



# **PINOLEVILLE POMO NATION**

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## **Pinoleville Pomo Nation Housing Department**

### **Eligibility and Occupancy Policy**

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## I. Introduction

This policy is designed to serve as a guide for the Pinoleville Pomo Nation Housing Department (PPNHD) to use in determining eligibility, admission of applicants, selection criteria, and occupancy standards. This policy provides for consistent, equitable, and uniform treatment of clients, and is a basis for decision making by the PPNHD staff. This policy is applicable to all PPNHD clientele, including but not limited to applicants, residents, renters, homebuyers, and PPNHD program participants.

## II. Eligibility for Housing

Applicants must meet all of the following eligibility requirements to be eligible for the PPNHD's low income Housing and Urban Development (HUD) aided rental units.

### a. **Family Composition** (see 24 CFR Part 1000.104 & Section 201(B) of NAHASDA)

An applicant must qualify as a family, defined by this policy as; two or more persons who are related by blood, marriage, and who have evidenced a stable family relationship; or single person who lives alone and intends to live alone and does not qualify as an elderly family, displaced person, or remaining member of a tenant family; or a single person who is elderly or near elderly, handicapped, disabled, displaced, or the remaining member of a tenant family.

An applicant must qualify as an Indian family, defined by this policy as a family whose head of household or spouse is an enrolled citizen of the Pinoleville Pomo Nation (PPN). Exceptions of Indian Families who are not enrolled with the PPN are to be made by the Board of Commissioners (BOC) at their full discretion.

### b. **Non- Indian Families** (see 24 CFR Part 1000.106, 108, 118 and Section 201 (b)(3) of NAHASDA)

If an applicant qualifies as a family, but does not qualify as an Indian Family, the BOC may determine the family to be eligible if the family demonstrates to the BOC satisfaction that their presence in the community is essential to the wellbeing of other Indian Families and their need for housing cannot reasonably be met with other local housing programs.

### c. **Previously Evicted Tenants**

No applicant shall be eligible for admission to the PPNHD if that applicant, or any adult member of the applicant's designated household, has previously been evicted from the PPNHD program, unless all outstanding balances owed by the said tenant are paid in full and the applicant demonstrates to the BOC that the applicant will be a satisfactory tenant. No prior evicted tenant shall be eligible to apply for admission to the PPNHD program for a period of one year from the date of eviction from the PPNHD. If the tenant is evicted for drug or alcohol violations, the tenant must submit in writing to the BOC how they have taken control of their situation i.e., drug & alcohol program, counseling or outpatient program completion.

### d. **Income Limitations**

**i. Maximum Income**

The applicant must qualify as a low-income family, defined as a family whose income does not exceed 80% of the median income for the area or United States, whichever is greater. Income limits are adjusted for family size and updated on an annual basis. The current income limits are available upon request from the PPNHD office.

**ii. Income Sufficient to comply with Program Requirements**

Under PPNHD low-income HUD aided rental units, participants are required to satisfy obligations such as user fees, and utilities. The applicant must demonstrate the ability to meet these requirements. The minimum income acceptable is adjusted by family size. The applicant's annual income will be determined by estimating the anticipated total gross income from all sources to be received by the head, spouse, and additional members of the family over the next 12 months.

**iii. Income Verifications**

In order to determine that data upon which determination of eligibility, selection, preference, and rents/payments to be charged are accurate; such data must be verified by the PPNHD. The preferred method of verification shall be written verification by a third party.

