the homebuyer is responsible for notifying the Housing Authority in accordance with Article XII, Section 12.3, of the Mutual Help and Occupancy Agreement. Upon receiving the notice the Housing Authority and homebuyer will proceed with the appropriate steps as found Articles 12.4 and 12.5 (a).

6.3 Voluntary Termination: Low Rent Program-Tenant Lease

- A. Tenants in the Low Rent Program who wish to terminate their lease with the Housing Authority may do so in accordance with Section 13 of the lease. A tenant may terminate his/her Low Rent Tenant Lease by giving the Housing Authority written notice thirty (30) days in advance and the Tenant Lease shall terminate on the thirtieth (30th) day after the Housing Authority receives such notice. Rent will be prorated if the tenant vacates the unit after the first of the month.

6.4 Involuntary Termination: Mutual Help and Occupancy Agreement

- A. The Housing Authority may terminate the Mutual Help and Occupancy Agreement if the homebuyer fails to meet any of his/her obligations under the agreement. Reasons for termination may include without limitation failure to make timely payments, repeated failure to make timely payments, the Criminal and Drug Related Activity policy, willful or negligent damage to the unit, misrepresentation or withholding of material information in application or re-certification or violation of other material provisions of the Mutual Help and Occupancy Agreement.

- B. NOTICE OF NON-COMPLIANCE. A Notice of Non-compliance for any reason for termination other than delinquency in payment or violation of the Criminal and Drug Related Activity policy will be sent to the tenant or resident after the fifth (5th) day stating he/she has 10 days to cure the breach of agreement or inform the Housing Authority as to why he/she is unable to cure the breach of agreement. Violations of the Criminal and Drug Related Activity policy are non-curable breaches of lease which threaten the peaceful enjoyment and health and safety of other Housing Authority tenants and members of the Washoe Tribe living in the community. Tenants in violation of the Criminal and Drug Related Activity policy will be provided a Notice of Termination of Service/Eviction in accordance with the Criminal and Drug Related Activity policy.

- 1. During the time period between the fifth and the fifteenth day, the homebuyer may cure the breach of agreement or enter into a Plan of Action. The Plan of Action will state the conditions for curing the breach and the time frame for cure.
- 2. The Housing Authority's acceptance of a Plan of Action and attempts at cure of the breach in no way waives its right to proceed with termination of tenancy

- C. TERMINATION. A written Notice of Termination initiates the process, after either a Notice of Delinquency or Notice of Non-compliance. Such notice shall state the following:

- 1. The reason(s) for the termination and time of termination.

2. That the Mutual Help and Occupancy Agreement shall terminate on the thirtieth (30th) day after the date of the Notice of Termination.
3. That the homebuyer must exercise his/her administrative options, if at all, within ten (10) days and has the right to make a reply and right to request a Grievance hearing in accordance with Housing Authority Grievance Policy. The ten (10) day period provides the homebuyer the opportunity to request a hearing with the Washoe Housing Authority Board of Commissioners prior to the expiration of the thirty (30) day period as stated in the Notice of Termination. Failure to do so on the part of the homebuyer does not alter the effective date of the Notice of Termination.
 - a. The purpose of the hearing is to review all evidence and facts to determine if the Notice of Termination is valid and to provide an opportunity to correct any breach(s) of the Mutual Help and Occupancy Agreement.
 - 1) If the homebuyer is disputing the amount charged for the house payment, a payment equal to the administrative charge or last approved house payment will be deposited in escrow until the disputed amount is resolved. The homebuyers tenant ledger will continue to reflect a past due amount until the dispute is resolved.
 - b. The following are administrative options:
 - 1) Respond to notice in writing;
 - 2) Contact Housing Authority counselor and sign and commence payments on a Plan of Action/Payback Agreement;
 - 3) Request a grievance hearing in accordance with Grievance Policy with the exception of an individual who has received a notice alleging violation of the Criminal and Drug Related Activity Policy ; or
 - 4) Schedule an appearance at the next regularly scheduled Board of Commissioner meeting.
4. The homebuyer may be represented or accompanied by people of his/her choice at his/her own cost for any of the administrative or legal proceedings.
5. That if, within thirty (30) days after the date of the Notice of Termination, the homebuyer presents the Housing Authority evidence or assurances satisfactory to the Housing Authority that he/she will cure the breach and continue to carry out his/her Mutual Help and Occupancy Agreement

obligations, the Housing Authority may postpone the date in the Notice of Termination.

6. If the homebuyer does not exercise administrative remedies, obtain postponement of the date of the Notice of Termination or vacate the unit within thirty (30) days or any additional period of time necessary to accomplish administrative options, the Housing Authority shall file a civil complaint with the Tribal Washoe Court, requesting eviction of the tenant.
7. In the case of a termination for violation of the Criminal and Drug-Related Activity Policy the normal grievance procedures afforded under the Washoe Housing Code or other related policies are not available. In such cases, the grievance process will be conducted pursuant to the Termination Appeal Hearing Process per the Addendum to Chapter 6 of this Termination and Eviction Policy. At the conclusion of the Termination Appeal Hearing Process, the matter may be filed with the Tribal Court. If the Homebuyer does not request a Termination Appeal, the matter may proceed expeditiously to a court proceeding to afford the homebuyer an opportunity for hearing after notice of the allegations.

6.5 Involuntary Termination: Rental Lease Agreement

- A. The Housing Authority may terminate the Rental Lease Agreement if the tenant fails to meet any of his/her obligations under the Tenant Lease Agreement. Reasons for termination may include without limitation failure to make timely payments, repeated failure to make timely payments, violation of the Criminal and Drug Related Activity policy, willful or negligent damage to the unit, misrepresentation or withholding of material information in application or re-certification or violation of other material provisions of the Rental Lease Agreement.
- B. NOTICE OF NON-COMPLIANCE. A Notice of Non-compliance for any reason for termination other than delinquency in payments or violation of the Criminal and Drug Related Activity policy will be sent to the tenant or resident after the fifth (5th) day stating he/she has 10 days to cure the breach of agreement or inform the Housing Authority as to why he/she is unable to cure the breach of agreement. Violations of the Criminal and Drug Related Activity policy are non-curable breaches of lease which threaten the peaceful enjoyment and health and safety of other Housing Authority tenants and members of the Washoe Tribe living in the community. Tenants in violation of the Criminal and Drug Related Activity policy will be provided a Notice of Termination of Service/Eviction in accordance with the Criminal and Drug Related Activity policy.
 1. During the time period between the fifth and the fifteenth day, the tenant or resident may cure the breach of agreement or enter into a Plan of Action. The Plan of Action will state the conditions for curing the breach

and the time frame for cure.

2. The Housing Authority's acceptance of a Plan of Action and attempts at cure of the breach in no way waives its right to proceed with termination of tenancy.

