

## CHAPTER 7 ADMISSION AND CONTINUED OCCUPANCY OF THE HUD AIDED LOW RENT HOUSING UNITS

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### CHAPTER 1:      CONDITIONS GOVERNING ELIGIBILITY

- a) **Eligibility for Admission:** Those eligible for admission as a participant of a Low-rent community operated by this Housing Authority are those applicants who:
- i) Qualify as a Family: “Family” includes but is not limited to, a family with or without children, an elderly family, a near-elderly family, a disabled family, or a single person.
  - ii) Qualify as a low-income family, whose income does not exceed the applicable limits as determined by HUD on an annual basis.
  - iii) Qualify as a Native American family with a Native American Tribal Member.
  - iv) Conform to the occupancy standards set forth in Chapter 3.
  - v) Prove not to be detrimental to the community or its residents by the conduct of any household member; past performance in payment of rent; disturbance of neighbors; destruction of property; living or housekeeping habits; history of criminal violence to persons or property or other acts which would adversely affect the health, safety or welfare of other residents.
  - vi) All Karuk Tribe Housing Authority tenants will pay 30% of the household’s adjusted monthly income for rent, up to the ceiling amount.
  - vii) **Outstanding Debt to KT:** If an applicant owes money to the Karuk Tribe or any of it’s’ entities or departments, they will be deemed ineligible for housing until a payment agreement has been made. Any persons with outstanding debt to KT must have an agreement that is kept current before they will be deemed eligible.

- b) **Eligibility for Continued Occupancy:** Eligibility for Continued Occupancy requires occupants to continue to meet requirements of lease agreement and rules and regulations for admission eligibility, except that a remaining member of a tenant family must apply and be placed on the waiting list in order to qualify for occupancy.
  - i) All head of household occupants residing in the Yreka single family home subdivision of KTHA must be Karuk Tribal members. If the family composition changes and there is no longer a Tribal member head of household, the family will be required to move to the first appropriately sized available rental unit in the apartment subdivision.
  - ii) In the event KTHA builds multi-family units at a future date in other communities, the same conditions stated in b)(i) shall apply.

## CHAPTER 2: TENANT SELECTION CRITERIA

- a) **Objectives:** To provide low and moderate income Native American families with decent, safe, and sanitary housing.
- b) **Admissions Preference:** Preference will be given to applicants who are determined eligible for any of the following Admissions Preferences:
  - i) **Karuk Tribal Member:** means applicant or a member of household must be enrolled with the Karuk Tribe. Proof of this membership must be a tribal identification card.
  - ii) **Other Tribal Member:** means applicant is an enrolled member of any other federally recognized tribe. Proof of this membership will be a tribal identification card or a letter from enrollment department.
  - iii) **Formula Area Preference:** means applicant whom is currently residing within the formula area.
  - iv) **Elder:** means any applicant over the age of 62, who is an enrolled member of the Karuk Tribe.
  - v) **Disabled/Handicapped:** means any applicant who has a disability and or handicap, as defined by the Social Security administration. (i.e. receiving supplemental security income)
  - vi) **Substandard Housing:** means any applicant whom is currently living in substandard (without access to electricity, water, or sewer or unable to reasonably repair) housing.

- vii) **Without Permanent Housing:** means applicant currently does not have a place of residence (i.e. Homeless).
- viii) **Involuntary Displacement:** means applicant lost home due to and unforeseen event (evictions not included).
- ix) **Rent above 50% of Income:** means applicant is currently paying 50% or more of income towards rent.
- x) **Working:** means current employment, either full-time, part-time or seasonal for a minimum of six consecutive months prior to awarding points;
  - 1. Seasonal shall mean:
    - a. Verification of Continual Employment (i.e. unemployment benefits).
  - 2. Full Time Shall mean:
    - a. Current employment, no less than Forty (40) hours per week.
  - 3. Part Time Shall mean:
    - a. Current employment, no less than Twenty (20) hours per week.
- xi) **Student:** means Full Time Student with minimum of 12 or more semester units
- xii) **Karuk Descendant:** means applicant is a registered descendant of the Karuk Tribe. Proof of this must be in the form of a Karuk Tribe Descendant Identification Card.
- xiii) **Retired:** means any applicant who is a Karuk Elder and is retired and draws a pension from previous employment.
- xiv) **Disabled Veteran:** means any applicant who is receiving disability VA benefits for an injury for any injury sustained while in active duty.
- xv) **Veteran:** means any applicant who has serviced in the military. Proof of military service is documentation received during or after service.
- xvi) **Health & Safety Emergency:** Tribal member with a life threatening medical condition that requires relocation close to emergency medical services, as determined by a licensed physician.

