

PIT RIVER TRIBAL HOUSING BOARD

Eligibility, Admission, and Occupancy for Wiyachi Village

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I. Introduction

A. General purpose

“THE MISSION OF THE PIT RIVER TRIBAL HOUSING BOARD (PRTHB) IS TO PROVIDE AND MANAGE AFFORDABLE HOUSING, AND TO PROVIDE ECONOMIC OPPORTUNITY AND TRAINING FOR NATIVE AMERICAN FAMILIES WITHIN THE TRIBE’S SERVICE AREA. THE PRTHB IS COMMITTED TO DEVELOP PLANNED COMMUNITIES THAT ARE AFFORDABLE, DECENT, AND SAFE FOR NATIVE AMERICAN FAMILIES”.

This policy is designed to serve as:

1. A guide for the PRTHB to use in determining eligibility, admission of applicants, selection criteria, and occupancy standards for the Wiyachi Village Low Rental Housing program.
2. A document which provides for consistent, equitable, and uniform treatment of clients.
3. A basis for decision-making by PRTHB staff.
4. A training manual for newly-hired or appointed staff.

B. Application of policy

This policy is applicable to all PRTHB clientele, including but not limited to applicants, residents, renters, homeowners, and PRTHB program participants.

II. Eligibility for Housing

The purpose of this section is to determine who is eligible to participate in PRTHB Wiyachi Village Low Rental Housing program. Applicants must meet **all** of the following eligibility requirements to be eligible for the PRTHB’s Low Rental program.

A. Family composition (See 24 CFR Part 1000.104 & Section 201(b) of NAHASDA)

An applicant must qualify as an individual or as a family, defined by the PRTHB as two or more persons who are related by blood, marriage, or operation of law and who have evidenced a stable family relationship;

An "Elderly Person" is a person who is at least sixty-two (62) years of age, and a "Near-Elderly Person" is a person who is at least fifty-five (55) years of age and less than sixty-two (62) years of age.

Disabled Person or Person with Disabilities means a person with disabilities further described in the regulations promulgated under NAHASDA at 24 C.F.R. § 1000.10.

Disabled Families means a Family whose head of household, Spouse, or sole member is a Person with Disabilities. The Disability must be physical and certified by two sources, one being a physician.

Elderly Families and Near-Elderly Families mean a family whose Head of Household, Spouse, or sole member is an Elderly or Near-Elderly Person. Such terms may include two or more Elderly or Near-Elderly Persons living together, or one or more such persons living with one or more persons determined under PRTHB's Indian Housing Plan to be essential to their care or well-being.

Head of the Household means the Pit River Tribal Member family member who is held responsible and accountable for the Family.

Live-In Aide means a person who resides with one or more Elderly Persons, or Near-elderly Persons, or Disabled Persons, and who:

- (1) Is determined to be essential to the care and well-being of the persons;
- (2) Is not obligated for the support of the persons; and
- (3) Would not be living in the unit except to provide the necessary supportive services and or under physician's recommendation, Live-In Aide may reside with resident.

An applicant must qualify as an Indian family, defined by the PRTHB as a family whose head of household or spouse is an enrolled member of the Pit River Tribe.

B. Income limitations (See Section 205 of NAHASDA)

1. Maximum income
The applicant must qualify as a low-income family, defined as a family whose income does not exceed 80% of the median income for the area or the United States, whichever is greater. And otherwise consistent with Section 205 of NAHASDA. Income limits are adjusted for family size and updated on an annual basis (See Appendix A).
2. Income sufficient to comply with program requirements
Under the PRTHB Wiyachi Village Low Rental Housing program, participants are required to satisfy obligations such as user fees, utilities, maintenance etc. The applicant must demonstrate the ability to meet these requirements. The minimum income required will be **\$400.00 per month** or **\$4,800.00 per year**.
3. Estimating income
The applicants' annual income will be determined by estimating the anticipated total income from all sources to be received by the head, spouse, and additional members of the family over the next 12 months.