C. TERMINATION. A written Notice of Termination initiates the process, after service of either a Notice of Delinquency or Notice of Non-compliance. Such notice shall state the following:

1. The reason(s) for the termination.
2. That the Tenant Lease agreement shall terminate on the thirtieth (30) day after the date of the Notice of Termination.
3. That the tenant may respond to the notice in writing or in person within ten (10) days of the date of the notice regarding the reason(s) for termination. The ten (10) day period provides the tenant the opportunity to request a hearing prior to the expiration of the thirty (30) day period as stated in the Notice of Termination. Failure to do so on the part of the tenant does not alter the effective date of the Notice of Termination.
 - a. The purpose of the hearing is to review all evidence and facts to determine if the Notice of Termination is valid and to provide an opportunity for the tenant to correct any violation(s) of the Tenant Lease.
 - 1) If the tenant is disputing the amount charged for the monthly rent, a payment equal to the last approved monthly rent payment will be deposited in escrow until the disputed amount is resolved. The tenant's ledger will continue to reflect a past due amount until the dispute is resolved.
4. That in such response, the tenant may be represented or accompanied by people of his/her choice at his/her own expense.
5. That if, within thirty (30) days after the date of the Notice of Termination, the tenant presents the Housing Authority with evidence or assurances satisfactory to the Housing Authority that he/she will correct the violation(s) and continue to carry out their Tenant Lease obligations, the Housing Authority may rescind the Notice of Termination.
6. Upon expiration of the thirty (30) day period of the Notice of Termination, the Housing Authority shall promptly file a civil complaint with Washoe Tribal Court, requesting eviction of the tenant.

7. In the case of a termination for violation of the Criminal and Drug-Related Activity Policy the normal grievance procedures afforded under the Washoe Housing Code or other related policies are not available. In such cases, the grievance process will be conducted pursuant to the Termination Appeal Hearing Process per the Addendum to Chapter 6 of this Termination and Eviction Policy. At the conclusion of the Termination Appeal Hearing Process, the matter may be filed with the Tribal Court. If the Tenant does not request a Termination Appeal, the matter will proceed expeditiously to a court proceeding to afford the tenant an opportunity for hearing after notice of the allegations.

6.6 Abandonment of Mutual Help Unit

- A. In the event a homebuyer abandons his/her unit for a period that exceeds thirty (30) consecutive days and the monthly house payment is owed, the homebuyer will have breached his/her Mutual Help and Occupancy Agreement, the Housing Authority will proceed with paragraph 6.4 of this policy and with Article XII-Termination of MHO Agreement of said agreement. Upon completing all requirements of Article XII the Housing Authority will proceed with identifying a subsequent homebuyer or make a determination as to the future use of the unit.
- B. The Housing Authority will notify the homebuyer that a claim for remaining personal property must be made within fourteen (14) days or it will be disposed of by the Housing Authority.

6.7 Abandonment of Low Rent Unit

- A. In the event a tenant abandons his/her unit for a period that exceeds two weeks (14) consecutive days and rent is owed, Tenant shall, at the option of the Housing Authority, be considered to have abandoned the unit. The Housing Authority will proceed with paragraph 6.5 of this policy and with paragraph 14, of the Tenant Lease. Upon completing all requirements of the policy and lease the Housing Authority will proceed with preparing the unit available for the next eligible family on the Low Rent waiting list.
- B. The Housing Authority will notify the tenant that a claim for remaining personal property must be made within fourteen (14) days or it will be disposed of by the Housing Authority.

6.8 Eviction Process

- A. It is the position of the Washoe Housing Authority to provide every opportunity to tenants and homebuyers to rectify any violations or breach of agreements before proceeding with the eviction process. After all administrative remedies, if available, have been exhausted the Housing Authority will provide all documents regarding termination to the Housing Authority attorney. The Housing Authority shall file all necessary legal documents with the Washoe Tribal Court for eviction of the tenant or homebuyer.
- B. Notices required under this policy, the Mutual Help and Occupancy Agreement, the Rental Program Lease, or by tribal code will be personally served on the homebuyer, the tenant, or anyone of reasonable age and discretion in the household. Service may also be accomplished by regular mail, properly addressed to the last known address, postage prepaid and posting of the unit. If the person(s) assigned to post the unit finds an aggressive or vicious dog at the unit, he/she will post the front gate or fence.
- C. As defined in Sections 6.6 and 6.7, if the homebuyer or tenant abandons his or her unit by being absent with rent owed for more than thirty (30) days, notice may be served by posting on the dwelling and sending first class mail, postage prepaid and properly addressed to the last known address of the tenant or homebuyer.
- D. After commencement of the civil case for eviction, any notices of hearing or order to vacate will be prepared and served by tribal court or according to tribal code.

**Chapter 6 of Admissions and Occupancy Policy
(Termination and Eviction Policy) Addendum
BOARD OF COMMISSIONERS
Termination Appeal Hearing Procedure**

This Addendum to Chapter 6 of the Admissions and Occupancy Policy (Termination and Eviction Policy) was adopted by the WHA BOC on March 10, 2022 by Resolution 22-WHA-005 and replaces the Termination Appeal Hearing Policy and Procedure adopted by the WHA Board of Commissioners by Resolution #22-WHA-01 on January 20, 2022.

The following procedure will govern the conduct of Washoe Housing Authority (WHA) Board of Commissioners (BOC) meetings under Sections 6.4C.7 and 6.5.C.7 Termination as set forth in the Washoe Housing Authority’s Termination and Eviction Policy (Chapter 6 of the Admission and Occupancy Policy). (Those meetings shall hereafter be described as “Termination Appeal Hearings.”) Any matters not covered by these procedures may be decided at the discretion of the BOC.

I. Conduct of the Hearing

- A. At the discretion of the BOC, the Termination Appeal Hearing may be conducted virtually.**
- B. The Termination Appeal Hearing will be conducted by an established voting quorum of the WHA BOC. BOC alternates shall not be present, unless they are taking the place of the regular voting BOC representative. The Tenant or Homebuyer and the WHA Executive Director and their respective counsel or representatives have a right to be present during all portions of the hearing in which testimony or argument is presented.
- C. Once a hearing date is established, the Tenant or Homebuyer and WHA Director will receive a letter identifying date, time and location. This letter is generated by the WHA’s Client Services Manager. It will be the responsibility of the Tenant or Homebuyer to attend the hearing at the noticed date and time. Should the Tenant or Homebuyer fail to appear, the Tenant or Homebuyer will forfeit his/her

opportunity to appear before the BOC, and the BOC shall make a decision based on the previously submitted information and the information presented by the WHA Director at the Termination Appeal Hearing.

