

KARUK TRIBE HOUSING AUTHORITY
CHAPTER 20
RELOCATION POLICY

PURPOSE

The purpose of this policy is to set forth the guidelines and procedures related to the temporary relocation of housing participants. These guidelines were established as a result of the Uniform Relocation Act (URA) which was made applicable to Indian programs on April 2, 1998. Prior to HUD approval for any grant, contract, or agreement requiring relocation activity under which HUD provides financial assistance, the Tribe/TDHE must provide a certification of compliance that it will comply with the URA as required at 49 CFR 24.

The Tribe/TDHE will take appropriate measures to carry out the requirements contained in the policy in a manner that minimizes fraud, waste, and mismanagement. Instances of fraud and waste will be handled appropriately by the Tribe/TDHE or referred to HUD's Office of Inspector General.

I REFERENCES

- A. 49 CFR Part 24 - Uniform Relocation Assistance and Real Property Acquisition Regulations for Federal and Federally Assisted Programs.
- B. 24 CFR Part 1000 - Implementation of the Native American Housing Assistance and Self-Determination Act of 1996.
- C. HUD Handbook 1378 - Tenant Assistance Relocation and Real Property Acquisition.

II DEFINITIONS

- A. Agency - The entity that causes a person to become displaced. Includes a local government.
- B. Temporary Relocation Dwelling - Dwelling which is suitable, decent, safe and sanitary to be used by the resident during the rehabilitation period. The relocation dwelling may not necessarily be comparable to the original dwelling as long as the decent, safe and sanitary requirements are met.
- C. Displaced Person - The term "displaced person" means any lower income family or individual that moves from the real property, or moves his/her personal property from the real property, **permanently** and involuntarily, as a direct result of Acquisition, Rehabilitation or Demolition.
- D. Persons Not Considered a "Displaced Person" - A person who is not required to relocate permanently as a direct result of a rehabilitation project and will return to the original project within a reasonable period of time. (Temporary Relocation)
- E. Person Not Eligible for Assistance - A person is not eligible for assistance if any of the following situations occur.
 - 1. The participant has been evicted for a serious or repeated violation of the terms and conditions of the lease or occupancy agreement, violation of Federal, State, or Local Law or other good

cause.

2. The person has not legal right to occupy the property under local law (e.g. occupying a Mutual Help home without an executed Mutual Help and Occupancy Agreement (MHOA) or sublease.

F. Utility Costs - Expenses for heat, cooking, lighting, water and sewer incurred in the reasonable residential use and occupancy of a dwelling.

III PROJECT PLANNING

Consistent with the goals and objectives of the HUD program, the Tribe/TDHE assures that it will take all reasonable steps to minimize relocation as a result of a rehabilitation project. If necessary to accomplish this goal, the Tribe/TDHE will consider the feasibility of carrying out the project in stages.

The Tribe/TDHE will take the steps necessary to ensure cooperation and coordination among government agencies, utility providers, chapter officials, and affected persons.

The Tribe/TDHE will consult with the residents of the house to be rehabilitated during the partnership process. Resident comments will be solicited and receive serious consideration. Resident participation is required for accurate budgeting.

During the planning stage of the rehabilitation project, the Tribe/TDHE will review staffing, training, and any special problems associated with the relocation caused by the project and develop a plan to address any deficiencies. In order to accurately budget for temporary relocation, the Tribe/TDHE will complete a survey to determine the following information:

- number of households to be relocated;
- income of participants and rents/utilities paid;
- family characteristics;
- impact of relocation on any elderly or handicapped family members;
- availability of suitable temporary relocation dwellings; and
- need or providing advisory services to the housing participants.

IV PROJECT IMPLEMENTATION

All conditions of the temporary relocation will be reasonable. At the time the Tribe/TDHE determines to allocate funds for modernization, and initial notice will be issued to all affected housing participants. At a minimum, the notice will include the following items:

- statement advising the family they will not be displaced;
- a caution for the family not to move at this time;
- a statement that if the family moves at this time, relocation benefits are relinquished;
- assurance that the family will be able to reoccupy the same project (or same house) if a Mutual Help unit;
- assurance that the family will be informed of any occurrences or events that will impact the rehabilitation; and
- assurance that the housing payment will not increase as a result of modernization.