- xvii) Previous KTHA tenants and persons that owe the Housing Authority money are not eligible for placement until 60 days after debt to KTHA is paid in full.**
- xvii) Previously evicted KTHA Tenant** shall have a waiting period of 24 months from the date of eviction. If previous tenant owes outstanding balance, they shall have a waiting period of 24 months from the date of outstanding balance being paid in full. Evicted means applicant was previously evicted from a Karuk Tribe Housing Authority unit.
- xviii) Criminal Record:** Points are determined as established in this chapter. Any crimes committed within 7 years will be considered for negative points.

**1. Drug Related Crime:** (5 YEAR WAITING PERIOD FROM DATE OF CONVICTION): means applicant who has been charged and/or convicted of a drug related crime.

i. If applicant has successfully completed a drug rehabilitation program after the drug conviction, applicant will be deemed eligible after a 1 year waiting period after rehab program is complete and no further convictions.

**2. Battery/Assault Crimes** (5 YEAR WAITING PERIOD FROM DATE OF CONVICTION): means applicant who has been convicted of a crime upon a person(s). Examples include, but are not limited to the following:

- a. Obstructing/Resisting Peace Officer
- b. Assault w/ a deadly weapon
- c. Battery w/ serious bodily injury
- d. Inflict corporal injury on spouse or co-habitant
- e. Child endangerment/abuse/neglect

i. If applicant has successfully completed a treatment program related to the conviction applicant will be deemed eligible after a 1 year waiting period after program is complete and no further convictions on similar charges.

Three (3) year waiting period for nonviolent offenses and five (5) years for violent and drug related offenses from the date of conviction and/or 18 months from release of custody.

3. **Criminal Misdemeanors:** those crimes that the court system has defined as “criminal misdemeanors”. More than one (1) misdemeanor crime will result in a two (2) year waiting period, more than two (2) misdemeanor crimes will result in a five (5) year waiting period to be eligible for waiting list placement.
4. **Negative Landlord Reference:** All applicants must provide references from previous landlords. KTHA will verify references and renter history. If an applicant damaged a previous unit and owes the landlord money or has a history of non-payment negative points will be assigned for a period of one year.

c) **Ineligible Applicants:** In order to provide safe and healthy environments within the Karuk Tribe Housing Authority Communities, the following applicants will be ineligible for placement within the KTHA communities.

- i) **Persons who have been convicted as a sex offender will not be eligible for placement.**
- ii) **Persons who have more than one felony conviction for a violent offense will not be eligible for placement.**
  - i. **Violent offenses are those resulting in injury, or damage to person or property.**

| ADMISSIONS PREFERENCE             |                 |                  |
|-----------------------------------|-----------------|------------------|
| POINT CRITERIA                    | PLUS POINTS (+) | MINUS POINTS (-) |
| Karuk Tribal Member               | 200             |                  |
| Other Tribal Member               | 100             |                  |
| Formula Area Preference           | 20              |                  |
| Enrolled Karuk Elder (62 & over ) | 200             |                  |
| Disabled/Handicapped              | 50              |                  |
| Substandard Housing               | 20              |                  |
| Without Permanent Housing         | 15              |                  |
| Involuntary Displacement          | 30              |                  |
| Rent above 50% of Income          | 10              |                  |
| Working (Full-time)               | 100             |                  |
| Working (Part-Time)               | 50              |                  |
| Student                           | 50              |                  |

|                                      |                        |                   |
|--------------------------------------|------------------------|-------------------|
| <b>Karuk Descendant</b>              | <b>50</b>              |                   |
| <b>Disabled Veteran</b>              | <b>100</b>             |                   |
| <b>Veteran</b>                       | <b>50</b>              |                   |
| <b>Retired Karuk Elder</b>           | <b>50</b>              |                   |
| <b>Karuk Near Elderly 55 - 61</b>    | <b>50</b>              |                   |
| <b>Health &amp; Safety Emergency</b> | <b>100</b>             |                   |
| <b>CRIMINAL RECORD</b>               |                        |                   |
| <b>Battery/Assault Crimes</b>        |                        | <b>225</b>        |
| <b>Drug Related Charges</b>          |                        | <b>225</b>        |
| <b>Felony Convictions</b>            |                        | <b>500</b>        |
| <b>Criminal Misdemeanors</b>         |                        | <b>225</b>        |
| <b>Negative Landlord Reference</b>   |                        | <b>50</b>         |
| <b>Sex Offender</b>                  |                        | <b>Ineligible</b> |
| <b>Violent Felony Convictions</b>    | <b>(more than one)</b> | <b>Ineligible</b> |

- d. **Tenant Selection:** Among eligible families of the size and composition appropriate to available rental units tenants shall be selected from a waiting list prioritized with the point system:
- i. When eligible applicants have equal points according to above point system, the applicant who is a Karuk Tribal member will be offered the first appropriate unit. If there are two Tribal members who have equal points, the applicant who filed their application first will be offered the first appropriate unit.
  - ii. For the purpose of determining student points when assigning waiting list placement to Karuk Tribe Housing Authority applications, students shall provide substantial documentation including, but not limited to a combination of: grant award letter, college registration stating classes and amount of credit units, student loan verification. Student points will not be assigned until application is complete and all required documents have been provided.
  - iii. Previous KTHA tenants and persons that owe the Housing Authority money are not eligible for placement until 60 days after debt to KTHA is paid in full.
  - iv. Eligible applicants may not appeal or grieve their assigned points or place on the waiting list to the Board of Commissioners. Any appeal regarding assigned points is subject to KTHA staff review and determined.