- D. The Termination Appeal Hearings shall be recorded. Upon request, the recordings shall be made available to either party.
- E. Termination Appeal Hearings shall be open to the Tenant or Homebuyer, WHA Director and any WHA staff he or she determines are necessary, any witnesses, and WHA's legal counsel. Tenant or Homebuyer may be accompanied by an attorney or other representative, who may speak on Tenant's or Homebuyer's behalf. No other parties shall be permitted to attend the hearing. The BOC, at its discretion, may exclude witnesses except when testifying.
- F. Prior to the hearing, and upon Tenant's or Homebuyer's request, WHA shall provide to Tenant or Homebuyer or Tenant's or Homebuyer's representative all documents in WHA's possession directly related to the termination and eviction.
- G. The Termination Appeal Hearing will be recorded in the meeting minutes as to the votes and outcome action, summarized in the open meeting.

II. Presentation of Information

- A. Information shall be presented at the hearing according to the following schedule. The BOC may, in its sole discretion, make adjustments and/or impose reasonable time limits as circumstances require.
 - 1. Opening statement by WHA, presentation of documentation supporting the eviction, and any witnesses, not to exceed 30 minutes.
 - a. Testimony of WHA's witnesses, who shall be limited to testimony about documents submitted as part of the eviction.

- b. BOC's questions for WHA's witnesses. The Tenant or Homebuyer shall not have the right to cross-examine the WHA's witnesses, but Tenant or Homebuyer may rebut the statements of WHA's witnesses in Tenant's or Homebuyer's final argument.
 2. Opening statement by Tenant or Homebuyer and presentation of documents and witnesses supporting the Tenant's or Homebuyer's position, not to exceed 30 minutes.
 - a. Testimony of Tenant's or Homebuyer's witnesses, who shall be limited to testimony about documents submitted as part of the eviction.
 - b. BOC questions for Tenant's or Homebuyer's witnesses. The WHA shall not have the right to cross-examine the Tenant's or Homebuyer's witnesses, but WHA may rebut the statements of Tenant's or Homebuyer's witnesses in WHA's final argument or reply.
 3. Final Argument and Reply. BOC reserves discretion to allow additional time if requested.
 - a. Final argument by WHA, not to exceed 5 minutes
 - b. Final argument by Tenant or Homebuyer, not to exceed 5 minutes
 - c. Reply by WHA, not to exceed 5 minutes
- B. Any questions the BOC has for the parties may be presented.
- C. All testimony taken by the BOC shall be under oath.
- D. The BOC may ask for further written presentation of any arguments on any issue(s), to be submitted by a specified deadline.
- E. The BOC will take the issues under advisement and issue a written decision, by majority vote of the BOC, within five (5) working days after the eviction hearing. The BOC shall provide copies of its decision to the parties (Tenant or Homebuyer, BOC, Legal

Representatives).

III. Rules of Evidence

- A. Formal judicial rules of evidence will not be applied. The BOC will allow the presentation of information that is relevant to the issue(s) raised by the eviction, and will not permit arguments or witnesses that are not relevant or exceed the scope of the termination, and will not consider information that the BOC, in its discretion, deems inappropriate for consideration.
- B. The party submitting any written statement or document shall provide a copy to the opposing party at the Termination Appeal Hearing prior to making an opening statement.

IV. Subpoenas

The BOC does not have subpoena power. It shall be the responsibility of each party to secure the attendance of witnesses. The absence of a witness shall not be grounds for postponing the eviction hearing unless the BOC determines, in its discretion, that serious injustice to one of the parties will result from the witness's absence. The BOC will, however, be flexible when it schedules Termination Appeal Hearings in order to accommodate the parties and their witnesses to the greatest extent possible.

V. Conflict of Interest

A Commissioner must recuse himself or herself if he or she has any potential or actual conflicts of interest, such as if the Tenant or Homebuyer is a member of a Commissioner's immediate family or is a business partner of a Commissioner.

Washoe Housing Authority
Wait List Management Policy
For the
Rental and Homeownership Programs

Chapter 7

7.1 POLICY STATEMENT

The Washoe Housing Authority (“WHA,” also referred to as Housing Authority, shall maintain a wait list (“Wait List”) for all applicants who have applied for a specific housing program. The Housing Authority administers the Rental and Homeownership Programs as well as Assistance Programs for non-managed units. Housing Authority will maintain a separate Wait List for each program and community.

It is the policy of the Housing Authority to allow applicants to apply for any or all programs. If an applicant is eligible for the program(s) applied for they shall be placed on the corresponding Wait List.

7.2 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;
- B. Verification documents;
- C. Copies of the Housing Authority Notification of Eligibility;
- D. Applicant Correspondence and Housing Authority memoranda regarding the applicant;
- E. Land assignment or similar documents when the application involves a homeownership program.

7.3 MANAGEMENT OF WAIT LISTS

- A. The Wait Lists will be updated annually. Applicants are responsible for updating household composition, contact information and continued interest for each program. Updates must be made in writing and submitted to the Housing Authority when any change in an applicant's information occurs.
- B. The Housing Authority will reaffirm the applicant's eligibility based on the updated information.
- C. New information received from the applicant shall become a part of the applicant's file; however, the original application date will remain the same.
- D. The Wait Lists are organized utilizing the following criteria;
 - 1. Final date of approval of the application after meeting all eligibility criteria;
 - 2. Number of bedrooms requested and within the Bedroom Unit Size Standard;
 - 3. Criteria established in the Admissions and Occupancy Policy for either the Rental or Homeownership programs.

7.4 PLACEMENT - WAIT LIST

- A. In order to meet either the Rental or Homeownership Wait List, the applicant must meet all admission criteria and have all required information verified by third parties or receive a certification from the Housing Authority that all information is true and correct.

The order of placement will be as follows:

- 1. By date of final approval of the application after meeting all eligibility criteria.
- 2. Number of bedrooms and location of unit as stated on application.

- i. An applicant will be placed on the Wait List for the number of bedrooms requested and which is within the following Bedroom Unit Size Standard:

Bedroom Unit Size Standard

No. of Bedrooms	No. of Persons-Minimum	No. of Persons-Maximum
1	1	3
2	1	4
3	2	6
4	4	8
5	5	10

- 3. If applications from multiple applicants are approved at the same time for the same Wait List, the application that was first received according to date stamp upon submittal will be placed on the Wait List first and the other applicants will be listed in descending order based on the date stamp of their respective application.
 - 4. Any request to be added to a community Wait List in addition to the community Wait List originally chosen (after final approval of the original application), must be submitted in writing and be approved by the Housing Authority Executive Director. Approved requests will be added to the requested community Wait List per the original application date. The applicant will also remain on the Wait List for the location—originally chosen unless they have requested to be removed from that Wait List or they are removed from that Wait List due to their failure to provide updated information to the Housing Authority.
- B. Eligible applicants will be notified in writing as promptly as possible as to their position on the Wait List(s).
- C. Applicants will be removed from all Wait Lists for failure to respond to requests for updated information. The applicant will have thirty (30) days to submit their information. Information requests will be conducted on an annual basis if the information has not been previously received during the calendar year.
- D. When an applicant is offered and accepts a unit they will automatically be dropped from all other housing Wait Lists upon move-in. If the unit accepted

is not in their preferred community and/or not the requested number of bedrooms - within the Bedroom Unit Size Standard - the applicant can request, in writing, to be placed on the Transfer Wait List for another community and/or for a different number of bedrooms within the Bedroom Unit Size Standard.