**III. Receipt of Applications and Determination of Eligibility**

- a. To assure compliance with the tenant selection criteria, applications are to be accepted from all families apparently eligible seeking admission to the HUD- aided rental units. This rule is to hold, regardless of the number of eligible applicants on hand. The pool of active applications shall be kept current by requesting each applicant to inform the PPNHD at least annually of continued interest. Notations of dates of contact and of applicant's continued interest are to be made part of the application record.
- b. Applications shall be received at the Pinoleville Pomo Nation Housing Department office located at 500 B Pinoleville Drive, Ukiah. CA. All applications are to be fully completed and signed. Immediately upon receipt, the application will be date/time stamped, and initiated by the PPNHD staff. Completed applications may be mailed or delivered in person.
- c. The application is the basic record of each family/person applying for admission and/or services. Each applicant will be required to provide all information requested on the application and to sign all necessary forms, documents, and certifications. All information or any statements made by the applicant are subject to verification. Verification of all information that affects eligibility, family composition, selection, priority or preferences, annual income, unit size, determination of affordable payments or rent, and housing need is required.
- d. If during the application process it appears that the applicant is definitely not eligible, the applicant is to be so informed and the application classified as ineligible. In such instances, sufficient information is to be entered on the application form to establish ineligibility.
- e. The applicant is responsible for providing all of the necessary information and accurately completing the application as required. The applicant must certify that all information contained in the

application is true and accurate to the best of his/her knowledge. The applicant is responsible for making corrections or updating the application on an annual basis. Failure to update an application for a period of 12 months is grounds for placing the application in an inactive file and removing the family from the waiting list. If all necessary documents and information is not returned in a timely fashion, the application will be considered incomplete and filed as such.

- f. Complete and accurate verification records consisting of, but not limited to, the following are to be maintained:
  - i. Third Party Income verification from employer
  - ii. Tribal Certification from tribe which the applicant is an enrolled citizen.
  - iii. Background Check
  - iv. Certified statements, or summary data from books of accounts, from self-employed persons;
  - v. Verification of applicant paying more than 50% of monthly income for rent
  - vi. Reference Checks from previous landlords
  - vii. Reference from Drug and Alcohol Counselor, if applicable.
  - viii. Evidence of willingness to participate in appropriate counseling service programs, and availability thereof;
  - ix. Credit Check for Head of Household and Spouse/ Co tenant
- g. Verification data are to be received and evaluated and received for completeness, accuracy, and conclusiveness. Where the information received is not completely adequate in all respects, follow-ups or new efforts to obtain such information are to be made and carried through to conclusion. If during the verification process it becomes evident that the applicant is ineligible, the investigation is to be discontinued and the applicant notified of their ineligibility and the reasons therefore.
- h. Each applicant shall be notified within 30 days of their eligibility status. The PPNHD staff will determine initial eligibility; the B.O.C. will make the final decision as to the family's admission to the PPNHD program. An applicant determined to be ineligible shall be promptly notified in writing. The notice shall state the reason(s) for the ineligibility and advise the applicant of his/her right to appeal. The appeal must be requested within 30 calendar days of the date of the notice. An appeal hearing to make a final determination of eligibility shall be scheduled at the earliest convenience of both parties. The applicant is given the opportunity to produce evidence, clarify information, and/or ask questions regarding eligibility.
- i. If the applicant is deemed eligibility for admission to the housing program, the applicant will be notified in writing of this decision, a statement that failure to respond within 30 days shall be regarded as a rejection of the offer, A statement that a homebuyer agreement/contract/lease will need to be executed if a family is willing and able to do so; A statement that the notice is not a contract and does not obligate the Pinoleville Pomo Nation Housing Department in any way. A statement that a rejection of the offer shall result in the family receiving a new date and that their application will be placed at the bottom of their priority group on the waiting list;
- j. If the PPNHD determines that an applicant meets the admission requirements, but is not to be selected for a certain rental project, PPNHD shall notify the applicant in writing. The notice shall state that the applicant will remain on the waiting list for consideration in the event of a vacancy in a different housing project.

- k. If there is a delay of any consequence between the determination of a family's eligibility and the time it can be admitted to a unit, PPNHD staff will ask the applicant if there are any changes to their household size or monthly income amount.