- e. **Applicant Rejection of Unit:** An applicant may reject the first unit offered with good cause and retain his/her position on the waiting list and be offered the next appropriate vacancy. **Applicants who reject unit offers must do so in writing.** Applicants who reject two (2) unit offers will be required to re-apply.
  - i. A “good cause” may include, but is not limited to undue hardship such as inaccessibility to employment, school or child care at the time of the offer, or other clear evidence of inability to move.
  
- f. **Transfer of Tenants:** A family may transfer from one HUD unit to another operated by the KTHA if the family is eligible for continued occupancy.
  - i. Transfers within KTHA developments which are to a larger or smaller unit as determined by family composition may be prioritized over other applicants on the waiting list at the discretion of KTHA staff. A resident may be required to move to a larger or smaller unit with thirty (30) days written notice. Tenant will be required to pay maintenance charges from previously occupied unit other than those caused by normal wear and tear.
  - ii. A resident is not eligible for a voluntary transfer unless all obligations under the current program have been met, including payment of charges to the KTHA. Tenants who voluntarily transfer will be required to pay maintenance charges from previously occupied unit other than those caused by normal wear and tear.
  - iii. Tenant subject to a unit transfer will be required to accept offer within 24 hours, and be completely moved within 14 calendar days.

**CHAPTER 3            OCCUPANCY STANDARDS**

- a. To avoid overcrowding and prevent waste of space, units will be assigned in accordance with the standards set forth below. When a unit size is no longer appropriate, the family will be required to move to an appropriate unit. These standards may be waived for temporary situations.

| # Bedrooms | # Persons |         |
|------------|-----------|---------|
|            | Minimum   | Maximum |
| 2          | 1         | 4       |
| 3          | 3         | 6       |
| 4          | 4         | 8       |
| 5          | 5         | 10      |

- b. These standards are based on the assumption that each bedroom will accommodate two persons. If units are small, appropriate adjustments may be made. Living rooms will not be used for sleeping rooms.
- c. Every family member regardless of age, including unborn children, will be counted as a person in determining unit size.
  - v. Unborn children verification will require a doctor's note for proof of pregnancy.
- d. Dwellings are to be assigned so persons of the opposite sex, other than co-habitant adults, will not occupy the same bedroom. However, children of the opposite sex under five years of age may occupy the same bedroom. One child under one year of age may occupy the parent's bedroom.

**CHAPTER 4:      APPLICATION PROCEDURE AND DETERMINATION OF ELIGIBILITY**

The following are the basic steps in obtaining and verifying information from applicant families for the purpose of:

- Determining eligibility set forth in Chapter 1.
- Applying tenant selection criteria contained in Chapter 2.
- Determining rent or voucher to be charged.
- Determining unit size in accordance with Chapter 3.

a. **Accepting Applications**

- i. Applications are to be accepted from all families seeking admission to the HUD-aided rental units. A completed application packet includes but is not limited to the following; a signed and completed KTHA application, social security cards for all household members listed on application, Tribal enrollment verification (if applicable), verification of income for all household members listed on application, copies of bank statements, current or former landlord information, and a signed consent form signed by each adult member of the household allowing staff to obtain wage and claims information from employers, landlord/personal references and background checks. (Adult members of household is anyone in the household who is 18 years of age or older.)



- ii. The waiting list of active applicants shall be kept current by actions taken by the KTHA Admission/Loan Specialist. Re-certification for eligibility will be done at least annually, and more constant contact will be made as an applicant nears the top of the waiting list.

**b. Procedures Governing Receipt of Applications**

- i. The application constitutes the basic record of each family applying for admission. Each application must be completed, signed, and dated by **all adult members of the household** to attest to the accuracy of the data provided. Each application is to be date stamped on receipt. Applications and all pertinent materials shall be maintained in an active file for applicants not classified as ineligible or withdrawn.
- ii. All entries are to be made in ink or typed. Corrections or changes are to be made by lining through the original entry and entering the correct data. Changes are to be initialed by the person making the change.