1. However, if the applicant refuses the unit or does not respond to the offer within ten (10) working days, the next applicant on the respective Wait List will be offered the unit. A second refusal of a unit or lack of response by the applicant will result in the applicant being dropped to the bottom of the respective Wait List.
2. If the applicant is offered a unit but the applicant is no longer eligible for that unit due to the Bedroom Unit Size Standard, the applicant will be removed from that Wait List and the next eligible applicant on the Wait List will be offered the unit. The applicant found ineligible due to bedroom unit size shall be placed on an appropriate bedroom size Wait List per application date and in accordance with the Bedroom Unit Size Standard.

Washoe Housing Authority

Homeownership Admission & Occupancy Policies

Chapter 8

Homeownership Program Overview;

The Washoe Housing Authority, hereafter referred to as the Housing Authority, has established these policies to provide direction and governance for the operation of the Homeownership Program when providing housing services to eligible families and individuals served by the Washoe Tribe of Nevada and California.

These policies shall apply to those units that are developed or acquired after October 26, 1996 and are identified as units under the Native American Housing Assistance and Self-Determination Act of 1996.

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, be twenty-one (21) years of age at the time of application, adhere to the application process, provide information as requested, be aware that all information provided will be verified, meet HUD and Washoe tribal criteria, and upon selection continue to meet program requirements.

The Homeownership Program complies with following laws:

1. The requirements of the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and HUD's implementing regulations in 24 CFR 146.
2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and HUD's regulations at 24 CFR part 8.
3. 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 Washoe 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.
4. The Native American Housing Assistance and Self-Determination Act of 1996.

Conditions Governing Eligibility

Chapter 8

8.1 Eligibility for Admission

To be considered for admission to the Washoe Housing Authority Homeownership Program, interested individuals or families whose head of household must be twenty-one (21) years of age to file an application must meet the following eligibility requirements.

- A. Eligibility Requirements for applicants who are:
1. At least one-quarter (1/4) degree enrolled Washoe Tribal member, According to Article 2, Section 1, Membership of the Washoe Tribe of Nevada and California, Constitution and By Laws (See Appendix 2).
 2. Are twenty-one (21) years of age or older.
 3. A Native American Indian family whose head of household or spouse is an enrolled member of a federally recognized tribe.
- B. Who qualify as a family. A family includes, but is not limited to a family with or without children, an elderly family, a near-elderly family, a disabled family, and single person, as determined by the Tribe.
- C. The applicant must have a gross family income, which is not greater than the maximum income limit for its family size as determined by the Housing Authority. The applicant must have a gross family income that is no lower than \$14,000 in order to meet homeownership financial obligations in this program. Income limits for admission to the Homeownership Program, by family size, are found in Appendix 3.
- D. Applicants must be capable and willing to meet all financial obligations of the Homeownership Occupancy Agreement and other occupancy policies established by the Housing Authority.
- E. All applications must be taken at the office of the Housing Authority, located at 1588 Watasheamu Drive, Gardnerville, Nevada. This requirement is made to provide applicants with adequate information about the Homeownership Program.
- F. Whose net family assets are not excessive, unless such assets, together with the adjusted income of the family, are not sufficient for it to obtain and maintain adequate accommodations on the private market.

G. *Who furnishes Social Security cards for all persons living, or expected to be living in the household, over six years of age and must provide verification of their Social Security numbers in one of the following ways:*

1. *Photocopies of valid SSN cards issued by the Social Security Administration.*
2. *Valid state drivers license disclosing SSN.*
3. *Valid state identification card disclosing SSN.*
4. *Statements or verifications received from the Social Security Administration disclosing the SSN.*

The following applies to the documentation of SSNs:

1. *For those family members who do not have a SSN assigned to them, they must certify the fact and apply for a SSN,*
2. *For those family members who do not have a SSN assigned to them and are able to provide a number itself, but are unable to provide documentation at that time, they must certify to this fact. Such family members have 60 days from the date of certification to provide the documentation to the Housing Authority.*
3. *Applicants have 60 days from the Housing Authority's written request, to provide verification of SSNs during which time they will retain their current position on the waiting list. Applicants cannot become an approved participant in the Rental Program until the SSNs have been verified or until acceptable documentation has been produced. If an applicant is unable to document the SSN or provide appropriate documentation at the end of 60 days from the date of certification, his/her eligibility will be denied.*
4. *Residents must disclose and verify Social Security numbers at their annual or interim re-examination. Residents will be granted the same 60 days as outlined above if needed to verify the Social Security numbers. Residents who fail to verify their numbers after 60 days will have their Mutual Help Occupancy Agreement terminated.*
5. *The head of household or spouse must execute a certification that a family member under the age of 18 years either does not have SSN or does have an SSN but is unable to provide documentation.*

H. *Who at time of admission:*

1. are living in dwellings which are unsafe, unsanitary, or overcrowded, or
2. actually without housing due to causes other than the fault of the tenant, or
3. about to be without housing due to causes other than the fault of the tenant, or
4. are to be displaced through action by any public body or court as the result of an improvement program or enforcement of housing standards.

Provided that the requirements contained in this paragraph (H) will not apply to veterans and servicemen and elderly persons or Indian families with respect to units suitable to their needs.

I. Who at the time of application must not owe money to the Washoe Housing Authority, Washoe Utilities Management Administration (WUMA), electrical or gas utility company, or to any Indian/Public Housing Authority. Their application will not receive consideration until the owed monies are paid in full. Proof of payment to any of the aforementioned entities must be furnished by third party verification before the application is to be processed.

8.2 Order of Preference

First preference shall be given to members of the Washoe Tribe of Nevada and California. As among eligible applicants from the Washoe Tribe and other Indians, the following order of preference will be applied in selecting tenants for admission to units of suitable size within range of specified rents as established by the calculation for rents.

- A. Families displaced through action of public body, or court and/or paying more than 50% of family income for rent.
- B. Families living in substandard housing.
- C. Single elderly persons or elderly families.
- D. Families or veterans and servicemen not qualifying as displaced families.