At the time of project approval, a general information notice (**second notice**) will be issued. Not less than three weeks before the targeted start date of the rehabilitation a **final notice** will be issued. The notice will contain a schedule of eligible costs and the following information:

- date and approximate duration of the temporary relocation;
- address of a suitable, decent, safe and sanitary dwelling to be made available for the temporary period;
- assurance of returning to the same project (or same house) if a Mutual Help unit; and
- identity of contact person for counseling purposes.

V SCHEDULE OF ELIGIBLE COSTS

Actual Reasonable Moving and Related Expenses (49 CFR 24.301) - Payment for actual reasonable moving and related expenses - residential moves. Any displaced owner/occupant or tenant of a dwelling who qualifies as a displaced person including temporary relocation is entitled to payment of his/her actual moving and related expenses, as the Agency determines to be reasonable and necessary including expenses for:

- Transportation of the relocating family and personal property. Transportation costs for a distance beyond 50 miles are not eligible, unless the Agency determines that relocation beyond 50 miles is justified.
- Packing, crating, unpacking and uncrating of the personal property.
- Storage costs of personal property for the duration of the temporary period.
- Disconnecting, dismantling, removing, reassembling, and reinstalling relocated household appliances, and other personal property.
- Utility hookups and deposits, including reinstallation of telephone and cable television service if the owner/tenant had the services prior to the temporary relocation move at both the temporary replacement dwelling and at the original home when the rehabilitation work is completed.
- Insurance for the replacement value of the property in connection with the move and necessary storage.
- The replacement value of property lost, stolen, or damaged in the process of moving (not through the fault or negligence of the displaced person, his/her agent, or employee) where insurance covering such loss, theft or damage is not reasonably available.
- Credit checks.
- Rental assistance payment - The base monthly rental for the displacement dwelling is the lesser of:
 1. Use the fair market rent unless its use would result in a hardship because of the person's income or other circumstances; or
 2. Thirty (30) percent of the person's average gross household income.

Any other reasonable costs directly associated to the temporary relocation. When determining an eligible or ineligible cost, you must consider if the

incurred cost was caused due to the relocation.

For families not required to move but unable to use food preparation facilities (kitchen) due to renovation work, meal vouchers will be provided until the facilities are restored for use. The amount of the voucher will be determined based on provisions in the Travel Policy for meals and incidentals. The amount of the voucher will consider the size of the family.

As much as possible, the Tribe/TDHE will pay costs to directly to the provider on behalf of the family. In situations where reimbursements are required, the Tribe/TDHE will process all claims supported by receipts or reasonable proof as quickly as possible. In no case will a reimbursement take longer than seven working days. Requests for reimbursement must be made no later than 12 months from the date of occurrence with appropriate documentation, such as receipts.

VI WAIVING RIGHTS

A family may elect to move on its own despite instructions to the contrary. In this instance, all right to reimbursement for costs is waived. A statement acknowledging that a voluntary move will waive all rights under this policy must be executed by the family.

A family that willingly moves into a home that is not considered comparable (i.e., decent, safe, or sanitary) waives all rights under this policy. A statement will be executed by the participant to this effect.

VII GRIEVANCES/APPEALS

- A. A participant may file a grievance resulting from the relocation activities. Such a grievance must be filed within 60 days of the date of occurrence. On a case-by-case basis, for good cause, the Tribe/TDHE may extend the time limit for filing.
- B. The participant may be represented by legal counsel at any hearing or grievance proceedings. A hearing will be conducted no later than 14 days after receipt of a written appeal. A participant (and legal counsel, if applicable) has the right to review and copy any records pertaining to the relocation activities. Documents excluded from this section would be materials that the Tribe/TDHE has determined may not be disclosed for reasons of confidentiality.
- C. The Tribe/TDHE will select a reviewing committee that will consist of not less than five individuals. The following positions are recommended to be on the committee; Executive Director, Resident Coordinator, Director of Modernization, etc.
- D. Not more than 14 days after the conclusion of the hearing, a written determination will be issued. The Tribe/TDHE shall notify the complainant of the right to seek judicial review. In addition, the complainant has the right to ask HUD to review the Tribe/TDHE determination or seek judicial review.
- E. HUD's determination will be based on a review of the facts of the case and the supporting material. A copy of HUD's determination, with a written explanation of the basis for the determination, will be furnished to the complainant and the Tribe/TDHE.

