

**KAW HOUSING AUTHORITY
ADMISSION and OCCUPANCY
POLICY**

I. Introduction

A. General Purpose

The Housing Authority of the Kaw Nation will strive to provide decent, safe, sanitary, and affordable housing for Native American Tribal members. The Housing Authority's purpose includes but is not limited to seeking to eradicate substandard housing, eliminate homelessness and increase affordable housing opportunities through the provision of supportive services and financial assistance programs. We shall *continue* to maintain and upgrade the existing housing stock *in accordance with the Housing Quality Standards approved by the Board of Commissioners of the Housing Authority of the Kaw Nation*. The Housing Authority of the Kaw Nation does comply with the Fair Housing Act, 42 U.S.C 3601, et.seq.

This policy is designed to provide rules and regulations:

1. To determine eligibility, admission of applicants, selection criteria, *payments by participants* and occupancy standards.
2. To provide consistent, equitable, and uniform treatment of clients.
3. To establish criteria for decision-making by the Kaw Housing Authority staff.
4. To provide a training manual for newly hired or appointed staff.

B. Application of Policy

This policy is applicable to all Kaw Housing Authority clientele, including but not limited to applicants, residents, Home Buyers, and Kaw Housing Authority program participants.

1. Including but not limited to home ownership programs available pursuant to the Mutual Help and NAHASDA programs.

II. ELIGIBILITY FOR HOUSING

The purpose of this section is to determine who is eligible to participate in the Kaw Homeownership Housing Program as a Home Buyer.

All applicants must meet all the following eligibility requirements to be eligible for the Kaw Homeownership Housing Program.

All italicized information was approved by KHA Board of Commissioners on June 20, 2023. Resolution 2023-04.

A. Family Composition: (See CFR Part 1000.104 & Section 201 (b) of NAHASDA)

An applicant must qualify as one if the following: (1) a family, defined by the Kaw Housing Authority as two or more persons who are related by blood, marriage, or operation of law and whose head of household or spouse is an enrolled member of a federally recognized tribe; or (2) a 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 (3) a single person who is elderly or near-elderly, handicapped, disabled, displaced, or the remaining member of a tenant family.

B. Non-Indian Families: (See 24 CFR Part 1000.106, 108, 118 and Section 201 (b)(3) of NAHASDA) (Exception to Indian family requirement)

If an applicant qualifies as a family but does not qualify as an Indian family, the Kaw Housing Authority may determine the family to be eligible if the family demonstrates to the Kaw Housing Authority's satisfaction that their presence in the community is essential to the well-being of other Indian families and their need for housing cannot reasonably be met without participation in the Kaw Housing Authority Programs.

An Essential Family may include but is not limited to: Law Enforcement Officers, Emergency Medical Technicians, Firefighters, Teachers, Doctors other Health Care Providers and any other person/family the Board of Commissioners of the Housing Authority determines to be essential to the well-being of other Indian families, and their need for housing cannot reasonably be met without participation in the Kaw Housing Authority Programs.

The Kaw Housing Authority may determine a law enforcement officer and his/her family to be eligible for housing services, if:

1. The Officer:

- a. Is employed on a full-time basis by the federal government or a state, county, or other unit of local government, or lawfully recognized tribal government; and
- b. In implementing such full-time employment, is sworn to uphold, and make arrests for, violations of federal, state, county, or tribal law; and
- c. The Kaw Housing Authority determines that the presence of the law enforcement officer in any area that is served by the Housing Authority may deter crime. (See 25CFR Part 1000.104)

C. Income Limitations: (See 4(14) of NAHASDA)

1. **Low Income Family** means a family whose income does not exceed 80 percent of the median income for the area as determined by the Secretary of Housing and Urban Development (HUD) *or the US Median income, whichever is higher.*
2. **Non-Low Income Family Admissions**
A family may be admitted as a non-low income family if their income exceeds the low income limits defined above, but their income does not exceed 100% of the median income established for the area or the US, whichever is higher. Applicants considered non-low income must also prove their need for housing cannot be met without assistance and assistance must be approved by the Board.
3. **All Applicants must have a stable income** (retirement, disability, etc.) or a minimum of 6 months *of continuous* employment. Submission of last year's income tax return, if requested and current year to date income statement from employer. *Applicants must show they are able to meet the financial obligations of the program prior to admission.*
4. **Determination of Income**
Income will be determined by HUD Section 8 or the IRS method, whichever benefits the applicant. If self-employed the Applicant's annual income may be defined as the Adjusted Gross Income as defined for reporting under the Internal Revenue Service Form 1040 for the individual Federal annual income tax purposes for all persons residing in the household 18 years and older who is not regularly attending high school.

a. Income shall include but not be limited to:

- i. Wages, salaries, tips, etc,
- ii. Taxable Interest;
- iii. Dividends;
- iv. Taxable refunds, credits or offsets of State and local income taxes;
- v. Alimony (or separate maintenance payments), Child Support received or regular contributions or gifts received from organizations or from persons not residing in the dwelling;
- vi. Business income (or loss);
- vii. Capital gain (or loss);
- viii. Other gains (or losses) (i.e. assets used in trade or business that were exchanged or sold.)

- ix. Taxable amount of individual retirement account (IRA) distributions. (Includes simplified employee pension (SEP) and savings incentive match plans for employees (Simple) IRA.);
- x. Taxable amount of pension and annuity payments;
- xi. Rental real estate, royalties, partnerships, corporations, trusts, etc.;
- xii. Farm income (or loss);
- xiii. Unemployment compensation benefits;
- xiv. Taxable amount of social security benefits;
- xv. Other income. (Includes prizes and awards; gambling, lottery, or raffle winnings; jury duty fees; reimbursement for amounts deducted on previous years; income from rental property if not in the business of renting such property; and income from any activity not engaged in for profit).