4. Exception to maximum income limits (See 24 CFR Part 1000.106,108, and 110)
 - a. The PRTHB may waive the maximum income limit Requirement under the following circumstances:
 - (1) The applicant demonstrates to the satisfaction of the PRTHB that their need for housing cannot be met without assistance.
 - (2) The income waiver is consistent with HUD regulations.
 - b. All justifications and documentation used to determine the eligibility of an over income family to be served will be retained on file as long as the Tribe retains an interest in the unit and for three years thereafter.
 - c. Income verifications (See 24 CFR 1000.128)

In order to determine that data upon which determination of eligibility, selection, preference, and rents/payments to be charged are accurate, such data must be verified. The preferred method of verification shall be written verification by a third party. In the event that third party verification cannot be obtained, the PRTHB 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. Complete and accurate verification records, consisting of, but not limited to, the following are to be maintained.

 1. Letters or other statements from employers 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 of 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, such as salesmen, taxi drivers etc., setting forth gross receipts, and itemized expenses and net income.
 4. 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 PRTHB with social security numbers and/or copies of social security cards for each family member or person listed on the application.
- F. Restrictions on assistance to non-citizens
The PRTHB restricts housing assistance to U. S. citizens in accordance with Title II, Sec. 201 (b) of NAHASDA.

- G. Additional criteria for admission
 - a. Wiyachi Village Low Rental Program: Proof of Pit River Tribal Enrollment.
 - b. Any additional federal program specific criteria, –
 - c. Applicant may not owe or have outstanding debts with PRTHB or Pit River Tribe.

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

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. Applications shall be received at the PRTHB office. All applications are to be fully completed and signed using indelible pencil or ink. Immediately upon receipt, the application will be date/time stamped, and initialed by the PRTHB staff. Completed applications may be mailed or delivered in person (see IV Section Procedure & Requirements, C.).

Verification of all information that affects eligibility, family composition, selection, priority or preferences, annual income, unit size, determination of affordable payments or rent, and housing need is required.

In addition, each applicant must sign a consent form for the release of information.

2. Applicant responsibilities

The applicant is responsible for providing all of the necessary information and accurately completing the application as required. The applicant must certify that all information contained in the application is true and accurate to the best of his/her knowledge. The applicant is responsible for making corrections or updating the application on an annual basis. Failure to update an application for a period of 12 months is grounds for placing the application in an inactive file and removing the family from the waiting list.

3. Application file

The PRTHB 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.

a. Eligible

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

- b. Ineligible
This file contains those applications which have not met initial eligibility requirements and have been determined to be ineligible for the PRTHB programs.
- c. Incomplete/Pending
This file contains those applications which have not been sufficiently completed or verified for a determination of eligibility to be made. Applicants submitting an incomplete application will be notified and given 60 days to submit the missing information. If the information is not submitted in a timely manner, the application will be placed in the inactive file.
- d. Inactive
This file contains those applications which have not been updated within 6 months. Those applicants will be removed from the waiting list and will have to re-apply in order to be placed back on the waiting list. Those applications will receive a new application date but will be permitted to maintain their priority or selection preference, if qualified. Incomplete applications which are not completed in a timely manner will be placed in this file.

B. Eligibility Determination

- 1. Applicant determined eligible (See 24 CFR Part 1000.146)
Upon receipt of a completed application, the PRTHB will decide of eligibility. An applicant determined to be eligible shall be promptly notified in writing and placed on the PRTHB waiting list.
- 2. Applicant determined ineligible
Upon receipt of a completed application, the PRTHB will decide 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 20 calendar days of the date of the notice. An appeal hearing to make a final determination of eligibility shall be scheduled at the earliest convenience of both parties. The appeal is an informal hearing of the PRTHB staff and Board (e.g. appeal board). All decisions will be final. The applicant is given the opportunity to produce evidence, clarify information, and/or ask questions regarding eligibility.

C. Waiting list administration

The PRTHB shall maintain a waiting list for the Wiyachi Village Low Rental Housing programs, separate and apart from any other PRTHB program. 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.