#### **IV. Waiting List Administration**

- a. The PPNHD shall maintain a waiting list of approved applicants, separate and apart from any other PPN list. The list shall be comprised of applicants who have been determined to be eligible. The eligible applicants will be placed on the waiting list by order of priority (see selection preferences). Within each priority group, the applicants will be placed in chronological order, with the oldest application being first and the most recent application being last.
- b. Any applicant on the waiting list who wishes to be removed from the list must submit a written request to the PPNHD. Otherwise, no eligible applicant may be removed from the waiting list except for failure to update in a timely manner.
- c. The B.O.C reserves the right to close the waiting list and suspend the taking of new applications at any given time. The B.O.C. may also set submission deadlines for inclusion in a particular project, program, or funding year.

#### **V. Application Files**

- a. **Eligible-** This file contains those applications which have met initial eligibility requirements and have been placed on the waiting list for the Pinoleville Pomo Nation Housing Department program.  
**Ineligible-** This file contains those applications which have not met initial eligibility requirements and have been determined to be ineligible for the PPNHD program.  
**Incomplete Pending-** This file contains those applications which have not been sufficiently completed or verified for a determination of eligibility to be made. Applicants submitting an incomplete application will be notified and given 7 days to submit the missing information. If the information is not submitted in a timely manner, the application will be placed in the inactive file.  
**Inactive-** This file contains those applications which have not been updated within 12 months. Those applicants will be removed from the waiting list and will have to re-apply in order to be placed back on the waiting list. Those applications will receive a new application date but will be permitted to maintain their priority or selection preference, if qualified. Incomplete applications which are not completed in a timely manner will be placed in this file.

#### **VI. Selection Procedure and Requirements**

- a. The PPNHD shall select eligible applicants from the appropriate waiting list in accordance with the selection preferences (priority groups) outlined below and the applicant's respective eligibility dates.
- b. Eligible applicants will receive points based on their circumstances. Those applicants with the most points will be at the top of the waiting list. Preference will be given to citizens of PPN followed by other applicants. The point system is as follows:

- i. **100 points:** Preference citizen points, enrolled citizen of the Pinoleville Pomo Nation, head of household only. Households with minor children who are enrolled citizens of the Pinoleville Pomo Nation will also get the 100 points.
  - ii. **25 Points:** Preference will be given to elderly, 62 years old and over, and/or who have been authorized a fulltime caregiver.
  - iii. **15 Points:** Applicants documenting a request for reasonable accommodations due to a verifiable disability, as defined by HUD Fair Housing.
  - iv. **10 Points:** Applicants or “extended” families sharing a single dwelling unit and the number of persons residing in the home exceed the maximum number of people based on the Occupancy Standards contained further in this policy shall be considered as “homeless” upon documentation. Also, applicants who are living in a home that is not habitable as determined by PPN Housing Department.
  - v. **5 Points:** Enrolled citizen of other federally recognized tribe, head of household only.
- c. Victims of Fire and/or Flood will be given immediate priority for the next available house, over those already on the waiting list, no matter what their priority score is or length of time they have been on the waiting list. Families have to be eligible according to the program requirements, be tribal citizens and a 90-day limit for those families who may be from 80-100 percent of national median income.

**VII. Transfer of Units**

- a. Any family/person(s) requesting a transfer to another project, program, or unit must do so in writing. All transfers are subject to availability of units. The B.O.C may approve transfers for the following: size of unit not compatible, employment and/or education, domestic violence, handicap accessibility. Two families may transfer (trade) units if both parties agree that it is in their best interest, and the B.O.C approves.
- b. In order to transfer, a family must be up-to-date on their house payments/rent. All necessary repairs and rehabilitation of the unit shall be charged to the current homebuyer/participant prior to move-out. If the total amount of charges is unclear, a “good faith” estimate shall be provided by the Pinoleville Pomo Nation Housing Department.
- c. A homebuyer/tenant may transfer all rights, benefits, duties, and obligations of a homebuyer/lease agreement to another person(s) in certain circumstances. The request shall be made in writing and all applicable requirements for transfer and admission must be satisfied by both parties before approval will be granted.