In cases where the applicant is self-employed, the Board of Commissioners may require the applicant to provide documentation of business and/or farming related expenses that are listed on Schedule "C" of the applicants Federal Income Tax Return. The Board of Commissioners may determine which expenses are legitimate, ordinary, and reasonable business expenses necessary to produce the amount of gross sales/income amount that is listed on Schedule "C" prior to deducting any expenses.

b. Exclusions from Income

- i. Educator expenses;
- ii. Certain business expenses of reservists, performing artists, and fee-based government officials;
- iii. Health Savings Account deduction;
- iv. Moving expenses;
- v. Deductible part of self-employment tax;
- vi. Self-employed SEP, Simple, and qualified plans contributions;
- vii. Self-employed health insurance deduction;
- viii. Penalty on early withdrawal of savings;
- ix. Alimony paid;
- x. IRA contribution deduction;
- xi. Student loan interest deduction;

- xii. Tuition and fees;
- xiii. Domestic production activities deduction.
- c. Federally Mandated Exclusions from Annual Income: All exclusions listed in Attachment "D" to HUD, Office of Native American Programs, Program Guidance, No. 2013-05(R), May 2013.

5. Exception to Minimum income requirements

The Kaw Housing Authority has the right to waive the minimum income for Homeownership/Rental programs which can be approved for up to 1 month by the Executive Director or Executive Assistant. If the hardship extends into the 2nd month the tenant will be requested to attend the next scheduled monthly board meeting for approval/denial by the Board of Commissioners.

6. No Income

If a tenant has a hardship which results in a loss of income or other extenuating circumstances that creates a hardship, the tenant will set up a meeting with the Executive Director or Executive Assistant to fill out a no income affidavit. If the hardship extends into the 2nd month the tenant will be requested to attend the next scheduled monthly

board meeting for approval/denial by the Board of Commissioners. The tenant may be asked to provide information, including but not limited to, proof of actively seeking employment, bank statements, credit card statements, etc. The KHA Board of Commissioners will have final decision as to the steps to be taken and will take into consideration what the tenant has done to obtain employment.

7. Exception to Maximum income limits (See 24 CFR Part 1000.106, 108, and 110)

The Kaw Housing Authority may waive the maximum income limit requirement under the following circumstances:

- a. The applicant demonstrates to the satisfaction of the Kaw Housing Authority that their need for housing cannot be met without assistance.
- b. The income waiver is consistent with HUD regulation.
- c. With HUD approval.

D. Income Verification (See 24 CFR 1000.128)

In order to determine that data upon which determination of eligibility, selection, preference, and payments to be charged are accurate, such data must be verified. The preferred method of verification shall be written verification by a third party. In the event that third party verification cannot be obtained, the Kaw Housing Authority may allow the applicant to submit relevant information

provided that the submission contains a notarized statement, certification, or affidavit signed by the applicant, and stating that the information submitted is true and accurate.

Should any material presented be questioned for veracity, the Board of Commissioners of the Authority has the discretion to require such additional proof and information as they in their sole discretion, determine to be appropriate. At a minimum, the complete and accurate verification records, consisting of, but not limited to, the following:

1. Letters or other statements from employers, tax returns and other pertinent sources giving authoritative information concerning all amounts of income.
2. Copies of documents in the applicant's possession which substantiate his/her statements, or a brief summary of the pertinent contents such documents signed and dated by the staff who viewed them.
3. Certified statements, or summary data from bank account, from self-employed persons, and from persons whose earnings are irregular,
4. such as salesmen, taxi drivers etc., setting forth gross receipts, itemized expenses and net income.
5. Memoranda of verification data obtained by personal interviews, telephone, or other means, with source, date reviewed and the person receiving the information clearly indicated.

E. Social Security Number Requirements

The applicant must furnish the Kaw Housing Authority with social security numbers and copies of social security cards for each family member or person listed on the application. For minor children, a written certification may be submitted until a social security number is obtained.

F. Restrictions on Assistance to Non-Citizens

The Kaw Housing Authority restricts housing assistance to U.S. citizens and non-citizens who have eligible immigrations status. The applicant must verify citizenship or non-citizen eligibility in order to receive assistance.

G. Additional Criteria for Admission

The Kaw Housing Authority shall require additional documentation to include but not limited to: proof of Tribal affiliation, proof of residency and any other documentation the Board of Commissioners or Director deems necessary.

H. Prior Eviction

If an applicant has previously been evicted from any residence/Housing Authority home, an application will not be considered from said applicant for a period of five (5) years and at the end of the five (5) year period, an application from an applicant that falls into this category will only be considered for placement into a Housing Authority home after all other persons on the existing

waiting list have been placed in homes, the KHA Board of Commissioners has the authority to approve or deny application.

I. Voluntary Surrender of Home

Instances where tenant voluntarily surrenders their home due to non-compliance, damages will be assessed and reported on their account. Tenant will not be eligible for down payment assistance, rehab or homeownership/rental programs for 5 years. Any balance owed to KHA after 5 years will need to be paid in full before assistance can be provided. If the tenant surrenders their home and does not owe KHA any monies or damages have not occurred, they may be eligible to apply for a home after 3 years, with exception of extenuating circumstances.

J. Allowable Number of Tribal Member Homes

Any Tribal member that has previously been granted occupancy of a home, whether it be rental or homeownership and makes application for a second home, the application will be submitted to KHA Board of Commissioners for approval or denial. *KHA will not approve any application for occupancy for anyone that has had more than one previous home. There is a maximum of 2 homes no matter the priority.* The Board of Commissioners may take into consideration any issues with the previous occupancy. The applicant in this category will not be housed until all other applicants on the waiting list are provided housing.

K. Rental Prior to Homeownership

If an applicant has been approved for homeownership but no homes are available at that time, the applicant will be offered a rental and if the applicant chooses to occupy a rental unit, the applicant will be required to occupy the rental unit for a minimum of 6 months before being transferred to a homeownership unit. *If the applicant chooses to take a rental at this time it will not be counted as one of their allowable homes.*

III. RECEIPT OF APPLICATIONS AND DETERMINATION OF ELIGIBILITY

A. Application

This section outlines the basic steps to be followed in the application process and in obtaining and verifying information for the purpose of determining eligibility.