**c. Documentation and Verification of Application Data**

- 1. To ensure that the data used to determine eligibility preference, size of unit, and rent to be paid is correct, the information submitted by applicants must be verified. Complete verification of documentation is to include the following:
  - i. Income verification and length of employment from employer(s) or other source(s) of income.
  - ii. Photocopies of documents in applicant's possession, or brief summaries of such documents are to be signed and dated by the staff member reviewing them.
  - iii. Self-employed applicants must show proof of income by providing certified statements, tax forms, data from books of account, expenses, and net profit.
  - iv. Memos of verification of data by phone, interview, or other means are to be signed and dated by staff member receiving the information.
  - v. An inspection sheet verifying substandard housing based on staff visitation.
  - vi. To determine an applicant's conduct and its effect on neighbors. Documentation should include information from previous

landlords, employer, social worker, parole officer, court records, police departments, drug treatment centers, etc.

- vii. Documentation supporting Admissions Preferences or priority points given.
  - viii. Applicants will be notified of any deficiencies in an application or of additional documentation required by KTHA. Applications will be kept in a pending file for thirty (30) days before being moved to an inactive file, applicant will be notified of the inactive application within 30 business days of determination. Incomplete or ineligible applications will be kept in an inactive file for one year.
- d. **Summary of Verification Data:** As verifications of data are complete, a summary of eligibility requirements will be made in the applicant's file based on eligibility requirements for Admission; Chapter 1 Conditions Governing Eligibility and Chapter 2 Tenant Selection Criteria.
- e. **Notification to Applicants**
- i. Applicants shall be notified in regard to their eligibility status within 14 working days. If determined to be ineligible for admission, applicant is to be informed in writing, including the reason for the determination, and his/her right to request an informal hearing with the Board of Commissioners to request reconsideration for admission.
  - ii. Applicants determined to be eligible for admission shall be informed of Admissions Preference at this time, and informed that any changes in income or family members must be reported immediately.
  - iii. Notifications will be noted in applicant files along with all other relevant activities.
- f. **Rechecking verification prior to admission:** If there is a consequential delay between the determination of a family's eligibility and occupancy, the staff will question those regarding changes in their status. Any reported changes will be verified.

## CHAPTER 5: LEASING UNITS TO ELIGIBLE FAMILIES

1. Lease is to be entered between the KTHA and each tenant family prior to occupancy. Rent is to be re-certified no less than every two years and KTHA reserves the right to conduct certifications annually to

verify the rent being charged does not to exceed 30% of Tenant income.

a. **Execution of Leases**

- i. Head of Household for each eligible family is required to execute a Lease prior to occupancy. The original remains in the applicant's permanent file. A duplicate copy shall be given to the applicant.
- ii. If the Lease signer ceases to be a member of the tenant family, the Lease will be void.
- iii. If a resident family transfers from one unit to another, the existing Lease will be cancelled and a new Lease will be implemented.
- iv. If the Lease signer of a single family rental home ceases to have an eligible Native American family member living in the home, the existing Lease will be cancelled based on ineligibility.

b. **Cancellation of Lease:** Cancellation of a Lease will be in accordance with provisions contained in the Lease and/or Policy.

**CHAPTER 6            OCCUPANCY PROCEDURE**

- a. The occupancy procedures establish a procedure for occupying units to ensure that vacant units are used to the maximum extent feasible and as guidelines for fair treatment for all eligible applicants. An occupancy committee consisting of KTHA Executive Director, KTHA Operations Manager, KTHA Admissions/Loan Specialist, KTHA Board of Commissioner Representative, and a Tribal Council Representative shall select occupant from waiting list. When an applicant is selected, the waiting list page will be printed with the date of assignment and shall be signed by all occupancy committee members. The page will be added to the "offered unit" file that shall be maintained by the Admissions/Loan Specialist. If the unit is not assigned to the first individual on the list, there shall be a note indicating the reason. If an applicant has been involved in a disturbance within a KTHA community, the occupancy committee may opt to not offer a unit to the applicant for a six month period. The six month period will begin, the date the disturbance occurred.
- b. KTHA shall provide written notice to a selected participant at their most current mailing address when the unit is ready for occupancy.

Units will be assigned at the first Board of Commissioners meeting following the time it becomes vacant and offered when the unit is ready for occupancy.

- i. Applicant must file a written acceptance of the unit, or refusal with good cause, **within five working days**.
  - ii. If a written acceptance is not received, KTHA will provide final written notice. If a written response is not received within five working days of the final notice the applicant's name shall be removed from the waiting list and their application will go to the inactive file.
  - iii. When an applicant's eligibility is terminated, the unit will be offered to the next applicant from the waiting list.
- c. Within five working days of filing the written acceptance the applicant must complete all necessary documents and procedures prior to receiving the keys to the unit.
- i. Documents and procedures include, but are not limited to; Lease Agreement, Rules and Regulations, updated family composition, income verification forms, release of information documents and home occupancy orientation.
  - ii. Tenants will be required to pay a security deposit of \$350.00 and a key deposit of \$5.00 per key issued, prior to occupancy.
- d. New tenants as identified in the lease must occupy their home within fifteen days of the date keys are issued.
- i. If a home is not occupied within fifteen days, the applicant's eligibility shall be terminated and a new applicant shall be selected.
  - ii. Tenants shall have (10) working days to have all the utilities required transferred from the KTHA's account to their own account and the utilities must remain in Tenants name at all times, excepting Elders as defined in this policy.