Among families within preference groups A, B, and C, the first preference shall be given to disabled veterans whose disability is service connected; second preference shall be given to families of deceased veterans and servicemen whose

death was service connected; third preference shall be given to other veterans and servicemen

E. Definition of involuntary displacement.

1. An applicant is or will be involuntarily displaced if the applicant has vacated or will have to vacate his or her housing unit as a result of one or more of the following actions:
 - a) A disaster, such as a fire or flood, that results in the applicant's unit becoming uninhabitable.
 - b) Activity carried on by an agency of the United States or by State or Tribal government agency in the connection with code enforcement or a public improvement or development program; or
 - c) Action by a housing owner that results in an applicant's having to vacate his or her unit, where;
 - 1) the reason for the owner's action is beyond an applicant's ability to control or prevent;
 - 2) the action occurs despite an applicant's having met all previously imposed conditions of occupancy; and
 - 3) the action taken is other than a rent increase.
 - d) The applicant has vacated his or her housing unit as a result of actual or threatened physical violence directed against the applicant or one or more members of the applicant's household; or
 - e) The applicant lives in a housing unit with such individual who engages in such violence.

F. Definition of substandard housing.

A housing unit is substandard if it:

1. Is dilapidated;
2. Does not have operable indoor plumbing;
3. Does not have a usable flush toilet inside the unit for the exclusive use of a family;
4. Does not have a usable bathtub or shower inside the unit for the exclusive use of a family;
5. Does not have electricity or has inadequate or unsafe electrical service;
6. Does not have a safe or adequate source of heat;

7. Should, but does not, have a kitchen; or
8. Has been declared unfit for habitation by an agency or unit of government.

For purposes of dilapidated-a housing unit is dilapidated if it does not provide safe and adequate shelter, and in its present condition endangers the health, safety, or well-being of a family, or it has one or more critical defects, or a combination of intermediate defects in sufficient number or extent to require considerable repair or rebuilding. The defects may involve original construction, or they may result from continued neglect or lack of repair or from serious damage to the structure.

G. Definition of family income. For purposes of this section, the applicant is paying more than 50% of Family income for rent.

H. Definition of rent. For purposes of this section, rent is defined as:

1. The actual amount due, calculated on a monthly basis, under a lease or occupancy agreement between a family and the family's current landlord.

8.3 Processing Applications for Admission

Families or individuals seeking housing must submit a completed Homeownership Program application with the Washoe 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 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 who is twenty-one (21) years of age will be obtained from each family seeking admission to the program.
- B. All information relative to previous housing, adjusted family income, net assets and preference rating will be verified and all verified findings will be documented and recorded in the applicant's folder.
- C. Verified information will be analyzed and a determination will be made with the respect to the following:
 1. Eligibility of applicant as a family.
 2. Eligibility of applicant with respect to income limits for admission.

3. Eligibility of applicant with respect to net assets.
4. Size of unit required for the family.
5. Preference category to which the family belongs.
6. Rent which the family should pay.

D. Admission Restrictions include the denial of participation for;

1. Failing to repay previous debts owed to the *Washoe Housing Authority, Washoe Utilities Management Administration (WUMA), electrical or gas utility company, or to any Indian/Public Housing Authority.*
2. Committing fraud in connection with any HUD program, or failing to disclose previously committed fraud in connection with any HUD program.
3. Providing false information on the application.
4. Unsuitability taking into consideration past performance such as previous eviction for non-payment of rent, breach of lease agreement or use of a government assisted unit for illegal purposes.
5. *Documented history of drug or criminal activity involving crimes of physical violence to persons or property and other criminal acts which would be damaging to the health, safety or welfare of their family or other residents.*
6. Refusing or failing to complete required forms or supply requested information.
7. Applicant who appear on HUD's list of suspensions, and limited denials of participation.
8. Applicants must complete required forms and supply requested information within 10 days of date of application.
9. Refusal to sign release forms.
10. Refusal to supply income information.
11. Misrepresentation of family composition.
12. Applicants and Tenants must display civilized, acceptable and responsible behavior.

13. Applicants and Tenants are responsible for supplying complete and accurate information.

- E. Adjusted family income will be computed in accordance with definitions and procedures in Chapter 3 of this policy.
- F. 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.
- G. All applicants will be listed on the waiting list by date the application receives final approval.
- H. The waiting list will be reviewed annually for incomplete and ineligible applications. Upon completing this review these applications will be removed and the applicants notified.
- I. Those applications who have not responded to a request for new information or notification of selection for a homeownership unit within 30 days of such notification will be considered inactive and removed from the waiting list.
- J. Inactive applicants who submit subsequent applications will have a new original application date that coincides with the receipt of the subsequent application.

8.4 Homeownership Occupancy Agreement

- A. A responsible member of the family who is twenty-one (21) years of age who has been accepted as the homebuyer and the Executive Director, or the Housing Authority, or authorized employee, prior to actual admission, shall sign the appropriate homebuyer agreement.
- B. Meet with the Executive Director or authorized employee.
- C. If a resident is currently residing in a rental unit, they will not be eligible for the homeownership program unless all obligations under the current program have been met.
- D. If, at any time during the life of the homeownership and occupancy agreement, a change in the resident's status results in the need of changing or amending any provision of the agreement, either;
 - 1. A new agreement will be executed, or

2. An appropriate rider will be prepared and made a part of the existing agreement, or appropriate insertions will be made within the instrument. All copies of such riders or insertions are to be dated and signed or initiated by the resident and by the Executive Director or authorized employee.
- E. The unit can only be transferred to another family member as identified in the Homeownership Agreement.

Washoe Housing Authority

Selection of Homeownership Program Participants

Chapter 9

9.1 Policy Statement

This policy shall apply to those homebuyers that are selected to participate in the Homeownership Programs developed or operated by the Housing Authority after October 26, 1996. These Homeownership Programs may be modeled after the Mutual Help Program that existed under the 1937 Housing Act. This policy shall cover the building of new units or purchasing of units that were previously under the 1937 Housing Act or units purchased on the open market under the Housing Authority's acquisition program.

9.2 Selection of Eligible Families

All applications will be reviewed by the Housing Authority to determine if they meet all the necessary requirements of the Homeownership Program. Information will be verified by third parties, where possible, before final consideration is given.

Required information is found on the application and in Chapter 8, Conditions Governing Eligibility.

9.3 Notification of Applicants

A. Selected Families

The Housing Authority will give each family selected for the Homeownership Program a written Notice of Selection, which include the following statements:

1. That the family has been selected.
2. That the site for the family has been approved.
3. That the family will be advised at a later date of the time and place for the execution of the Homeownership and Occupancy Agreement (HOA), which will describe the family's required initial contribution toward homeownership, and other obligations, and the name of the person or persons who must execute the HOA on behalf of the family.