1. Application Process

- a. 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. Incomplete applications will not be accepted.
- b. Original applications shall be received at the Kaw Housing Authority office located at #9 Kanza Lane, Newkirk, OK 74647. All

applications are to be fully complete and signed in ink. Immediately upon receipt, the application will be date/time stamped, and initiated by the Kaw Housing Authority staff. Completed original applications may be mailed or delivered in person. KHA will not accept faxed or emailed applications.

- c. Verification of all information which affects eligibility, family composition, selection, priority or preferences, annual income, unit size, *deductions and exclusions*, determination of affordable payments or rent, and housing need is required.
- d. As stated in the previous section, for income verification, the preferred method shall be third party verification. In addition, each applicant *over the age of 18* must sign a consent form for the release of information.

2. Applicant Responsibilities

- a. The applicant is responsible for providing all 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 to his/her knowledge. The applicant is responsible for making corrections or updating the application within 30 calendar days from the date of the Update Reminder Notice sent by the Housing Authority. Failure to update the application is grounds for placing the application in the inactive file.

3. Application File

- a. The Kaw Housing Authority shall maintain a file for each family completing an application. All information supplied by the applicant, verification of information, and all relevant correspondence with the applicant, shall be contained in the file. Files will be placed in one of four categories.

i. Eligible

This file contains those applications which have met initial eligibility requirements and have been placed on the waiting list for the Kaw Housing Programs.

ii. Ineligible

This file contains those applications which have not met initial eligibility requirements and have been determined to be ineligible for the Kaw Homeownership/Rental Housing Program.

iii. Pending

This file contains those applications which have been sufficiently completed but not verified for a determination of eligibility to be made.

4. Inactive

This file contains those applications which have not been updated within 30 calendar days from the date of the Update Reminder Notice being sent to the applicant by the Housing Authority. 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.

B. Eligibility Determination

1. Applicant determined eligible:

(See 24 CFR Part 1000.104) Upon receipt of a complete application, the Kaw Housing Authority will make a determination of eligibility. An applicant determined eligible shall be promptly notified in writing and placed on the Kaw Homeownership/Rental Housing Program waiting list.

2. Applicant determined Ineligible:

Upon receipt of a complete application, the Kaw Housing Authority will make a determination of eligibility. 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 10 calendar days of the date of the notice. An appeal hearing to make a final determination if eligibility shall be scheduled at the next scheduled board meeting. The applicant is given the opportunity to produce evidence, clarify information and/or ask questions regarding eligibility.

C. Waiting List Administration

1. The Kaw Housing Authority shall maintain a waiting list for the Kaw Housing Programs. 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.

a. Updating the waiting list

The Waiting list shall be updated on a regular basis. It is the responsibility of each applicant to update their application at least

annually. In order to remain on the waiting list, an applicant must continue to update his/her application and remain eligible for the Kaw Housing Programs. Applicants who fail to update their application within 30 days from the date of their reminder letter from the Kaw Housing Authority will be placed in the inactive file and dropped from the waiting list.

- i. The Kaw Housing Authority reserves the right to close the waiting list and suspend the taking of applications at any given time. The Kaw Housing Authority may also set submission deadlines for inclusion in a particular project, program, or funding year.

IV. SELECTION PROCEDURE AND REQUIREMENTS

A. General Provisions (See 24CFR Part 1000.120)

The Kaw Housing Authority shall select eligible applicants from the Kaw Homeownership/Rental Housing Programs waiting list in accordance with the selection preference (priority groups and location preference) with preference further to first application.

B. Order of Selection

Eligible applicants will be categorized according to the following priority groups with one having the highest priority. Once all of the applicants in the group have been served, group two applicants will be served, and so forth. Only those persons who have completed truthfully all certification forms required and complied with all screening requirements by the Kaw Housing Authority will be considered eligible applicants.

1. Applicant family, whose head of household is an enrolled Kaw Tribal Member elder (62 years of age or older) with or without dependents.
2. Applicant family, whose head of household is an enrolled Kaw Tribal Member and is a veteran or disabled person with or without dependents.
3. Applicant family, whose head of household is an enrolled Kaw Tribal Member, 18 years of age or older with or without dependents; Any Kaw Tribal Member who has had 1 KHA home previously; *Applicant family, whose head of household is an enrolled member of any federally recognized tribe or Non-Indian with an enrolled Kaw Tribal Member dependent child.*
4. Applicant family, whose head of household is an enrolled member of any federally recognized tribe elder (62 years of age or older) with or without dependents.

5. Applicant family, whose head of household is an enrolled member of any federally recognized tribe and is a veteran or disabled person with or without dependents.
6. Applicant family, whose head of household is an enrolled member of any federally recognized tribe, 18 years of age or older with or without dependents; Any enrolled member of any federally recognized tribe who has had 1 KHA home previously.
7. Applicant Non-Indian family determined to be eligible to receive assistance.

C. Screening of Applicants

Prior to placement in a unit or receipt of services, the Kaw Housing Authority shall conduct a thorough screening process *of all adult household members* to determine eligibility for admission. The process shall include a review of pertinent factors including the following:

1. The *applicant or all adult household members* past performance in meeting financial obligations, including but not limited to rent and utilities. The Kaw Housing Authority may request a report from a consumer credit reporting agency. The Kaw Housing Authority *may* request information from former landlords detailing payment history (from up to 5 years ago).
2. Any applicant must not have any previous evictions, for non-payment or non-compliance with any tribe/TDHE, IHA, tribal or public housing authority (PHA) policy or have delinquent amount owing for any of the same.
3. Any applicant, who for any reason, has filed a lawsuit in any court against the authority, officers or director, in their official capacity or individually in regard to housing, will not be housed until the lawsuit is resolved.
4. Any applicant must not have previously participated in a HUD assisted program and abandoned the dwelling unit.
5. The applicant's past performance and behavior including destruction of property, disturbance of neighbors, poor housekeeping practices, or other activities which may endanger or be detrimental to other residents must pass review of the Board.
6. The applicant's criminal record including but not limited to (all household members), drug related activities, physically violent crimes, domestic violence, violation of protective orders, or other criminal acts which may endanger residents. No person convicted of a felony within the past ten (10) years may be considered an eligible applicant, however, Non-violent felonies may be reviewed in 5 years from date charged with said felony by the Board of

Commissioners. No person registered with any sexual abuse registry may even be considered an eligible applicant. In considering an applicant's or household member's criminal record, the Board of Commissioners may consider arrest information, any plea of guilty or nolo contendere, (no contest,) or any other plea that may result in a finding of guilt.