VIII RECORD KEEPING REQUIREMENTS

The Tribe/TDHE will retain record related to the temporary relocation for a period of at least three years. The records required will include:

- evidence of timely written notice of nondisplacement;
- evidence of a timely offer of a temporary relocation dwelling;
- individual Relocation Plan;
- records for all expenditures incurred in relation to the relocation activities;
- any other documentation determined by the Tribe/TDHE as necessary; and
- a copy of any appeal or complaint filed including the Tribe/TDHE response.

For participants who elect to relocate permanently, the records will include a statement of the reasons why and any personal contacts made to explain available alternatives. In addition, the records will include a statement that participants who elect to relocate permanently will not qualify for relocation payments as a "displaced person."

Revised This _____ Day of March, 2000.

Charlene Martin, Secretary

SAMPLE NOTIFICATION LETTER

Dear _____:

On _____ (Date), the residents of _____ (Identifying no, etc.) project were notified that _____ (Tribe/TDHE) are preparing to perform modernization work on your housing unit. The work items identified during the partnership process planning meeting are the items that will be performed during the modernization work.

This notice is to inform you that, when your project is rehabilitated, you will not be displaced. Therefore, we urge you not to move anywhere at this time. (If you do elect to move for reasons of your choice, you will not be provided with relocation assistance.) This notice guarantees you the following:

1. You will be able to reoccupy your home. **(Important - if Low Rent add the following additional statement)** or another suitable, decent, safe and sanitary home in the same project or locality upon completion of the rehabilitation. Your monthly rent will continue to be computed at ___ percent of adjusted income, and it will not increase as a result of the rehabilitation work.
2. If you are required to temporarily relocate so that the rehabilitation work can be completed, suitable housing will be made available to you for the temporary period, and you will be reimbursed for all reasonable extra expenses, including all moving costs and any increase in housing costs. The temporary unit will be decent, safe, and sanitary and all other conditions of the move will be reasonable.

During your temporary relocation period while your home is being rehabilitated, the Tribe/TDHE will make every effort to assist you in any way possible to minimize disruption to you and your family. Again, we urge you not to move at this time. You will be provided sufficient notice prior to the move. The Tribe/TDHE will make every effort to assist you in accommodating your needs. Because Federal assistance would be involved, you will be protected by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

This notice is important and should be retained. You will be contacted as we proceed. If you have any questions, please contact (Name), (Title), at (Phone), (Address). Remember, do not move before we have a chance to discuss eligibility for assistance with you.

Sincerely,

FOLLOW UP NOTIFICATION LETTER

Dear _____:

You were notified by letter date (Date of Letter), that the Tribe/TDHE, was providing modernization funding to rehabilitate your home. Based on the nature and extent of the work to be done, it will be necessary for you and your family to temporarily relocate during the construction period. Based on the schedule of project implementation, the period of temporary relocation will begin on (Date), and should be finished by (Date).

The following dwellings are available for occupancy by your family during the period of temporary relocation. You can choose not to use these housing resources and may choose an alternative, however, the conditions of decent, safe and sanitary must be met to retain eligibility for relocation assistance.

Location: _____

Type: _____

Location: _____

Type: _____

We will be in contact with you if it becomes necessary to change the anticipated dates noted above. A firm date of commencement of the rehabilitation work will be provided no later than 45 days before work begins. Based on the project implementation schedule, you should be able to reoccupy your home by (Date).

If there are any questions, please contact (Name), (Title), at (Phone).

Sincerely,