4. For the construction of a new unit, a notice that after the construction contract has been signed, the Housing Authority will send the family a written notice of confirmation which will state the estimated date of completion of the homebuyer's unit, and the family's required contribution such as labor, materials, land, equipment, or cash.
5. For the purchase of an existing Housing Authority unit or purchase of a house on the open market, the Housing Authority will send the family a written notice of confirmation which will state the estimated date of completion of the necessary purchase documents, the family's required contributions such as labor, materials, land, equipment, or cash.
6. That the Notice of Selection is not a contract and that it does not mean that the Housing Authority or HUD is legally obligated to the homebuyer.

9.4 Applicants Not Selected

Eligible applicants who are not selected will be notified in writing. The notice will state that the applicants will remain on the Waiting List for admission to any other Homeownership Project of the Housing Authority.

9.5 Participant's Move-In Meeting

- A. Prior to occupying their Homeownership unit, the family, accompanied by the Housing Authority staff will complete a Move-In Inspection to record the condition of the house. 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 the Housing Authority staff.
- C. The Participant's Move-In Meeting shall include a review of the selected family's responsibilities as a homebuyer.
- D. At the Participant's Move-In Meeting, 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.

9.6 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

Washoe Housing Authority

Establishing House Payments at Admission And Re-examination for Determining House Payment Adjustments

Chapter 10

10.1 Policy Statement

The methodology in this section used to determine the monthly house payment requires that certain exclusions be deducted from the annual income to determine the family's adjusted income. The Housing Authority determines house payments by applying 15% to the monthly-adjusted income.

The monthly house payment that is established for the homebuyer at the time of entry into the program shall remain in effect throughout the year, unless, the homebuyer experiences a decrease in income or change in family composition that will result in a decrease in the monthly house payment during the year prior to the required annual re-certification process. Any increase in income during the year will not have to be reported until the annual re-certification is completed. An increase in income may result in an increase in the monthly house payment based on the verification of all information that is required at the time of re-certification.

10.2 Calculation of house payment

Monthly house payments shall be calculated after determining the family's gross income minus the exclusions as defined in Chapter 2, section 2.3 C (exclusions from income). The Washoe Housing Authority shall charge no more than 15% of the family's adjusted income for the Homeownership Program.

The following rational is used to determine monthly house payments. A computer program utilized by the Housing Authority determines the actual rent.

Annual Income-allowable exclusions x 15% = monthly house payment

10.3 Required monthly house payment

After occupancy of the unit, each homebuyer is charged a required monthly house payment. The required monthly house payment is the greater of:

- A. The Administrative Charge that is \$125.00 per month and is subject to change by the Board of Commissioners. Any change in the Administrative Charge

will be based on any increase in administrative expenses to operate the Homeownership Program.

- B. The homebuyer's monthly house payment that exceeds the Administrative Charge but is less than the maximum house payment.
 - C. The maximum house payment shall not be less than the sum of the Administrative Charge and the monthly debt service amount as shown on the homebuyer's purchase price schedule.
 - D. The minimum house payment shall not be less than the Administrative Charge.
 - E. Monthly payments are due the 1st of every month, should the payment be after 5th of the month a late fee will be assessed of \$20.00.
- 10.4 Families participating in the Homeownership Program are also required to recertify annually as described in Chapter 11. Adjustments in the family's house payment may be made for the following reasons:
- A. Change in family income. The house payment shall be appropriately adjusted upon occurrence of a substantial change in adjusted family income. A change in income is defined as:
 - 1. Any changes that would result in a change in the house payment being paid.
 - B. Change in family composition. The house payment shall be appropriately adjusted upon the occurrence of any of the following circumstances:
 - 1. Loss of homebuyer through death, divorce, or other continuing circumstances, or the addition of a family member whom in accordance with the Housing Authority policy should become the homebuyer.
 - 2. Loss or addition of principal income recipient through divorce, death, marriage, or other continuing circumstances.
 - 3. Hardship due to mental reasons, accidents or other hazards as determined by the Housing Authority.

10.5 Effective Dates for house payment adjustments

Increases in the house payment will be effective the first day of the month following the annual re-examination. Decreases in a house payment will be

effective the first day of the month in which the change is reported. Circumstances resulting in a decreased house payment will be verified prior to adjusting the house payment. In no event will the house payment be less than the monthly administrative charge of \$125.00.

10.6 Monthly Equity Payment Account (MEPA)

If the monthly house payment exceeds the Administrative Charge, the amount of the excess shall be credited to the homebuyer's monthly equity payment account (MEPA).

10.7 Administrative Use of MEPA

Upon conveyance of a paid off unit, any MEPA left in the homebuyer's account will remain with the Housing Authority for use for Affordable Housing Activities.

Washoe Housing Authority
Eligibility for Continued Occupancy
And
Periodic Re-Examination
For
The Homeownership Program

Chapter 11

11.1 Eligibility for Continued Occupancy

In order to continue to participate in the Homeownership Program, the homebuyer must continue to meet the following requirements of the programs as well as the requirements of the Homeownership and Occupancy Agreement.

- A. Continue to qualify as a family as defined in Chapter 1.
- B. The homebuyers, members of his/her household and visitors must comply with all laws affecting the use of occupancy of the premises.
- C. The homebuyer must make house payments promptly on the first day of the month and pay, at a minimum, the administrative fee of \$125.00. The administrative fee is also known as the minimum house payment.
- D. The homebuyer shall keep the interior and exterior of the house and the premises in a clean and sanitary condition.
- E. 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.
- F. The homebuyer may not make any structural changes to the house or grounds unless the Housing Authority grants permission.
- G. 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.
- H. The homebuyer must abide by all conditions of the Homeownership and Occupancy Agreement.

11.2 Periodic Re-examinations

The eligibility of all families is to be re-examined periodically at least annually and upon such determination of adjusted income, the house payment shall be adjusted accordingly.

Periodic re-examination will be conducted when the homebuyer notifies the Housing Authority that they have experienced a decrease in income or change in family composition that would result in a decrease in the monthly house payment.

A. Special Re-examinations. When it is not possible to estimate adjusted family income with any reasonable degree of accuracy at time of admission or regular re-examination, a temporary determination will be made with respect to income; a special re-examination will be scheduled. Such special re-examination will be scheduled within the Executive Director's discretion. The tenant will be notified in advance and in writing as to the date of the special re-examination.

B. Re-examination procedures.

1. The monthly payment is re-determined annually and put into effect on the anniversary date of the date of occupancy. The Executive Director has the discretion to re-examine the monthly payment more frequently than annually if the need arises.
2. Changes in monthly payments, which result from regularly scheduled re-examinations, are effective thirty (30) days after the homebuyer is notified of the change.
3. When a homebuyer fails to provide income information promptly, changes in monthly payment due to re-examination may be made retroactive to the proper effective date.