7. The applicant must submit proof of legal and physical custody of any minor children who are residing with the applicant for eligibility purposes, unless said minor children are part of the "intact nuclear family," meaning the applicant and co-applicant have legal custody of the children. *The child can only be listed as an occupant in one Kaw Housing Authority home at a time.*
8. No household member can have an active warrant for their arrest.

D. Determination of Eligibility

In determining whether an applicant is eligible for admission, the Kaw Housing Authority shall review all the information gathered in the screening process, taking into consideration the date, nature, and severity of the occurrences and the probability of future occurrences. If an applicant is determined to be not eligible for admission, a written notice of determination and the grounds for the determination shall promptly be sent to the applicant. The notice shall advise the applicant(s) of the right to appeal. The request for appeal must be submitted within 10 calendar days of the date of the notice. An appeal hearing to make a final determination on the matter shall be scheduled at the earliest convenience of both parties before the Board of Commissioners of the Authority. Such decision of the Board of Commissioners shall be final.

E. Notice of Selected Applicants

Promptly after an applicant family has completed the screening process and been determined to be eligible for admission, the family will be notified in writing of their selection. The notification shall include the following:

1. A statement that the family has been selected for participation in the Kaw Homeownership/Rental Programs.
2. A statement that the family will be required to participate in mandatory counseling/training sessions prior to occupancy, as required.
3. A statement that the Home Buyer agreement/contract/lease will need to be executed by the Home Buyer and Spouse, if any.
4. A statement that admissions and contract execution is subject to final income and eligibility verification.
5. The address, location, unit number, or type of services to be received (amount of assistance).

6. A statement that the family has 7 business days in which to respond to the notice, either by accepting or rejecting the service/assistance/unit offered.
7. Failure to respond to this notice within 7 business days shall be regarded as rejection of the offer.

F. Successorship (*Homeownership*)

1. Manner of Designation

Each Home Buyer may designate a successor at the time the Home Buyer agreement is executed provided the same is in accord with federal law. The designation may be changed at any time during the duration of the agreement, provided that such changes are made in writing. *Successors must be eligible to take ownership of the unit.*

2. Events authorizing successorship:

In the event of death, physical or mental incapacity, the person lawfully designated as successor shall succeed to the rights and responsibilities of the Home Buyer provided that all eligibility and program requirements are met.

3. Situations where successorship will not be recognized:

The designated successor shall not succeed if the Home Buyer agreement is terminated for any reason other than death, physical or mental incapacity.

4. If the Home Buyer fails to designate a Successor, and if there is a surviving Spouse that has executed the Home Buyer Agreement, and meets all eligibility requirements, he/she shall be deemed to be the successor to the primary Home Buyer's interest in the residence.
 - a. If the surviving Spouse does not meet all eligibility requirements due to tribal membership, non-Native American status, or any other reason, the Board of Commissioners, in its discretion may allow the surviving Spouse to remain in the home. Factors to be considered by the Board of Commissioners may include but not limited to: The length of time the surviving spouse has been in the home; the payment history of the original Home Buyer and surviving spouse; if there are minor children residing in the home; and any other information the Board deems relevant.
 - b. If the Homebuyer fails to designate a Successor and there is no surviving spouse, then if there are "heirs at law," that were residing in the home at the time of the event of Successorship, then said heirs at law shall be considered the Successor to this Agreement, if said heirs at law meet all eligibility requirements. If said "heirs at law," are juveniles at the time of the event of successorship, a Guardian shall be appointed by a Court of

competent jurisdiction for the minor children pursuant to IV(F)(8) of these policies. If said heirs at law do not meet eligibility requirements, the Board of Commissioners, in its discretion may allow said heirs at law to be the Successor following the procedure as stated herein Subparagraph (4)(a).

- c. The designation of a Successor or lack thereof shall not be subject to the jurisdiction of the Probate Court of a State of other jurisdiction. Any devise in the Home Buyer's will or other document not be binding on the Housing Authority.

5. Eligibility of Successor:

The designated successor must meet all eligibility and selection requirements at the time of Succession, subject to approval by the Board of Commissioners and HUD as required by the Successor shall be subject to all terms and conditions of the original Home Buyer Agreement, other assessments, and the Policies of the Housing Authority shall apply.

6. Ineligible Successors may exercise purchase option:

In the event that the successor is not eligible or otherwise qualified to succeed the original Home Buyer, the Kaw Housing Authority may allow the estate of the deceased Home Buyer to purchase the unit for the payoff amount.

7. Kaw Housing Authority designation of successor:

If the designated successor or other successor is not eligible or does not meet admission standards, the Kaw Housing Authority *may* make the home available to the next eligible family from the waiting list.

8. Succession to all rights and obligations:

The designated successor shall assume all rights and obligations if the former Home Buyer, including all outstanding amounts owed and any amounts in the MEPA account.

9. Minor child(ren) as successor:

After the occurrence of death, physical or mental incapacity, if there are minor child(ren) who may be an eligible successor, as defined by the policies or in the discretion of the Board of Commissioners, the Kaw Housing Authority may approve an adult who has been appointed legal guardian of the children as an occupant of the home. The guardian shall be responsible for performing the duties and obligations of the Home Buyer agreement on behalf of the children. This arrangement will remain intact until the child(ren) reaches the age of 18 years, at which time that person may become the head of household, if qualified. If at any time prior to the oldest child reaching the age of 18 years, the guardian is no longer willing to perform the obligations and duties of the agreement and

no other guardian is appointed, possession of the home may revert back to the Kaw Housing Authority.