## CHAPTER 7

## ELDER'S VOUCHER PROGRAM

- a. **Objective:** It is the intent of the Karuk Tribe Housing Authority to provide assistance in payment of rent for Native American families in which the head of household meets eligibility criteria.
- b. **Eligibility:** Voucher assistance is limited to the allotted amount of vouchers as determined by the Board of Commissioners each fiscal year. Eligibility for assistance from the Voucher Program will be determined in the following preference order. The head of household is:
  - i. Karuk Tribal Elder
  - ii. Handicapped or disabled, as defined by Social Security.
  - iii. Karuk Tribal Near Elder
  - iv. Needy as determined by the Board of Commissioners
- c. **Execution of Leases**
  - i. Head of Household for each eligible family is required to execute a lease prior to occupancy.
  - ii. If the lease signer ceases to be a member of the tenant's family, the lease will be voided and voucher assistance will terminate within 30 days.
  - iii. Leases and contracts are valid for one calendar year and must be renewed every 12 months.
- d. **Inspection and Access**
  - i. Rental unit must be inspected by KTHA and determined to be in safe and in acceptable condition, **prior to execution of lease agreement. The rental unit condition must comply with HUD standards.**
  - ii. All units must be inspected by KTHA annually. 30 days written notice will be given to Tenant prior to inspection.
- e. **Termination of Tenancy**
  - i. An owner may terminate an assisted tenancy for serious or repeated violation of the lease, violation of tenancy obligations under Federal, State, Local, or Tribal Law, or for other good cause as defined in 24 CFR 882, Volume 60, Number 127, July 3, 1995.

- ii. An owner may evict a tenant for any criminal action that threatens persons who reside in the premises or the immediate vicinity.
- iii. The Housing Authority shall terminate assistance if tenant family moves outside of the eligible Indian area, and/or is in non-compliance with Voucher Contract.
- iv. Tenants who receive assistance and are required to pay back security deposit, balances owed, etc. shall be required to keep their account current. Two consecutive non payment notices to a voucher recipient will be considered non compliance and will result in immediate termination of voucher assistance.

f. **Other Provisions**

- i. A family may lease housing that is owned by the Housing Authority responsible for administration of the program ('982.352 (b)). By law, a HA may be a Section 8 owner, and the Housing Authority as contract administrator may enter into a contract with itself as the owner.
  - 1. When this situation occurs, the tenant must follow and comply with Housing Authority policies and requirements.
  - ii. Except where stated, the former conforming Rules and Provisions may apply.

**CHAPTER 8      ELDERS**

- a. Karuk Tribe Housing Authority Rules and Regulations shall apply to households within the communities designated as "Elders Communities", except as noted in this chapter. The following definitions apply in this chapter and apply only to Karuk Tribe Housing Authority rental households within the communities specifically designated as Elder Communities.
- b. **Annual Income** is defined but not limited to following:

- i. Annual income as reported under the Census long-form for the most recent available decennial Census. This definition includes:
  - 1. Wages, salaries, tips, commissions, etc.;
  - 2. Self-employment income;
  - 3. Farm self-employment income;
  - 4. Interest, dividends, net rental income, or income from estates or trusts;
  - 5. Social Security or railroad retirement;
  - 6. Supplemental Security Income, Aid to Families with Dependent Children, or other public assistance or public welfare programs;
  - 7. Retirement, survivor, or disability pensions; and
  - 8. Any other sources of income received regularly, including Veterans (VA) payments, unemployment compensation, and alimony; or
  - 9. Asset disclosure information.
  
- c. **Elderly family** A family where the head of household or spouse is 62 years of age or older.
  
- d. **Rent** for Elderly families rent shall not exceed Thirty percent (30%) of the households adjusted gross income. Included in the rent payment will be the cost of heat, electricity, water, trash and sewer.
  - i. One Hundred Fifty Dollars (\$150.00) for income determined to be 30% or less of the published HUD median income level; or
  - ii. Two Hundred Fifty Dollars (\$250.00) for income determined to be 31% - 50% of the published HUD median income; or
  - iii. Three Hundred Fifty Dollars (\$350.00) for income determined to be 51% - 80% of the published HUD median income; or
  - iv. Four Hundred Fifty Dollars (\$450.00) for income determined to be above 80% of the published HUD median income. (This rental amount will be charged should the tenant's income exceed 80% during occupancy.)
  