**VIII. Occupancy Standards**

- a. In order to prevent overcrowded conditions and wasted space, homes shall be assigned in accordance with the following schedule. The B.O.C may make exceptions due to unusual

circumstances. Factors to be considered include age and sex of children, potential changes in family composition, availability of unit sizes, etc.

Number of Bedrooms	Number of Persons
2	1-3
3	3-6
4	5-8
5	7-10

- b. Units will be assigned so as not to require use of the living room for sleeping purposes. Every Family member regardless of age shall be counted as a person. An unborn child will not be counted as a person.
- c. Units are to be assigned so that it will not be necessary for persons of the opposite sex, other than husband and wife, to occupy the same room.

**IX. Execution of Rental Lease**

- a. Prior to occupancy of a unit, the participant/homebuyer shall execute a lease/homebuyer agreement/contract with the PPNHD. This agreement is a legal document which describes rights, duties, obligations, and responsibilities, and shall be executed promptly after final selection of the applicant. The agreement shall be executed in duplicate original with both parties receiving an original document. The head of household and spouse will sign the agreement and the Chairperson will sign on behalf of the PPNHD.
- b. The execution of the lease/homebuyer agreement/contract shall be no later than 30 days after notification of acceptance. This time frame is set in order to allow a low-income family to become “locked in” to a unit.
- c. If the homebuyer/resident (head or spouse), or unit (due to transfer) changes, a new agreement shall be executed. The B.O.C may revise or adopt policies which affect the residents’/homebuyers’ obligations and requirements under the agreement. Such changes do not require execution of a new agreement.
- d. The homebuyer/resident may terminate the agreement provided that a 30-day written notice is given to the PPNHD, and the procedures for termination contained in the agreement are followed.
- e. The B.O.C may terminate the agreement in accordance with the provisions contained in the agreement. A failure to comply with any of the requirements, obligations, or duties outlined in the agreement shall be grounds for termination. The PPNHD shall issue a notice of breach to the resident/homebuyer promptly after the occurrence of such a breach, notify the resident/homebuyer of grievance procedures, and state the action required by the B.O.C to amend the breach. If the breach is not amended to the satisfaction of the B.O.C, a notice of termination shall be issued. The notice of termination shall be in accordance with the terms and conditions of the agreement.
- f. All copies of the lease revisions are to be dated and signed by the tenant and the authorized PPNHD staff member.
- g. The resident is required to pay a security deposit in the amount of \$200.00 The deposit shall be

refundable at the time of move-out, provided that all conditions, obligations and requirements of the PPNHD and lease agreement have been satisfied.

- h. At the time of initial occupancy, a move-in inspection shall be conducted with the PPNHD inspector (representative) and the homebuyer/resident. The homebuyer/resident shall be permitted to have a representative of their choice present at the initial inspection to assist them.
- i. At the conclusion of the initial inspection, the homebuyer/resident shall sign an inspection report detailing any deficiencies in the unit/home. The PPNHD shall correct the deficiencies within a reasonable amount of time 90 days.