10. Trust, restricted, or special consideration of the land status:

In case of trust, restricted, or special land consideration the Kaw Housing Authority shall review applicable statutes and requirements prior to designating a subsequent Home Buyer. The Home Buyer agreement may be modified to accommodate and special considerations. Further, subsequent Home Buyers of such land may be accepted from normal priority regulations.

11. Purchase Price Schedule:

There will be no interruption or change in the purchase price due to a designated successor of a home. All rights and obligations shall be transferred to the subsequent designated successor Home Buyer. For subsequent Home Buyers who are successors, the remaining balance owed on the home will be the purchase price. The successor Home Buyers shall be issued a purchase price/amortization schedule and annual statements of account. However, the Authority reserves the right to assign a reasonable value to any home not passing to a lawfully designated successor.

In the event there is no named successor or other qualified individual, the unit will be returned to the Housing Authority and will be assigned to another home buyer who has been determined as qualified. Once the unit is rehabilitated, it will be sold at a price to be determined by the Housing Authority.

12. Effect of Dissolution of Marriage:

In the event the Home Buyer and Spouse are separated, divorced, or their marriage is otherwise dissolved, any award of the property included in a Decree of Dissolution or other similar document which awards the home to someone other than the Home Buyer, is not binding upon the Housing Authority.

If the Kaw Member agrees to allow the Ex-Spouse to take ownership of the home they will assume all rights and obligations of the former home buyer agreement. If the Ex-Spouse executed the original home buyer agreement and meets all eligibility requirements, they will also be responsible for any amounts owed including the Mepa account. A new home buyer agreement will need to be executed.

If the Ex-Spouse does not meet all eligibility requirements due to tribal membership, non-Native American status, or any other reason, and there are juvenile children who are in the custody of the Ex-Spouse, and said children are Kaw/Other Federally Recognized Tribal Members or Native

Americans and living in the residence, the Ex-Spouse may remain in the home and continue to be bound by the terms and conditions of the Homebuyer Agreement.

Once all of the juvenile children that are in the custody of the Ex-Spouse have reached the age of majority and there are no Kaw tribal members or other Native Americans residing in the home, and if the Divorce of Separation occurred prior to December 3, 2012, and the Homebuyer Program for the home in question is a "Mutual Help Home," under the 1937 Housing Act, then pursuant to 63 FR 12349, 1000.104, (Mar. 12, 1998), "the non-Indian family (Ex-Spouse) may continue to occupy the home and be bound by the terms of the original Homebuyer Agreement. However, once the home becomes conveyance eligible, the home will be conveyed to the Ex-Spouse and the children of the Ex-Spouse that are the Kaw tribal members as "Tenants in Common."

If the Divorce or Separation occurs after December 3, 2012, and no Kaw Tribal Member or other Native Americans are residing in the home, non-Indian Ex-Spouse and family may continue to reside in the home at the discretion of the Board of Commissioners of the Housing Authority. Factors to be considered by the Board of Commissioners may include but are not limited to: the length of time the Ex-Spouse has been in the home; the payment history of the Ex-Spouse while living in the home after the divorce; if there are minor children residing in the home; and any other information the Board deems relevant.

The non-Indian family (Ex-Spouse) may continue to occupy the home and be bound by the terms of the original Homebuyer Agreement. However, once the home becomes conveyance eligible, the home will be conveyed to the Ex-Spouse and the children of the Ex-Spouse that are Kaw Tribal members as "Tenants in Common." No IHBG grant monies received by the Kaw Housing Authority, may be expended for a residence occupied by a Non-Indian family under this section. Said Non-Indian family may enter into a Re-Pay Agreement with the Housing Authority to provide needed maintenance and/or repairs.

G. Transfer Policy

1. Requirements for Transfer:

Any eligible applicant requesting a transfer to another project, program, or unit must do so in writing. All transfers are subject to availability of units. The Kaw Housing Authority may approve transfers based upon review by the Board of Commissioners of the Authority.

2. Eligible applicants must be up-to-date on payments:

In order to transfer, an eligible applicant must be up-to-date on their house payments. Further, applicants must not have had any late fees assessed, for a period of twelve (12) months for homeownerships and six (6) months for rentals immediately preceding the application for transfer.

3. Maintenance and repair performed:

Any deficiencies upon move-out noted, other than normal wear and tear, are subject to a repay agreement.

4. Purchase Price Schedule:

The purchase price shall be determined by an independent, licensed appraiser for the Board of Commissioners of the Authority considering reasonable value of the property and other pertinent factors. When a Home Buyer transfers from one Housing Authority home to another Housing Authority home, the Home Buyer shall execute a new Home Buyer/Lease Agreement.

5. Assignment of Unit to Other Parties:

A Home Buyer may not assign all rights, benefits, duties and obligations of a Home Buyer agreement to an eligible applicant.

V. OCCUPANCY STANDARDS

In order to prevent overcrowded conditions and wasted space, homes shall be assigned to eligible applicants in accordance with the following schedule. The Kaw Housing Authority may make exceptions due to unusual circumstances by a vote of the Board of Commissioners of the Authority. Factors to be considered include age and sex of the children, potential changes in the family composition, availability of unit size, etc.

| NUMBER OF BEDROOMS | NUMBER OF PERSONS |
|--------------------|-------------------|
| 2BR | 1-3 |
| 3BR | 1-6 |
| 4BR | 6 & UP |

VI. LEASE PURCHASE REQUIREMENTS AND RULES OF OCCUPANCY

A. Execution of the Agreement (See Section 207 of NAHASDA)

Prior to occupancy of a unit, the Home Buyer shall execute a Home Buyer agreement with the Kaw Housing Authority. This agreement is a legal document which describes rights, duties, obligations, and responsibilities, and shall be executed promptly after final selection of the eligible applicant. The agreement shall be executed with KHA retaining the original and the Home Buyer receiving a copy. The Home Buyer, and Spouse shall sign the agreement and the Executive Director or his/her designee will sign on behalf of the Kaw Housing Authority.

1. Changes, modifications and amendments:

If the Home Buyer of the unit changes, a new agreement shall be executed. The Kaw Housing Authority may revise or adopt policies which affect the

Home Buyers' obligations and requirements under the agreement. Such changes to the policies do not require execution of a new agreement and may be adopted by the Board of Commissioners without regard to the Home Buyer's consent.