1. 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 every six months. In order to remain on the waiting list, an applicant must continue to update his/her application and remain eligible for the program. Applicants who fail to update their application within 365 days of their most recent eligibility date will be placed in the inactive file and lose their original date.
Any applicant on the waiting list who wishes to be removed from the list must submit a written request to the PRTHB. Otherwise, no eligible applicant may be removed from the waiting list except for failure to update in a timely manner.
2. Suspending the taking of new applications
The PRTHB reserves the right to close the waiting list and suspend the taking of new applications at any given time. The PRTHB may also set submission deadlines for inclusion in a particular project, program, or funding year.

IV. Selection Procedure and Requirements

- A. General provision (See 24 CFR Part 1000.120)
The PRTHB shall select eligible applicants from the PRTHB waiting list in accordance with the selection preferences (priority groups) outlined below and the applicant's respective eligibility dates.
- B. Order of selection
Eligible applicants will be categorized according to the following priority groups, with group one having the highest priority. Once all of the applicants in group one has been served, group two applicants will be served, and so forth. See Appendix B Priority Ranking.
- C. Screening of applicants
Prior to placement in a unit or receipt of services, the PRTHB may conduct a thorough screening process of each applicant to determine suitability for admission. The screening process shall include a review of pertinent factors including the following:
 1. The applicant's past performance in meeting financial obligations, including but not limited to rent and utilities. The PRTHB may request a report from a consumer credit reporting agency. The PRTHB shall request information from former landlords detailing payment history (from up to 5 years ago);
 2. Whether the applicant was previously evicted for non-payment or non-compliance with any PRTHB, IHA, and tribal or public housing authority (PHA) policy;
 3. Whether the applicant previously participated in a HUD-assisted program and abandoned the dwelling unit;
 4. 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 or

neighbors. The PRTHB may require a home visit at the applicant's present residence. If a home visit is not feasible, references may be required; and

5. The applicant's criminal record (including all family members), particularly drug-related activities, physically violent crimes, or other criminal acts which may endanger other residents or neighbors. PRTHB may conduct a criminal background check of any applicant or any member of an applicant's Family to determine whether such applicant or any such member of his or her Family has been convicted of rape, Spouse abuse, child abuse, child sexual abuse, registered sex offender (Megan's Law), domestic violence, sexual offense, or any other crime of violence or of any drug related offense. Conviction of any such crime may be grounds for denying applicant's eligibility to participate in any PRTHB program covered by this Policy. All such records of applicant criminal checks shall be confidential and shall be maintained in a secure place.

6. The Wiyachi Village is an Independent Living residence.

Independent living is not needing the 24-hour medical care provided by, a live-in caretaker, a nurse, medical staff, or health care providers. The applicant can independently ensure health, safety, and well-being without assistance.

An Assisted Living residence or Assisted Living Facility is a housing facility for people with disabilities who cannot care for themselves. These facilities provide supervision or assistance with activities of daily living; coordination of services by outside health care providers; and monitoring of resident activities to help to ensure their health, safety, and well-being. Assistance may include the administration or supervision of medication, or personal care services provided by a trained staff person.

7. Survivorship Clause: Tenants must complete the Designated Individual form, with signature of person chosen that acknowledges and accepts such responsibility. This form must be notarized. In case of Tenant death an AUTHORIZED representative (Designated Individual) can enter the unit or remove property from the unit. 30 days after the passing of a tenant the unit must be vacated, all household members must vacate the unit. PRTHB will notify the Designated Individual of the 30-day notice to remove all personal belongings within the unit. If the Designated Individual does not respond or show up within 30 days after notification PRTHB can dispose of the property with no liability.

D. Determination of suitability

In determining whether an applicant is suitable for admission, the PRTHB shall review all of 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 unsuitable for admission, a written notice of the 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 30 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. All appeals will be heard by the PRTHB, all determinations will be final.