#### **X. Annual Recertification and Inspections**

- a. Homebuyers/residents are required to re-certify on an annual basis. The date for re-certification will be the anniversary of the family's move-in date (initial occupancy). Re-certification includes verifying information needed to determine homebuyer payment/rent payments and other vital information concerning the family's composition and records. The PPNHD shall notify the homebuyer/resident of the need to re-certify and set a date/time for the re-certification.
- b. The homebuyer/resident is required to list all occupants of the unit/home on the family's admission form/record/application for continued occupancy. The completed application and any attachments shall be signed by the homebuyer/resident. Any visitors who remain for an extended period 14 days are subject to inclusion on the family's official record.
- c. The PPNHD shall conduct a thorough inspection of the interior, exterior, and adjacent grounds of the unit/home. The homebuyer/resident shall sign the inspection. The homebuyer/resident shall sign the inspection report, which contains the results of the inspection.
- d. After the annual re-certification process is complete, an adjustment in payment/rent amount will be made effective the month immediately following the re-certification. Increased rent/payment adjustments will be made retroactively unless the B.O.C determines that re-certification was delayed by the PPNHD or some other third party, and that the homebuyer/resident was in no way at fault. Decreased rent/payment adjustments will be made retroactively only if the B.O.C determines that the re-certification was delayed by the PPNHD or some other third party, and that the homebuyer/resident was in no way at fault.
- e. If a homebuyer/resident fails to provide information or provides false information for a required re-certification, it is considered a breach of the homebuyer agreement/lease and is grounds for termination of the agreement. Providing false information to or withholding information from the PPNHD may be considered fraud, which is a crime punishable under the law. If a homebuyer/resident fails to respond to the letter requesting re-certification information, a written notice will be sent out with a deadline for submission of information. If the homebuyer/resident fails to meet the deadline, the PPNHD shall notify the homebuyer/resident of the breach of the agreement and proceed with eviction procedures outlined in the agreement and the PPNHD's collection and eviction policy.
- f. The homebuyer/resident may voluntarily request a re-examination of income and/or re-certification if he/she feels that circumstances have occurred which would affect the monthly-required payment/rent. The PPNHD will process these requests on a first-come, first-served basis.



- g. The homebuyer /resident may be required to submit additional information at re-certification, if the B.O.C deems it necessary to complete the family's records or to assist in determining income and payments/rent. Information, which may be required, includes but is not limited to social security cards (numbers) for new family members/occupants, divorce decrees, and receipts for various expenses.
- h. If the PPNHD made an error in calculating a homebuyer's/resident's payment/rent which was subsequently discovered by either the PPNHD or resident, a retroactive adjustment shall be made to the effective date of change (improper adjustment). Errors which are caused by the homebuyer/resident may also be made retroactive if the PPNHD feels that the errors were committed willfully, in an effort to receive a reduced payment/rent.
- i. The B.O.C may revise or adopt policies which affect the residents'/homebuyers' obligations and requirements under the agreement. Such changes do not require execution of a new agreement.
- j. If at any time of Admission or Re-examination, a family is clearly of low income, but it is not possible to make an estimate of Family Income for the next twelve month period, with any degree of accuracy, a special re-examination shall be scheduled for a specified time 30, 60, or 90 days, depending upon the staff member's estimate of time required for the family circumstances to stabilize. If at the time of such a special re-examination, it is still not possible to make a reasonable estimate of family income, the family shall be required to present their case to the B.O.C. as to their current circumstances. The B.O.C shall make a final decision as to the Housing Departments action to take.
- k. If at the time of Re-examination, a family is found to be no longer of low income, the family may remain in the unit, but will have to be charged 65% of the State established, fair market rent rates based on size of the rental unit (1 bedroom, 2 bedroom, 3 bedroom, etc.) Once established, they will be periodically reviewed and any recommended adjustments to the maximum rental rates will be approved by the Board of Commissioners, at least bi-annually.
- l. Upon termination of the homebuyer agreement/lease, the PPNHD shall conduct a move-out inspection. The homebuyer/resident or representative shall be present at the inspection. The PPNHD shall prepare an inspection report which shall be signed by the homebuyer/resident. The report shall include an account of any deficiencies noted, a written estimate of the amount (dollar value) of work required, and a statement which gives the homebuyer/resident 30 days to correct the deficiencies. If the deficiencies are not corrected by the deadline, the PPNHD shall correct the deficient items and charge the homebuyers/resident's account (equity or deposit) for the work. If the amount of the work exceeds the homebuyer's/resident's available balance, the PPNHD shall bill the homebuyer/resident for the amount outstanding.