2. Termination of Agreement by the Home Buyer:

The Home Buyer may terminate the agreement provided that a 30 day written notice is given to the Kaw Housing Authority, and the procedures for termination contained in the agreement are followed.

3. Termination of Agreement by the Kaw Housing Authority:

The Kaw Housing Authority may terminate the agreement in accordance with the provisions contained in the agreement and/or these policies. Failure to comply with any of the requirements, obligations, or duties outlined in the agreement and/or the policies, shall be grounds for termination by the Kaw Housing Authority, Pursuant to the procedures as stated in the Collection and Eviction Policies and Procedures adopted by the Board of Commissioners on May 27, 2014 as amended.

4. Termination of Agreement Due to Sanitary Issues/Upkeep of Home

All new home buyers shall be placed on a probationary period for at least the first year. During this time inspections will be conducted at least quarterly for no less than the first year of occupancy. If it is determined during these inspections the home is not being maintained, including but not limited to, cleanliness (sanitary conditions), health and safety issues, damage to the home or lawn care, KHA reserves the right to terminate the agreement. Established tenants over 1 year of occupancy are held accountable to the same standards as tenants on a probationary period.

B. Guidelines and Rules for Occupants:

(See Section 207 of NAHASDA): A violation of any of the names rules may be cause for termination by the Kaw Housing Authority.

1. Principal Residency Requirement:

As a condition of occupancy, Home Buyers are required to use the home as a principal residence, except for temporary absences which must be approved by the Board of Commissioners of the Kaw Housing Authority.

- A. Any request for temporary absence more than 30 days shall be in writing and must include an explanation why the absence should be approved. Any false information provided in said request shall be deemed a violation of this policy which may result in termination of the Home Buyer agreement.
- B. A request for temporary absence must be presented in writing to the Board of Commissioners of the Housing Authority and must be approved by the Board of Commissioners, prior to the Home Buyer leaving the premises.

- C. A temporary absence shall not exceed 30 days without the express written authorization by the Board of Commissioners who may grant up to six (6) months.
- D. All payments due under the Home Buyer agreement shall continue to be timely paid by the Home Buyer during any authorized temporary absence.

2. Determination of Abandoned Unit

- A. A home which has been unoccupied for a period of 30 days or more without approval by the Board of Commissioners of The Kaw Housing Authority may be determined to be abandoned and in breach of the Home Buyer agreement *or KHA has credible evidence the unit has been abandoned, it is grounds for immediate termination of agreement.*
- B. If the Home Buyer vacates the premises with or without following the Move-Out Inspection procedure and the premises is damaged or not in good condition, the Home Buyer is wholly responsible for the cost of all repairs beyond normal wear and tear.
- C. If the Home Buyer vacates the premises with or without following the Move-Out Inspection procedure or if there remains an outstanding balance due to repairs made to the unit vacated, and if he/she desires to reapply for consideration for placement in a Housing Authority home, all arrears and damages associated with the prior home must be paid in full before a new application will be accepted.

3. Business Use of Home

The use of the home for operation of a business shall be prohibited unless approved by the Board of Commissioners of the Kaw Housing Authority. The operation of the business should not negatively impact the neighborhood or surrounding communities. A request to operate a business out of the home shall be made in writing, prior to establishing a business. A decision on the request shall be made by the Board of Commissioners of the Kaw Housing Authority.

4. Structural modifications

No Home Buyer shall make any structural modifications or additions to the unit unless approved by the Board of Commissioners of the Kaw Housing Authority. A request for modification shall be made in writing and provide detailed information regarding the proposed change (i.e. plans/specifications). If the Home Buyer is in full compliance with the terms of the Home Buyer agreement, the Board of Commissioners of the Kaw Housing Authority shall review the request and make a determination regarding the request.

A. Approvable alterations and additions

Modifications which are approvable may include but are not limited to energy conservation items, alternative heat and air, enclosing a carport/garage, adding storage space, adding living space, and permanent fencing.

B. Resident expense

All costs and expenses incurred by the Home Buyer in making modifications shall be solely the responsibility of the Home Buyer.

C. No Liens

No liens may be placed on the unit/home in connection with the structural modifications. The property shall remain unencumbered until conveyed to the Home Buyer.

D. Construction/building code requirements

All construction shall be done in accordance with local building codes and ordinances. The Kaw Housing Authority shall inspect the work during all phases of completion. Any work such as electrical, plumbing, etc. must be completed by a licensed vendor.

5. Damage to Property

Home Buyers shall refrain from damaging, defacing, vandalizing, destroying or removing any part of the home, neighborhood, and community including all public and tribally owned property. The Home Buyer is responsible for any and all damages to the property by all family members, residents, occupants, and/or guests of their homes/units. If the Home Buyer does not correct any damage to the property, the Housing Authority *will* have the damage repaired at its discretion and the cost to repair any damage to the property shall be assessed against the Home Buyer by the Housing Authority and said assessment shall be repaid to the Housing Authority under a repayment plan. Failure to make payments pursuant to any such repayment plan *will be considered non-compliant with the agreement and subject to termination from the program* pursuant to the Collection and Eviction Policies of the Housing Authority.

6. Public Disturbance/Nuisance

Home Buyers shall not be engaged in unlawful activities or activities which could cause a disturbance and or public nuisance to neighbors and the surrounding community. The Kaw Housing Authority shall maintain a record of all Home Buyer complaints. Further if a Home Buyer engages in or allows such activities to take place at their residence, the Executive Director of the Housing Authority may deem the Home Buyer to not be in compliance with the Home Buyer Agreement and therefore may be subject to the Collection and Eviction Policies of the Housing Authority.

7. Responsibility to Provide Utilities

It is the responsibility of the Home Buyer to provide utilities for the unit including deposits. It is the homebuyers/renters responsibility to establish utilities in their home within 48 hours of execution of agreement. If utilities are not maintained, KHA reserves the right to terminate the agreement.