- e. All Elderly families residing in a Karuk Tribe Housing Authority rental unit in a designated Elder community shall be granted a Life Estate Lease. **The term of the lease shall be for no longer than the natural life of the last surviving grantee named at the time the lease is executed.**

- f. **Admissions Preference:** Preference will be given to elderly applicants who are determined eligible for any of the following Admissions Preferences:
- i. Elder/Senior: means any applicant over the age of 62.
  - ii. Karuk Tribal Member: means applicant must be enrolled with the Karuk Tribe. Proof of this membership could be a tribal identification card.
  - iii. Local Preference: means applicant whom is currently living within the KTHA community.
  - iv. Substandard Housing: means any applicant whom is currently living in substandard (meaning being below standard or norm) housing.
  - v. Annual Income: Below 80% of median income limits.

| ELDERS COMMUNITY ADMISSIONS PREFERENCE |                 |                  |
|----------------------------------------|-----------------|------------------|
| POINT CRITERIA                         | PLUS POINTS (+) | MINUS POINTS (-) |
| Karuk Tribal Member                    | 200             |                  |
| Substandard Housing                    | 10              |                  |
| Below 0-30% Median Income              | 100             |                  |
| 31-50% Median Income                   | 50              |                  |
| 51-80% Median Income                   | 25              |                  |

## CHAPTER 9      STUDENT RENT VOUCHER PROGRAM

**Scope:** In collaboration with the Karuk Tribe’s Education Department, the Karuk Tribe Housing Authority student voucher program will provide rental assistance for eligible low-income students continuing their education attending college or vocational school. Assistance will be provided for Native American residents and non-resident Karuk Tribal members, as determined on an annual basis.



### **a) Amount**

- i) The Karuk Tribe Housing Authority will pay rent not to exceed \$400.00 per month. If more than one eligible student resides in the same house, only one voucher will be assigned and the assistance divided equally. Rent will be paid directly to the landlord on behalf of the eligible student(s).
- ii) Rental assistance will be available August through May each year, as long as funds exist. Rental assistance payments will be made monthly, as long as the student is eligible.
- iii) Voucher assistance payments shall not exceed students monthly rent amount. If the monthly rent for the student exceeds the awarded student rent amount, it will be the student's responsibility to pay any remaining balance due.
- iv) Voucher assistance payment shall not exceed Fair Market Rent amount.

### **b) Eligibility**

**i) Students must reapply each year, to be considered for assistance.**

**ii) Student applications are due in the KTHA office on or before July 31<sup>st</sup> each year. Student must apply and qualify by July 31<sup>st</sup> each year. Any student who has not submitted all required documentation by July 31<sup>st</sup>, will not be considered for assistance.**

1. Complete applications include but will not be limited to the following; Student Rent Voucher Program Application Form, Proof of income, Landlord Lease Agreement, class schedule (for proof of full-time enrollment), Statement of living situation (roommates, family setting, dormitory, etc.), and Landlord name, address and phone number.

- iii) Student must carry a minimum of 12 credit units per semester at a college or university or be enrolled full time in a vocational school to qualify for voucher assistance.
- iv) Student must be an enrolled Karuk Tribal member or resident of the Karuk Tribe Housing Authority at the time of application.
- v) Student must maintain at least a 2.0 grade point average.

- vi) Student must be low income in accordance with Federal income guidelines and the Native American Housing Assistance and Self-Determination Act (NAHASDA).
  - vii) Vouchers are issued monthly for a ten month period. However, all **student are required to submit spring class schedule and grades from their Fall semester by January 31<sup>st</sup> to remain eligible for assistance.**
- c) **Restrictions**
- i) Voucher assistance may not be used to pay rent to the Karuk Tribe Housing Authority.
  - ii) Voucher assistance may not be used to pay rent while living with parents or immediate family members.
  - iii) The Karuk Tribe Housing Authority will provide assistance only when funds exist, and shall not be obligated to continue when program funds are exhausted.
  - iv) Assistance shall be denied to any lease signer who has been evicted from a Karuk Tribe Housing Authority unit, or owes the Karuk Tribe Housing Authority or the Karuk Tribe money.
  - v) Effective July 2005, students will be limited to six year maximum participation in the student voucher program.
- d) **General**
- i) Applicant must be low income in accordance with NAHASDA limits.
  - ii) It is the student's responsibility to provide all required documentation and complete all required forms by the required timeframe given each semester.
  - iii) Assistance will not be approved until all required forms have been completed and received.
  - iv) Assistance is provided for rent only.
- e) **Waiting List:** Voucher assistance will be granted to all **eligible** students who have submitted complete applications by July 31<sup>st</sup>. ***Students who do not meet the deadline and qualify will be placed on a waiting list. Only when funds exist, will the person(s) on the waiting list be considered for voucher assistance. Eligible waiting list students will***

*be selected by the Occupancy committee or as determined by the KTHA's Executive Director.*