## **XI. Guidelines and Rules of Occupancy**

- a. As a condition of occupancy, homebuyers/residents are required to use the home as a principal residence, except for temporary absences greater than a 14 day period, as approved by the Housing Department. A home which has been unoccupied for a period of 14 days or more without the PPNHD

approval may be determined to be abandoned and in breach of the homebuyer agreement/lease. Absences that will be in excess of 20 days require B.O.C approval.

- b. The use of the home for operation of a business may be approved by the B.O.C under the following conditions: If the head of household has a business that is ran from home, the income of the business is used to support the family, and a business license is acquired for the home business. The operation of the business should not negatively impact the neighbor or surrounding community. A request to operate a business out of the home shall be made in writing. A decision on the request shall be made within 30 days of the date of the request. A denial is subject to the PPNHD grievance procedure.
- c. No resident/homebuyer shall make any structural modifications or additions to the unit unless approved by the B.O.C a request for modification shall be made in writing, and provide detailed information regarding the proposed change (e.g., plans/specifications). If the resident/homebuyer is in full compliance with the terms of the homebuyer agreement/lease, the B.O.C may approve the request. Modifications which are approvable include but are not limited to energy conservation items, alternative heat and air, enclosing a carport/garage, adding storage space, adding living space, permanent fencing, and cosmetic interior items. All costs and expenses incurred by the resident/homebuyer in making modifications shall be solely the responsibility of the homebuyer/resident. All construction shall be done in accordance with local building codes and ordinances. The PPNHD shall be given the opportunity to inspect the work during all phases of completion.
- d. Homebuyers/Residents shall refrain from damaging, defacing, vandalizing, destroying or removing any part of the home, neighborhood, and community including all public and tribally owned property including appliances, solar equipment, and furniture provided, if applicable. The head of household and spouse are responsible for all family members and residents of their homes/units.
- e. Homebuyers/residents shall not engage in unlawful activities or activities which could cause a disturbance to neighbors and the surrounding community. The PPNHD shall maintain a record of all homebuyer/resident complaints.
- f. It is the responsibility of the homebuyer/resident to provide all utilities for the unit including deposits. If the homebuyer/ resident do not put the utilities in their name within 7 days of signing a lease, the amount will be taken from their security deposit.
- g. All homebuyer/rent payments are due on the 1st day of the month without billing/prior notice, in accordance with the PPNHD's Collection Policy.
- h. The homebuyer/resident shall provide all maintenance and basic upkeep of the home, keeping it in an acceptable condition and free from trash, clutter, and debris (including abandoned or junk cars). The PPNHD shall monitor the condition of the unit through periodic inspections .A car must have a valid license plate or it will be considered a junk car and the homebuyer/resident will be required to remove it from the property.
- i. The homebuyer/resident shall remain in compliance with the local animal control policy/ordinance. No vicious pets/animals will be allowed in PPNHD Communities. No livestock will be permitted as well. Tenants will be allowed 1 cat and 1 dog per household. Animals are to be on a leash when outside of tenant's yards.

- j. The homebuyer/resident is required to list all occupants of the unit/home on the family's admission form/record/application for continued occupancy. Any visitors who remain for an extended period 14 days are subject to inclusion on the family's official record.
- k. Any conviction or arrest (including "no contest" pleas) for a drug related criminal activity shall be grounds for immediate termination in accordance with the homebuyer agreement/lease. In making its determination as to whether drug-related criminal activity or violent criminal activity occurred, the issue will be whether the preponderance of evidence indicated that a family has engaged in such activity, regardless of whether the family member has been arrested or convicted.
- l. The PPNHD shall provide required insurance on the unit structure including fire and extended coverage. The homebuyer/resident will have to secure insurance for personal property/contents. It is the homebuyer's/resident's responsibility to report all damages to the unit so claims can be processed in a timely manner.