8. Payments/Rents

All Home Buyer payments are due on the 1st day of the month without billing/prior notice, in accordance with the Kaw Housing Authority's Collection and Eviction Policy. If a Home Buyer fails to make a timely payment, the Housing Authority may chose at its discretion to seek any remedy available to it pursuant to the Collection and Eviction Policy of the Housing Authority, up to and including termination of the Home Buyer agreement, which may include eviction from the residence.

9. Maintenance/appearance of the home and property

The Home Buyer shall provide all maintenance, basic upkeep of the home and cleanliness of the unit to include mowing of the lawn in compliance with and subject to the Maintenance Policy of the Kaw Housing Authority. If KHA is notified that the yard is being unkept, tenant will have one written warning. If the problem is not remedied in 5 days, KHA will hire a vendor to mow the yard at the tenant's expense. If the tenant receives 2 letters in regard to their unkept yards which includes, mowing, weed eating, etc., within a 12 month period, KHA will contact a vendor to maintain the yard for the remainder of the 12 month period and will be charged to the Tenant's account.

10. Safe/Sanitary

The Home Buyer shall maintain the unit in a safe and sanitary condition. If the unit is found to not be in a safe and sanitary condition KHA reserves the right to proceed with termination pursuant to the procedures as stated in the Collection and Evictions Policy. *Units will continue to be subject to an annual inspection until unit is conveyed.*

11. Pet/Animal Control

The Home Buyer shall remain in compliance with the local animal control policies/ordinances. The Housing Authority hereby adopts the Animal Control Ordinances of the City of Newkirk (Ordinance D-1 – D-6) as the acceptable Animal Control regulations and policies for the housing units owned and/or maintained by the Kaw Housing Authority within the White Plume Subdivision and its Additions and the Charles Curtis Subdivision. All other housing units owned or maintained by the Kaw Housing Authority shall be subject to the Animal Control Ordinances within the particular jurisdiction where said unit is located. No animals may be maintained that are determined to be dangerous at the discretion of the Executive Director

and/or Board of Commissioners of the Kaw Housing Authority. See Pet/Animal Control in Rental Policy for rental homes.

12. Requirements to list occupants

The Home Buyer is required to list all occupants of the unit/home on the family's admission form/record/application and recertification for continued occupancy. Any visitors who remain for a period to exceed 30 days are subject to inclusion on the family's official record.

13. Home Buyer responsibility for children and guests

The Home Buyer is responsible for all actions of the Home Buyer's guests and children of the home and may be held accountable for such actions.

14. Inspections

The Home Buyer shall permit the Kaw Housing Authority to annually and/or periodically inspect the unit/home and grounds. Inspections are further defined in the Maintenance Policy. *Inspection will continue until such time as the ownership of the unit conveys from the KHA to the participant.*

15. Counseling

The Home Buyer is required to attend mandatory counseling sessions scheduled by the Kaw Housing Authority. The Home Buyer may be required to attend individual counseling sessions as a condition of the continued occupancy.

16. Prohibition of Illegal activities

Upon notification of any credible evidence that any illegal and/or drug activity has taken place at a Home Buyer's residence, and/or upon any plea of guilty, nolo contendere "no contest" or any other plea which could lead to a conviction or any conviction for drug related criminal activity or felony of any Home Buyer and/or occupant, shall be grounds for immediate termination in accordance with the Home Buyer Agreement.

17. Insurance

The Kaw Housing Authority shall provide required insurance on the unit structure including fire and extended coverage. The Home Buyer can secure his/her own insurance for personal property/contents. It is the Home Buyer's responsibility to report all damages to the unit so claims can be processed in a timely manner.

18. Re-certification Requirements

The Home Buyer is required to update relevant information regarding income, family composition, payment, rent calculations, etc., on at least an annual basis (See Certification Process).

19. Prohibition of Subleasing

The Home Buyer shall not take in boarders or sublet the unit without prior approval by the Board of Commissioners of the Kaw Housing Authority.

20. Other responsibilities/obligations under Home Buyer agreement/lease

The Home Buyer is responsible for complying with all other responsibilities/obligations stated in the Home Buyer agreement and all policies of the Housing Authority as amended. All policies of the Housing Authority are available for review by the Home Buyers/tenants at the Housing Authority Office.

21. Other Kaw Housing Authority Requirements

The Kaw Housing Authority may amend this and/or other policies from time to time in order to address other situations or governmental requirements when/if they arise. All Home Buyers will be notified and shall be responsible for following the amended policies.

22. Sex Offender On Premises

No person required to register as a "sex offender," and/or is listed on any sexual abuse registry shall be allowed within Kaw Housing Authority housing at any time. No person convicted of rape or any other illegal sexual activities shall be allowed within Kaw Housing Authority housing.

VII. THE CERTIFICATION PROCESS (SEE 24CFR PART 1000.128)

A. Annual Re-Examination

1. Scheduling

Home Buyers/*Renters* are required to recertify on an annual basis. The date for recertification will be the months of May and June. Re-certification includes verifying information needed to determine Home Buyer payment/rent payments and other vital information concerning the family's composition and records. The Kaw Housing Authority shall notify the Home Buyer/resident of the need to re-certify and set a date/time for the recertification to be received by Kaw Housing Authority.

2. Adjustments to the Home Buyer payments/rent payments

- a. Once the annual re-certification process is complete and the Home Buyer is notified an adjustment in the payment amount will be made. If there is an increase in income, the new payment amount will be effective on the first day of the month, preceding the 30 days. If there is a decrease in income, the new payment will be effective the first day of the following month.
- b. In order to insure that Home Buyers are able to adequately maintain the required lease payments on their unit, all Home Buyers/occupants shall be required to provide proof of income sufficient to meet the minimum income eligibility requirements for the number of household members pursuant to the Housing

Authority Income Guidelines for Eligibility (See Appendix “A”) at the time of re-certification.

- c. If a Home Buyer/occupant is unable to meet the minimum income requirements, the Home Buyer/occupant must apply in writing to the Board of Commissioners to request a Hardship exception to the minimum income requirement. The decision to grant an exception to the minimum income requirement shall be at the discretion of the Board of Commissioners.