- E. Notification of selected applicants (See Section 207 of NAHASDA) Promptly after an applicant family has completed the screening process and been determined to be suitable for admission, the family will be notified in writing of their selection. The notification shall include the following:
1. A statement that the individual(s) has been selected for participation in the PRTHB programs;
 2. A statement that the individual(s) will be required to participate in mandatory counseling/training sessions prior to occupancy;
 3. A statement that a Lease Agreement will need to be executed if an individual(s) is willing and able to do so;
 4. A statement that admission and contract execution is subject to a final income and eligibility verification, up until physical move-in;
 5. The address, location, legal description, unit number, or type of services to be received (amount of assistance);
 6. A statement that the individual(s) has 30 days in which to respond to the notice, either by accepting or rejecting the service/assistance/unit offered;
 7. A statement that failure to respond within 30 days shall be regarded as a rejection of the offer. The date of formal rejection and new application date shall be 30 days after the notification of selection;
 8. A statement that a rejection of the offer shall result in the individual(s) receiving a new date (date of formal rejection) and that their application will be placed in inactive status.
 9. A statement that the notice is not a contract and does not obligate the PRTHB in any way.

V. **Occupancy Standards**

In order to prevent overcrowded conditions and wasted space, homes shall be assigned in accordance with the following schedule. Factors to be considered include age and sex of children, potential changes in family composition, availability of unit sizes, etc.

NUMBER OF BEDROOMS	NUMBER OF PERSONS
2 BR	1-3

VI. Leasing, Subleasing, Lease Purchase Requirements and Rules of Occupancy

A. Execution of the agreement (see Section 207 of NAHASDA)

Prior to occupancy of a unit, the participant shall execute a Lease Agreement with the PRTHB. This agreement is a legal document which describes rights, duties, obligations, and responsibilities, and shall be executed promptly after final selection of the applicant. The agreement shall be executed in duplicate original with both parties receiving an original document. The head of household will sign the agreement and the Housing Coordinator or designee will sign on behalf of the PRTHB.

1. Changes, modifications, and amendments

If the Tenant (head or spouse), or unit (due to transfer) changes, a new agreement shall be executed. The PRTHB may revise or adopt policies which affect the residents' obligations and requirements under the agreement. Such changes do not require execution of a new agreement.

2. Termination of agreement by the Tenant, the Tenant may terminate the agreement provided that a 30-day written notice is given to the PRTHB, and the procedures for termination contained in the agreement are followed.

3. Termination of agreement by the PRTHB

The PRTHB may terminate the agreement in accordance with the provisions contained in the agreement. A failure to comply with any of the requirements, obligations, or duties outlined in the agreement shall be grounds for termination. The PRTHB shall issue a notice of breach to the Tenant promptly after the occurrence of such a breach, notify the Tenant of grievance procedures, and state the action required by the PRTHB to amend the breach. If the breach is not amended to the satisfaction of the PRTHB, a notice of termination shall be issued. The notice of termination shall be in accordance with the terms and conditions of the agreement.

B. Guidelines and rules for occupants (See Section 207 of NAHASDA)

1. Principal residency requirement

As a condition of occupancy, Tenants are required to use the home as a principal residence, except for temporary absences, as approved by the PRTHB.

2. Determination of abandoned unit

A home which has been unoccupied for a period of 30 days or more without PRTHB approval may be determined to be abandoned and in breach of the Tenant Lease Agreement.

3. Business use of home

The use of the home for operation of a business may be approved by the PRTHB under the following conditions: The operation of the business should not negatively impact the neighbor or surrounding community. A request to operate a business out of the home shall be made in writing. A decision on the request shall be made in within 60 days of the request. A denial is subject to the PRTHB's grievance procedure.