**CHAPTER 10      Voluntary Referral to Karuk Tribal Social Services**  
**Department**

- a. The Karuk Tribal Housing Authority may, with the consent of the Tenant, refer a Tenant to the Karuk Tribal Social Services Department. Such referral may only be carried out through the procedures set out below.
- b. When KTHA serves a tenant with a second lease violation notice, tenant relations staff will notify the Operations Manager, or in the Operation Manager's absence, the Executive Director.
- c. Tenant Relations staff will review the tenant's file with the Operations Manager and/or the Executive Director.
- d. KTHA will send a notice to the tenant requesting that the tenant come to the KTHA offices to meet with the Operations Manager and/or the Executive Director to discuss the most recent lease violation notice and the opportunity to receive a referral to the Tribal Social Services Department.
- e. At the meeting, the Operations Manager and/or the Executive Director will explain the potential consequences for failure to correct the lease violation and for any additional lease violation. The tenant will then be given the option of a voluntary referral by KTHA to the Tribal Social Services Department for assessment, assistance, and/or additional referral.
- f. KTHA staff will not make any assessment regarding the potential needs of the tenant. Such assessment will be made by the Tribal Social Services Department, and only if the tenant agrees to a referral.
- g. If tenant declines referral to the Tribal Social Services Department, tenant will note that he or she has declined such referral on the Agreement for Referral and Authorization for Disclosure of Tenant Information form, and will sign and date the form. If the Tenant refuses to complete the form, KTHA staff will insert a written memo in the Tenant's file indicating that the Tenant was offered a referral and decline, and will indicate the date and time of the meeting.

- h. If the tenant agrees to a referral, tenant will complete the Agreement for Referral and Authorization for Disclosure of Tenant Information form. Tenant will also sign off on any necessary Tribal Social Service Department forms.
- i. Tenant's agreement to a referral will not relieve Tenant of any obligations under Tenant's lease or under the Notice of Violation, and such agreement will not stay any proceedings or timelines applicable to Tenant without the express written consent of the KTHA Operations Manager or Executive Director.
- j. Upon completion of the necessary forms, KTHA will provide the Tenant with contact information at the Tribal Social Services Department, and KTHA staff will contact the Social Services Department to inform the Department that it is making a referral. KTHA will make a copy of the consent forms and will forward those to the appropriate contact person at the Department.
- k. It will be the Tenant's sole responsibility to make appointments with the Tribal Social Services Department and to attend those appointments. KTHA will not have any responsibility other than sending the agreement for referral form to the appropriate contact person at the Tribal Social Services Department.

## CHAPTER 11      PAYMENT AGREEMENTS

- a. **KTHA Tenants:** Payment Agreements are available to Tenants who are experiencing financial difficulty.
  - i. **Qualifying for a Payment Agreement:** in order for a payment agreement to be initiated the following must be provided with the payment agreement request:
    - 1. Provide written documentation proving the financial hardship (example: high utility bill, unforeseen expense, death in the family, laid off of work, etc.) All required documentation must be submitted at the time of request or your payment agreement will not be submitted for approval.

2. Be able to re-pay the payment agreement within 12 months.
- ii. **Approval of Payment Agreements:** Payment agreements will be submitted to Executive Director for approval with all attached written documentation. Payment Agreement is not in effect until Executive Director approves and signs the payment agreement.
  - iii. **Denial of Payment Agreements:** Payment agreements will not be approved for reasons other than unforeseen financial difficulties (example: Christmas, did not want to pay bills that month, buying presents, etc.)
  - iv. **Default of Payment Agreement:** If a tenant fails to keep current and defaults in payment, a \$10.00 late fee will be assessed and no further payment agreements will be approved without Executive Director approval.
- b. **Elder's voucher Recipients:** Payment Agreements are available to Elder's voucher Recipients who are experiencing difficulty with initial move in costs of non-KTHA rental unit.
- i. **Qualifying for a Payment Agreement:** In order for a payment agreement to be initiated the following must be provided with the payment agreement request.
    1. Provide written documentation proving the financial hardship (example: high utility bill, unforeseen expense, death in the family, laid off of work, not enough available income, etc.) All documents must be submitted at time of request or payment agreement will not be submitted for approval.
    2. Be able to repay the payment agreement within 12 months.
  - ii. **Approval of Payment Agreements:** Payment agreements will be submitted to Executive Director for approval with all attached written documentation. Payment Agreement is not in effect until Executive Director has approved and signed the payment agreement.
  - iii. **Denial of Payment Agreements:** Payment agreements will not be approved for reasons other than unforeseen financial difficulties (example: Christmas, did not want to pay bills that month, buying presents, etc.)

- v. **Default of Payment Agreement:** If a tenant fails keep current on the payment agreement and defaults in payment for two consecutive months the voucher assistance will be terminated immediately.