C. Action Following Re-examinations

1. If there is any change in the house payment, the Housing Authority will mail or deliver a "Notice of House Payment Adjustment" to the homebuyer in accordance with paragraph 7.4 of the Homeownership and Occupancy Agreement.
2. If, upon re-examination, it is found that the income of a family has decreased below the approved income limit for occupancy the family will be notified they are ineligible. The Housing Authority shall give the family written notice to meet with the Housing Authority staff to

determine if the situation is temporary and work out a plan to either correct the problem or assist the family in finding alternative housing.

3. 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.

Washoe Housing Authority

MEPA Use Policy

Chapter 12

12.1 Policy Statement

This policy shall apply to all Mutual Help units developed under the 1937 Housing Act prior to October 26, 1996 and Homeownership units built or acquired under the Native American Housing Assistance and Self-Determination Act of 1996.

12.2 Purpose

The Monthly Equity Payment Account (MEPA) is an account for funds that exceeded the homebuyer's monthly house payment. Each homebuyer shall have a Monthly Equity Payment Account on their homebuyer ledger sheet and is identified as account 2171. Funds from this account can be used for betterment and/or additions to either a Mutual Help or Homeownership unit. 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. The homebuyer will not be allowed to use the MEPA within six (6) months of the payoff of their home, however the Executive Director can approve usage of the MEPA between six (6) and three (3) months for health and safety issues.

- A. Betterment is defined as: Any improvements made to the home or grounds that does not result in additional square footage.
- B. Additions are defined as: Any improvement made to the home that will result in additional square footage to the main home or a structure to be erected that is not connected to the main home, but within the leased property. Any request made by the homebuyer to make additions and structural changes to the home or erecting a structure shall be submitted to the Housing Authority in writing with a drawing of the proposed change(s) for approval.
- C. All work will be executed by a licensed contractor, or homebuyers may select from a list of the qualified individuals approved to perform work on WHA units in their specific areas of expertise. WHA will provide a current list to WHA participants. All contracts for additions will be reviewed and approved by the WHA.

12.3 Approval Process

The homebuyer must be in compliance with their MHO Agreement or

Homeownership Agreement in order to use MEPA funds. The use of MEPA funds for the purpose of bringing a delinquent house payment account current is allowable as identified in each agreement. The Executive Director or his/her designee shall approve the use of MEPA funds under \$5,000. Requests that exceed \$5,000 shall be submitted to the Board of Commissioners for approval. MEPA requests in excess of \$5,000 shall be submitted no later than the last day of the month prior to the scheduled BOC meeting, the request will be considered at the following BOC meeting.

MEPA requests will be processed no earlier than five (5) business days. MEPA requests will be submitted using the WHA MEPA request form. MEPA requests will require three (3) bids or quotes. All MEPA requests shall be logged in at the front desk. The Housing Authority will require the homebuyer to submit the following documents.

- A. Complete and submit Request for MEPA using standard MEPA Request Form.
- B. Submit Environmental Assessment in compliance with Washoe Tribe's Environmental Land Use Plan for any additions, betterments and/or structural construction.
- C. A statement authorizing the Housing Authority to expend funds from the homebuyer's MEPA for repairs, replacement, handicap conversion, additions, or betterment.
- D. A certificate of understanding that the homebuyer fully understands that any replacement, improvement, and/or additions become a part of the home and will not be removed should the homebuyer vacate the home for any reason.
- E. An itemized cost estimate of the work to be performed.
- F. 3 vendor and/or contractor cost quotes for material and/or labor to be purchased.
- G. Name of certified contractor to perform the work.
- H. Contractor's plans and specifications, if a contractor is being hired to perform the work. All betterments, additions, or erected structures will be built in compliance with the Uniformed Building Codes.
- I. Inspection schedule and payment schedule.
- J. Contract for services. All contracts will be reviewed and approved by the **WHA.**

- K. All receipts or itemized invoices for incurred expenses upon completion and inspection of the work in accordance with the signed contract.
- L. Bills for utilities that the Participant is requesting to be paid out of their MEPA.

12.4 Allowable Uses

- A. Handicapped access conversion - rehabilitation of a home for handicapped use, i.e. bathroom(s), doorways, entrance ramps, handrails, counter top and modified cabinet, fixtures, and lighting.
- B. Repairs and/or replacement 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, appliances and landscaping identified on the WHA approved allowable uses list.
- D. Building additional bedrooms, living space, deck, garage, shed, driveway, patio, and sidewalk.
- E. If a homebuyer becomes delinquent on house payments, MEPA funds may be used up to three times in a 12-month period beginning each year in January. One house payment will be considered one (1) MEPA request. (Ex. Request for two (2) months of house payments equals two (2) MEPA requests, etc.) The amount used may not exceed the monthly administrative fee for each time used or may be used only once with the total amount not to exceed three times the monthly administrative fee. At no time will a homebuyer be reimbursed for payroll deductions, for house payments.
- F. A homebuyer that experiences financial hardship that causes the family to fail to meet utility payments may use their MEPA funds up to three (3) times in a twelve (12) month period. Participant must provide a statement of hardship for the above requests. One Month of utility payments will be considered one (1) MEPA request (Ex. Request for two (2) months of utility payments equals two (2) MEPA requests, etc.).

12.5 Unallowable Uses

- A. MEPA funds shall not be used for luxury items that are listed below:

1. Hot tub
2. Spas
3. Swimming pools
4. Electronic equipment
5. Household furniture

12.6 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 where purchase for material was made using the Housing Authority Purchase Order System. **At no time will payments be made directly to the homebuyer for any material or contractor invoices. The MEPA program will not be used to reimburse any participant who chooses to make purchases or enter into contracts on their own, previous to their MEPA request to WHA.**
- B. For construction of additions or major improvements, payments may be processed in two phases.
- 1) Payments will be executed in accordance with the payment schedule and approved inspection. Payment for non-contract materials and/or appliances will be executed upon receipt of quotes or bids.
 - 2) Final payment upon completion of work, approved final inspection, and acceptance of the work by the homebuyer. A 10% amount of the contract price will be retained for sixty (60) days.

12.7 Inspections

For construction of additions or structural changes, the Housing Authority will conduct interim inspections, and upon completion of the project, a final inspection will be conducted prior to final payment (less retainage) being issued.

12.8 Administrative Use of MEPA

Any remaining MEPA will remain with the Housing Authority.

Washoe Housing Authority

Sub-lease Policy

Chapter 13

13.1 Policy Statement

This sub-lease policy is for the units in the Mutual Help Housing Program developed under the U.S. Housing Act of 1937 and units developed or purchased under Native American Housing Assistance and Self-Determination of 1996.