4. **Structural modifications**
No Tenant shall make any structural modifications or additions to the unit unless approved by the PRTHB. A request for modification shall be made in writing and provide detailed information regarding the proposed change (e.g., plans/specifications). If the Tenant is in full compliance with the terms of the Lease Agreement, the PRTHB may approve the request.
 - a. **Approvable alterations and additions**
Modifications which are approvable include but are not limited to energy conservation items, alternative heat and air, enclosing a carport/garage, adding storage space, adding living space, permanent fencing, and cosmetic interior items.
 - b. **Resident expense**
All costs and expenses incurred by the Tenant in making modifications shall be solely the responsibility of the Tenant.
 - c. **No liens**
5. **Damage to property**
Tenants shall refrain from damaging, defacing, vandalizing, destroying or removing any part of the home, neighborhood, and community including all public and tribally PRTHB owned property. The head of household and/or spouse are responsible for all family members and residents of their homes/units.
6. **Public disturbance**
Tenants shall not engage in unlawful activities or activities which could cause a disturbance to neighbors and the surrounding community. The PRTHB shall maintain a record of all Tenant complaints.
7. **Responsibility to provide utilities**
It is the responsibility of the Tenant to provide all utilities for the unit including deposits.
8. **Maintenance/appearance of the home and property**
The Tenant shall provide all non-routine maintenance and basic upkeep of the home, keeping it in an acceptable condition and free from trash, clutter, and debris (including abandoned or junk cars). The PRTHB shall monitor the condition of the unit through periodic inspections and drive-bys. Compliance with Pit River Tribal Law, and Ordinances will be required.
9. **Pet/Animal control**
The Tenant shall not keep any pets. Unless a Resident is medically required to have an animal to improve the quality of life for the resident, no pets will be allowed within this project. If a resident has demonstrated the need for the service animal, the resident must have current vaccinations and required licenses at all times. Unleashed and unconfined animals pose a threat to the health, safety, and welfare of PRTHB project residents, guests, and employees. It is therefore the policy of PRTHB that all residents are responsible for keeping their animals leashed or confined within a secure enclosure. Failure to comply may be grounds

for termination of a Participant's Occupancy Document with PRTHB and for other legal sanctions. Any proposed termination based on the presence of an unleashed or unconfined animal shall be initiated and conducted pursuant to the terms of the PRTHB Termination Policy. Any request will be reviewed by the PRTHB and considered on a case-by-case basis relating only based on the need of the Tenant.

10. **Requirement to list occupants**
The Tenant is required to list all occupants of the unit/home on the family's admission form/record/application for continued occupancy. It will be the discretion of the PRTHB to allow more than two individuals (Live-In aide, or other individual based on the relationship to the tenant) to reside in one unit. Each request will be reviewed by the PRTHB and considered on a case-by-case basis relating only based on the need of the Tenant.
11. **Tenant responsibility for children and guests**
The Tenant (head or spouse) is responsible for all actions of the residents, guests, and children of the home and may be held accountable for such actions. Guests of occupants may reside in a PRTHB unit for no more than two (2) weeks, provided that, upon written request and approval by the PRTHB Board of Commissioners, PRTHB in its sole discretion may extend the period of time within which a guest may reside in a PRTHB unit.
12. **Inspections**
The Tenant shall permit the PRTHB to periodically inspect the unit/home and grounds.
13. **Counseling**
The Tenant is required to attend all mandatory counseling sessions scheduled by the PRTHB. The Tenant may be required to attend individual counseling sessions as a condition of continued occupancy.
14. **Prohibition of illegal drug activities**
Any conviction (including "no contest" pleas) for a drug related criminal activity shall be grounds for immediate termination in accordance with the lease.
15. **Insurance**
The PRTHB shall provide required insurance on the unit structure including fire and extended coverage. The Tenant will have to secure their own insurance for personal property/contents. It is the Tenants responsibility to report all damages to the unit so claims can be processed in a timely manner.
16. **Re-certification requirements**
The Tenant is required to update relevant information regarding income, family composition, payment, rent calculations etc. on an annual basis (*See Certification Process*). If the family compositions or household income from any source changes, the tenant must notify the PRTHB immediately (to be in accordance with NAHASDA, section 203 (a) (2)).