3. Interim re-examination

The Home Buyer will be required to re-certify on a re-examination of income and/or re-certification if circumstances have occurred which would affect the monthly required payment. If an interim is submitted 2 months prior to the annual recertification being sent out, KHA will not require an annual recertification.

4. Other required information

The Home Buyer may be required to submit additional information at re-certification, if the Kaw Housing Authority deems it necessary to complete the family’s records or to assist in determining income and payments. Information which may be required includes but is not limited to social security cards (numbers) for new family members/occupants, divorce decrees, bank statements and receipts for various expenses.

B. Special re-examinations

If it is impossible to determine a family’s actual income due to unstable conditions such as fluctuating or sporadic employment and income, the Kaw Housing Authority may set a date for a special re-examination. The Kaw Housing Authority may use alternative methods of calculating annual income in cases where an accurate estimate of income cannot be computed *or KHA may use the IRS method to get a base income.* (See Payments and Rents Policy).

C. Adjustment of Utility Allowances

1. Notice of Adjustment:

If the Kaw Housing Authority determines that an adjustment in the utility allowances is to be made, the affected Home Buyers shall be give written notice of the adjustment not less than thirty (30) days prior to the effective date of the adjustment.

2. Effective Date of Change:

The Kaw Housing Authority will make every effort to make the effective date of the adjustment the first day of the month. In the event that the effective date of the adjustment is not the first day of the month, the effective date of change with respect to payments will be the first day of the month immediately following the effective date of the adjustment. If the effective date of the

adjustment is the first day of the month, then the effective date of change for payment calculations will be in the same day.

D. Adjustments due to errors

If the Kaw Housing Authority made an error in calculating a Home Buyer's payment which was subsequently discovered by either Kaw Housing Authority or the Home Buyer/*Renter*, a retroactive adjustment shall be made to the effective date of change (improper adjustment). Errors which are caused by the Home Buyer may also be made retroactive if the Kaw Housing Authority Board of Commissioners has reason to believe that the errors were committed willfully, in an effort to receive a reduced payment amount.

E. Procedure for Re-examination

1. **Submission of application for continued occupancy:**

At the time of required re-certification, the home buyer shall be required to submit an application for continued occupancy, on a Kaw Housing Authority prescribed form. The completed application and any attachments shall be signed by the Home Buyer.

2. **Notice of Changes:**

Within ten (10) business days of the completed re-certification process, the Home Buyer shall be informed in writing of any changes in the required monthly payment and the effective date of these changes.

F. Failure to comply or Properly report information required

If a Home Buyer/renter fails to provide all information or provides false information for a required re-certification, it is considered a breach of the Home Buyer agreement and is grounds for termination of the agreement. Providing false information to or withholding information from the Kaw Housing Authority may be considered fraud, which is a crime punishable under law. If a Home Buyer/renter fails to respond to the letter requesting re-certification information along with ALL supporting documentation by the deadline for submission, the Kaw Housing Authority shall notify the Home Buyer/renter of the breach of the agreement and proceed with raising monthly payments to the ceiling amount in the Kaw Housing Authority's Policies.

VIII. HOME INSPECTIONS

A. All Inspections shall be performed in accordance with the Housing Authority's Maintenance and Inspection Policy.

IX. CONVEYANCE AND CONVERSION OF DWELLING UNITS

A. Opportunity to Purchase

Participation in the Kaw Housing Authority program will be given the opportunity to purchase their home in accordance with the Home Buyer agreement and when all necessary obligations under the agreement have been satisfied.

B. Determination of Purchase Price

1. Initial purchase price

The Kaw Housing Authority shall employ an appraiser to determine the initial purchase price prior to execution of the Home Buyer agreement. At move-in the Home Buyer shall be issued a purchase price. The Home Buyer shall also receive annual statements detailing the payments made, balance owed, and payoff amounts.

C. Conveyance of Dwelling Units

A home shall be eligible for conveyance when the home buyer has met all of the obligations of the Home Buyer agreement including the purchase price paid in full and any other fees assessed by KHA. Insurance will be terminated by KHA 30 days from conveyance.

D. Conveyance Procedure

The Home Buyer and the Chair of Board of Commissioners shall execute all of the required documents and legal instruments. The Home Buyer shall receive a copy of the warrant deed (or other instrument conveying the home, i.e. Bill of Sale).

E. Transfer of Title

Once the transaction is completed, the Kaw Housing Authority shall cause to be filed and record all of the necessary legal instruments. The original (recorded copy) deed or other legal instrument shall be mailed to the Home Buyer within 30 days of receipt from the title company.

F. Disposition of Proceeds/Settlement of Account

Any remaining balance due to the Home Buyer after closing shall be mailed to the homeowner within 30 days.

G. Conveyance of Homes on Leased or Restricted Land

The conveyance of homes with special land status considerations will proceed as outlined earlier in this section, Section IX. Conveyance and Conversion of Dwelling Units, parts C, D and E. The conveyance of Units on Leases, or Restricted lands will result in conveyance of the structure and any improvements to the land ONLY. Title to the land shall remain as previously titled.

H. Effect of Prior Transfers of Home

If a Home Buyer has previously been conveyed a KHA home and sold it, they will be unable to apply for *the homeownership program but under extenuating circumstances the KHA Board of Commissioners can approve the applicant for the rental program.*

X. CONVERSION OF UNITS TO A DIFFERENT PROGRAM

The Kaw Housing Authority may approve a Home Buyer's written request to convert to the Homeownership program if the Kaw Housing Authority determines that the conversion is in the best interest of the Home Buyer and the Kaw Housing Authority. Factors to be considered shall include but not be limited to, financial feasibility, condition of the unit/home, repair costs and delinquencies. If all move-in and move-out requirements or both programs have been met to the Kaw Housing Authority's

satisfaction. The decision to approve a program conversion request shall be made at the discretion of the Board of Commissioners. The Kaw Housing Authority shall furnish a copy of a settlement statement detailing any amounts owed or to refund prior to completion of the conversion.