13.2 Purpose

The purpose of this policy is to establish basic criteria for any isolated cases, which might occur, following occupancy of the home by the homebuyer, where temporary absence from the home is an absolute necessity for the best interest of the family.

13.3 Condition acceptable for Sub-leasing

- A. Temporary loss of income in the area of the home, which necessitates a 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, specialist, Indian Health 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 sub-leasing may be requested in the event the head of household shall be required by the U.S. Government to fulfill a military obligation which was not foreseen at the time of occupancy of the home. 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.

13.4 Procedure of Sub-leasing

- A. Upon notification of the request to sub-lease a home by a homebuyer, the Executive Director shall proceed to acquire proof for the reason a sub-lease is requested. The homebuyer requesting to sub-lease shall be responsible for furnishing the required proof.
- B. The request shall indicate the name of the person who will be involved in the sub-lease. The family sub-leasing the home shall be required to complete an application for housing and qualify for the Homeownership Program.
- C. The Housing Authority shall furnish a sub-lease agreement, as the house is still the property of the Housing Authority.
- D. The amount of the house payment shall be based on the income of the Sub-lessee. Any amount in excess of the monthly Administrative Fee shall be credited to the homebuyers Monthly Equity Payment Account.
- E. Upon completion of the above information, the request shall be submitted to the Board of Commissioners at a regular monthly meeting for final approval or rejection. The decision of the Board of Commissioners will be final.

13.5 Sub-lease period

The period of the sub-lease for Mutual Help or Homeownership Homes shall be for no more than twelve (12) months. At the end of the twelve month sub-lease, should there be valid reason for any extensions or further disposition, the Homebuyer shall appear personally before the Board of Commissioners and any decision rendered by the Board of Commissioners shall be final.

13.6 Prohibitions

- A. At no time shall a Homebuyer sub-lease his/her home for profit or monetary gain. 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 over the house payment as determined by the sub-lessee's income to the Homebuyer.
- B. Should the Housing Authority find the prospective sub-lessee unsuitable, such findings shall be documented and homebuyer shall be required to find another sub-lessee.
- C. This sub-leasing policy shall in no way alter the terms and conditions of the Mutual Help and Homeownership Agreements. The same terms and

conditions of both agreements shall be binding on the sub-lessee as well as the homebuyer.

Washoe Housing Authority

Transfer Policy Chapter 14

14.1 POLICY STATEMENT

The Board of Commissioners of the Washoe Housing Authority, hereafter referred to as the Housing Authority, recognizes that from time to time, families participating in Housing Authority housing programs may wish to transfer from one unit to another for various reasons. This policy is to be utilized by the Housing Authority and Homeownership and Rental program participants requesting transfers. **This policy is not to be confused with the mandatory transfer of Rental Program participants that are required to transfer from unit to another due to a change in family composition.**

14.2 APPLICATION AND APPROVAL PROCESS

Any family currently participating in a housing program owned or managed by the Housing Authority requesting a transfer to another project, program, or unit must do so in writing to the Executive Director and the Client Services Manager of the Housing Authority. The Executive Director and the Client Services Manager will review the requests for compliance with this policy before submitting the request to the Board of Commissioners. All transfers are subject to availability of units.

- I. Selection Process – once a unit becomes available it will be offered to the next individual or family on the Wait List for that community and bedroom size. Should the Wait List person turn down the unit, the next person on the Transfer Wait List for that community and bedroom size will be offered the unit.

14.3 REASONS FOR TRANSFER

The Housing Authority may approve transfers for the following reasons:

- A. The education of children where there is no school available in the Community where the family is currently residing. Verification from the State of Nevada or Washoe Tribal Education Department that there is no school available is necessary to approve a transfer for this reason.

- B. Transferring to another Community for permanent employment or educational purposes. Requests of these types must be documented by third party verification from an employer or letter of acceptance from the institution that will be providing the educational program.
- C. Transferring to another Community to be closer to a medical facility to receive long-term medical treatment not available near the Community where the family is currently residing.

14.4 REQUIREMENTS FOR TRANSFER

- A. Program participants must be current on house or rent payments to the Housing Authority, electrical or gas utility company in order to be eligible to request a transfer. Program participants with any type of delinquent account with the Housing Authority shall not be eligible to request to transfer.
- B. All requests to transfer shall be approved or rejected by the Board of Commissioners of the Housing Authority.
- C. Program participants may only be approved for a transfer one time.
- D. Program participants will only be approved to transfer from one Community to another Community and not request to transfer within the same Community.
- E. Participants requesting transfers within the Rental Program will be required to pay a deposit on the unit they are transferring to. Upon receiving a satisfactory inspection on their previous unit, the deposit on that unit will be refunded to them or the balance if any work had to be done on the unit and the cost was deducted from the deposit.

14.5 REQUIRED MAINTENANCE AND REPAIRS PRIOR TO TRANSFER

- A. The Housing Authority Maintenance Department shall inspect the current unit of any program participant that has been approved to transfer prior to move-out.
- B. Any necessary repairs of the unit shall be completed by the participant prior to move-out.
- C. If the participant requests the Housing Authority to complete any necessary repair work prior to move-out or if the participant is unable to perform the repair work and the Housing Authority has to perform repair work after a

move-out, the current participant shall be charged for the repair work. If the Housing Authority is to complete the repair work and the work cannot be completed prior to move-out and the total amount of charges cannot be accurately estimated, a “good faith” estimate shall be agreed to by the participant and the Housing Authority.

- D. In the case of the homeownership program transfer, the Housing Authority may allow a participant who has been approved to transfer to use MEPA funds to pay for any repairs.

14.6 TRANSFER OF UNITS BETWEEN FAMILIES IN THE HOMEOWNERSHIP PROGRAM

Homebuyers may transfer all rights, benefits, duties, and obligations of a homebuyer agreement to another eligible participant only upon approval of the Housing Authority.

- A. Any request for transfer shall be made in writing to the Executive Director and the Client Services Manager of the Housing Authority, both families must meet all applicable requirements for transfer, and must meet continued occupancy requirements before approval will be granted.
- B. Homebuyers approved to transfer will be required to sign an addendum to their Mutual Help and Occupancy Agreement (MHOA) to reflect the change in the property description of the new unit.
- C. Homebuyers will be required to quitclaim any interest in the original unit to the Housing Authority and the quitclaim language will appear in the addendum to the MHOA.

14.7 PURCHASE PRICE SCHEDULE IN THE HOMEOWNERSHIP PROGRAM

- A. All rights, obligations, and, if applicable, equity shall be transferred to the new unit.
- B. The purchase price shall be the remaining balance owed on the new unit as determined by the Housing Authority.