17. **Prohibition of subleasing**
The Tenant shall not take in boarders. Nor shall property or premises be occupied for any other purpose than for single family dwelling. No persons will be allowed to reside or occupy the property or premises in any structures, vehicles, trailers, RV's, or tents. This is not meant to preclude guests of the Tenant who may visit up to fourteen days.
18. **Security deposit (rental only)**
The resident is required to pay a security deposit in the amount of \$205.00. The deposit shall be refundable at the time of move-out, provided that all conditions, obligations and requirements of the PRTHB and lease agreement have been satisfied. Participants in the Low-Rent Program shall pay a onetime security, cleaning and key deposit of \$205.00 upon termination of the Participant's Occupancy Document, all funds shall be returned to Participant or designated individual less any reasonable charges for cleaning and repairs. The deposit must be paid in full before taking occupancy of the unit.
19. **Other responsibilities/obligations under Lease Agreement**
The Tenant is responsible for complying with all other responsibilities/obligations lease agreement.
20. **Each Tenant will be allowed no more than two vehicles on the premises. One must be parked in the garage the other must be parked in front of the garage. All vehicles must be operational, and have proof of current registration, and tags, valid insurance. Vehicles may not be obstructing other residential areas, roadways, or no parking zones. PRTHB reserves the right to remove or tow any unauthorized or any vehicles found to be non-compliant with this policy.**
21. **Firearms. The careless use of firearms recklessly and unacceptably endangers the health, safety, and welfare of all residents, guests, and employees of PRTHB projects. Accordingly, no Participant, or any member of or guest in such Participant's household, may discharge a firearm in or around a PRTHB project. Participants are responsible for the acts of their resident Family and are required to take all reasonable steps to assure compliance by their guests and other invitees. Violation of this policy may be grounds for termination of Participant's Occupancy Document with PRTHB and for other legal sanctions. Any proposed termination based on the discharge of a firearm shall be initiated and conducted pursuant to the terms of the PRTHB Termination Policy.**
22. **The Tenant will designate an Individual to be responsible in the event of any emergency or unforeseen event. The Designated Individual cannot assume the Tenant Lease at any time; however, the Designated Individual will be responsible for any personal matters including but not limited to personal and financial matters. Any change of Designated Individual must be provided to the PRTHB in writing by the resident. There will be a 45 Day time period for units to be vacated after the passing of any Tenant.**

VII. The Certification Process (See 24 CFR Part 1000.128)

A. Annual reexamination

1. Scheduling

Residents are required to re-certify annually. The date for re-certification will be the anniversary of the family's move-in date (initial occupancy). Re-certification includes verifying information needed to determine rental payments and other vital information concerning the family's composition and records. The PRTHB shall notify the Tenant of the need to re-certify and set a date/time for the re-certification.

2. Interim re-examination

The Tenant may voluntarily request a re-examination of income and/or re-certification if he/she feels that circumstances have occurred which would affect the monthly-required payment/rent. The PRTHB will process these requests on a first-come, first-served basis.

3. Other required information

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

B. Procedure for re-examination

1. Submission of application for continued occupancy

At the time of the required re-certification, the Tenant shall be required to submit an application for continued occupancy, on a PRTHB prescribed form. The completed application and any attachments shall be signed by the Tenant.

2. Notice of changes

Within 30 days of the completed re-certification process, the Tenant shall be informed in writing of any changes in the required monthly payment/rent and the effective date of these changes.

C. Failure to comply or properly report information required

If a Tenant fails to provide information or provides false information for a required re-certification, it is considered a breach of the lease and is grounds for termination of the agreement. Providing false information to or withholding information from the PRTHB may be considered fraud, which is a crime punishable under the law. If a Tenant fails to respond to the letter requesting re-certification information, a written notice will be sent out with a deadline for submission of information. If the Tenant fails to meet the deadline, the PRTHB shall notify the Tenant of the breach of the agreement and proceed with eviction procedures outlined in the agreement and the PRTHB's collection and eviction policy.

VIII. Unit Inspections

A. Initial inspection

1. Participants
At the time of initial occupancy, a move-in inspection shall be conducted with the PRTHB's inspector (representative) and the Tenant. The Tenant shall be permitted to have a representative of their choice present at the initial inspection to assist them.
2. Counseling opportunity
The PRTHB shall provide the Tenant with counseling or Tenant training sessions which cover the obligations of the resident and proper homecare procedures. Attendance at counseling sessions may be a mandatory requirement prior to occupancy.
3. Documentation of conditions
At the conclusion of the initial inspection, the Tenant shall sign an inspection report detailing any deficiencies in the unit/home. The PRTHB shall correct any tenant abuse caused by other than normal wear and tear within a reasonable amount of time at the discretion of the PRTHB.