## CHAPTER 12 RESIDENT SELF-HELP PROGRAMS

### a. Resident Work Credit:

- i. Resident may earn credit for up to 50% of their rent. This amount may not include amounts owed for maintenance charges or move-out charges. This amount may not be used for past-due amounts owed to the Karuk Tribe Housing Authority. Credit must be earned prior to month the rent is owed (i.e. credit earned in January would be applied toward February rent, etc.)
- ii. The tenant must be in good standing and not in violation of other lease provisions. Tenant shall not be eligible to participate in the self-help credit program if any of the following apply.
  - 1. Tenant household must not have received any warning letters within the past 30 days.
  - 2. Tenant household (and/or guest present with tenant's consent) must not have been listed on the police dispatch log within the past 30 days.
  - 3. Tenant must not be in violation of the guest/visitor provision of KTHA lease agreement.
  - 4. Tenant must not be in violation of KTHA lease by previously evicted tenant being a household guest.
  - 5. Tenant's rental account must be current.
- iii. Tenants will be credited with \$7.00 for each hour of participation properly completed, not to exceed 50% of their monthly rent. At no time will any tenant receive direct monetary compensation for participation in this program.
  - 1. Tenant will be required to meet with Tenant Relations Officer prior work being assigned to complete the

Resident Self Help agreement and a time card will be assigned. Tenant must clock in and out to receive credit for time of participation. Other conditions of tracking time will be the same as for other Housing Authority contract employees.

2. The Karuk Tribe Housing Authority has the right to refuse any tenant participation in this program based on non-cooperation, or previous unsatisfactory participation.
3. Any participant suspected to be under the influence of alcohol or drugs while performing allowable program activities will immediately have their right to participate terminated. One violation will constitute ineligibility for program participation for six months.
4. Tenants shall not be considered employees of the Housing Authority, and shall not earn benefits, wages, or other compensation from the Authority for the time of eligible program participation.
5. Tenants will be eligible for participation only when eligible activities exist. The Karuk Tribe Housing Authority reserves the right to cancel this program at any time.
6. Tenant will be assigned the following eligible supervised activities;
  - a. Light maintenance other than grounds keeping,
  - b. Other maintenance if the Housing Authority determines that the tenant possess the necessary skill(s) for adequate complete of task,
  - c. General office tasks provided that no tenant shall be assigned duties which would require handling of confidential files, including other tenant files.
7. Tenants who have been served a Notice of Intent to Terminate lease agreement will not be eligible for participation.

**b. Student Discount:**

- i. Head of Household or Spouse who is continuing their education by attending college or vocational school may earn a 30% rent reduction. Tenant must be currently enrolled in school and able to verify 12 credits or enrollment in vocational school. If it is determined that a household received assistance under this section but were not eligible, KTHA can require repayment of the assistance received.
  1. Tenants rental account must be current to be eligible for student discount.
  2. Tenants who have been served a 30-day Notice of Intent to Terminate lease agreement will not be eligible for participation

## **CHAPTER 13      IN HOME BUSINESS**

- a. The following conditions shall govern Karuk Tribe Housing Authority (KTHA) residents choosing to have an in home business conducted from a KTHA residence.
- b. In Home Business means that the occupant of a dwelling, for compensation is carrying on an occupation, conducting business within the residence.
  - i. Business shall be secondary use, primary use is being residential.
  - ii. There shall be no display, no advertising signs, no stock in trade upon the premises, no person employed, no commercial grade equipment stored or used, except as is necessary for housekeeping purposes.
  - iii. The activity must be one that is customarily incidental to and not inconsistent with the use of the premises as a dwelling.
  - iv. Such activity shall be of a nature and conducted in a manner that there is no generation of additional pedestrian or vehicular traffic.
  - v. There shall be no advertising of any nature, including signs on vehicles, setting forth or identifying the location of any such business.



- c. **Exceptions** to the foregoing provisions may be granted by the Karuk Tribe Housing Authority Board of Commissioners.
  - i. Exceptions may be granted if the In Home Business consists of an artistic, recreational or hobby activity that is primarily intended for casual or leisure time enjoyment.
  - ii. Such artistic, recreational or hobby activity shall not be permitted if it causes unreasonable vehicular traffic, parking congestion, noise, nuisance, odors, or is a danger to the health, welfare, peace, morals, or safety of other residents or residences of the neighborhood.
- d. **Inventory** No inventory may be carried nor commodities sold on the premise, which is other than incidental to the artistic, recreational, or hobby activity.
  - i. There shall be no sales of inventory to persons other than those participating in the artistic, recreational, or hobby activity.
  - ii. There shall be no advertising of any nature, including signs on vehicles, setting forth or identifying the location of the activity.
- e. All income generated by either an In Home Business or recreational activity shall be counted as income for the purpose of determining resident rent.
- f. No occupant shall conduct In Home Business without the prior consent of the Karuk Tribe Housing Authority's Board of Commissioners.
- g. Resident shall be responsible for purchasing appropriate insurance.

All renters or homebuyers shall indemnify and hold the Karuk Tribe Housing Authority harmless against casualty, loss, and any injuries occurring on KTHA property.