B. Annual inspection

1. Notification
The PRTHB shall provide the Tenant with written notification of a scheduled inspection at least 7 days prior to the date of the inspection. The notice shall state that the annual inspection is a requirement of the lease agreement and give the date and time of the inspection.
2. Inspection procedure
The PRTHB shall conduct a thorough inspection of the interior, exterior, and adjacent grounds of the unit/home. The Tenant shall sign the inspection report, which contains the results of the inspection.
3. Deficiencies
If the inspection reveals any deficiencies in the condition of the unit/home, the Tenant shall be given 30 days to correct the deficiencies, at which time a follow-up inspection shall be scheduled.
4. Follow-up inspection
The PRTHB shall conduct a follow-up inspection to determine if the deficiencies have been corrected. The Tenant shall be notified and given the opportunity to be present at the inspection. If the Tenant has not corrected the deficiencies, the PRTHB may terminate the agreement/lease in accordance with the terms of the agreement or perform the necessary work and charge the Tenant.

C. Special inspections

In addition to the annual inspection, special inspections may be required by the PRTHB if the Tenant has received unfavorable inspection reports in the past. Special inspections may be required as a condition of initial occupancy if the Tenant has a poor record of homecare at past residences.

- D. Move-out inspections
Upon termination of the agreement/lease, the PRTHB shall conduct a move-out inspection. The Tenant or representative shall be present at the inspection. The PRTHB shall prepare an inspection report which shall be signed by the Tenant. The report shall include an account of any deficiencies noted, a written estimate of the amount (dollar value) of work required, and a statement which gives the Tenant 30 days to correct the deficiencies. If the deficiencies are not corrected by the deadline, the PRTHB shall correct the deficient items and charge the resident for the work. If the amount of the work exceeds the resident's available deposit, the PRTHB shall bill the Tenant for the amount outstanding.

CONFLICTS OF INTEREST

- A. No person who participates in PRTHB's admissions and occupancy decision-making process or who has inside information with regard to Indian Housing Block Grant assisted activities, including but not limited to housing staff, housing or tribal board members, members of immediate families, and business associates, may obtain a personal or financial interest or benefit from such activities.
- B. This provision does not apply when a person, who might otherwise be included, is low-income and is selected for assistance in accordance with this Policy; provided that there is no conflict under applicable Tribal law or Federal Law. PRTHB must make a public disclosure of the nature of the assistance to be provided and the specific basis for the selection of the person. PRTHB also must provide a copy of the disclosure to the Regional Office of Native American Programs prior to providing assistance to the person.
- C. PRTHB may request from HUD a waiver of the requirements of this section on a case-by-case basis, if it determines that such an exception would further the primary objectives of NAHASDA and the effective implementation of PRTHB's program. Prior to requesting such waiver, PRTHB must make a public disclosure of any such conflict and determine that no conflict exists under applicable tribal law.
- D. PRTHB shall maintain records of all exceptions made or waivers requested under this section for a period of three (3) years after the exception is made.

APPENDIX B

Income	Priority Group	Points
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Poverty	First	5
Low-to-Moderate	Second	4
High Income	Third	0

Age	Priority Group	Points
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63+ (<i>plus 2 pts for each year over 62</i>)	First	10
55-62	Second	8
54-under	Ineligible	

Handicapped/Disability	Priority Group	Points
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Disabled Head of Household (<i>Pit River Member</i>)	First	5
Disabled family member (<i>Pit River Member</i>)	Second	3
Disabled Veteran (<i>Pit River Member</i>)	Third	5
Not Disabled	Fourth	0

Current Living Conditions	Priority Group	Points
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No Residence	First	5
Displaced (by condition beyond their control)	Second	4
Living in substandard dwelling	Third	3

Disability Level	Priority Group	Points
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Full Disability (permanent) <i>Physical, /mobility impaired</i> <i>Prosthetic limbs, wheelchair</i> <i>Cane and walker.</i>	First	10
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Sensory Disability (Full) <i>Blindness, deafness</i> (Partial)	Second	8
		5

Health Related Disability <i>Diabetes, Cancer, Heart Disease, etc.</i>	Third	5
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Ancestral Boundaries	Points
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Ancestral Boundaries Resident	5
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(Points only apply to Pit River Tribal Members unless otherwise stated)
Wiyachi Village