

Seneca Nation Housing Authority

Elder's Program Eligibility, Admissions, & Occupancy Policy

SECTION 1: INTRODUCTION

I. SUMMARY

These policies describe the Seneca Nation Housing Authority's (SNHA) requirements from eligibility, admissions and occupancy for the SNHA housing programs. Preference will be given to all eligible enrolled members of the Seneca Nation of Indians.

II. PURPOSE

The general purpose of this policy is to serve as a guide for the Seneca Nation Housing Authority in determining eligibility, admission, of applicants, selection criteria, and occupancy standards. Policies have been prepared to provide directions to staff in admission to programs and for administration of the requirements governing their occupancy. After determining eligibility, waiting lists of potential program applicants will be maintained according to the time and the date of receipt of the completed application and other pertinent factors as outlined in these policies. These waiting lists will be used by staff in selecting tenants. It is to also provide for consistent, equitable, and uniform treatment of housing customers; a basis for decision making for the Seneca Nation Housing Authority; a training manual for staff.

III. APPLICABILITY OF POLICY

This policy is applicable to all program participants, present and future, including but not limited to applicants, residents, guests and visitors. The SNHA programs are rental, homebuyer and elders. Exceptions or modifications to the policy are noted within each section. The Seneca Nation Housing Authority Board of Commissioners and the staff are expected to follow this policy in full as well.

SECTION 2: ELIGIBILITY

I. PURPOSE

This section is to determine who is eligible to participate in the Seneca Nation Housing Authority programs. All applicants must sign and date that all of the information and verification documents are true and accurate to the best of their knowledge. Applicants must meet all of the following requirements to be eligible. Exceptions are noted.

II. ELIGIBILITY REQUIREMENT

The following eligibility requirements must be met at a minimum prior to applicants being considered:

- A. Income Limitations**
- B. Family Composition**
- C. Criminal Background Check**
- D. Credit History**
- E. Ownership of Property/Clear Title**
- F. Previous Debts Owed to the SNHA and/or Seneca Nation Programs**
- G. Landlord References (if applicable)**
- H. Independent Living Certification**
- I. Current Living Conditions**

III. SNHA ITEMIZATION OF ELIGIBILITY REQUIREMENTS

A. Income Limitations

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 United States. Applicants must have a verifiable income to be considered for admission to any SNHA program. Income limits are adjusted for family size and updated on an annual basis by the United States Department of Housing and Urban Development (HUD). The applicant family must have sufficient income to meet and maintain the minimum payment. SNHA staff will verify and calculate each applicant's adjusted income upon receipt of the application.

1. Estimating Income.

The applicant's annual income will be determined by estimating the anticipated total income from all of the following sources to be received by the head, spouse, partner, and additional members of the household over the next 12 months from date of submission.

We will use the Adjusted Gross Income as defined by the Internal Revenue Service (IRS).

- a. **Adjusted gross income means** gross income minus deductions, including the following:
 - 1. On account of a trade or business carried on by the taxpayer (except for services as an employee) (Paragraph 1006)
 - 2. (For trade or business expenses paid or incurred by a qualified performing artist for services in the performing arts as an employee (Paragraph 941A);
 - 3. Allowed as losses from the sale or exchange of property (Paragraph 1701et.seq.);
 - 4. For expenses paid or incurred in connection with the performance of services as an employee under a reimbursement or other

- expense allowance arrangement with the employer or third party (Paragraph 942). Employee expenses that are not reimbursed under an accountable plan are not deductible from gross income;
5. Attributable to rental or royalty property (Paragraph 1089);
 6. For depreciation or depletion allowed to a life tenant of property or to an income beneficiary of property held in trust, or to an heir, legatee, or devisee of an estate (Paragraph 1090);
 7. For contributions by self-employed persons to pension, profit-sharing, and annuity plans (Paragraph 2113);
 8. Allowed for cash payments to individual retirement accounts (IRAs) and deductions allowed for cash payments to retirement savings plans of certain married individuals to cover a non-working spouse (Paragraph 2170 & 2172);
 9. For the ordinary income portion of a lump-sum distribution to the extent included in gross income (Paragraph 2153);
 10. For interest forfeited to a bank, savings association etc., on premature withdrawals from time savings accounts or deposits (Paragraph 1120);
 11. For alimony payments (Paragraph 1120);
 12. For the amortization of reforestation expenses (Paragraph 1287)
 13. For certain repayments of supplemental unemployment compensation benefits to a trust described in Code Sec. 501(c)(9) or (17), required because of receipt of trade readjustments allowances (Paragraph 1009);
 14. For jury duty remitted to employer (Paragraph 1010)
 15. For moving expenses (Paragraph 1073);
 16. For the purchases of clean-fuel vehicle and refueling property (Paragraph 1286);
 17. For interest on education loans incurred on, before, or after August 5, 1997 with respect to loan interest payments due and paid after December 31, 1997 (Code Sec. 62(a)(17));
 18. For contributions to a medical savings account allowed by Code Sec. 220 (Code Sec. 62(a)(16)) See Paragraph 1020; and
 19. For expenses paid or incurred by a fee-basis state or local government official for services performed.

Note: The adjusted gross income figure is found on line 32 of the IRS 1040.

Note: Paragraph references are made to the IRS Tax Guide.

2. Verification of Income

In order to determine that data which determines the eligibility selection preferences and rents/payments to be charged are accurate such data must be verified. All applicants with a source of income must sign all appropriate releases allowing the SNHA staff to verify income and deductions.

Failure to sign these releases by any of the applicants shall be considered incomplete applications and therefore will not be processed. The SNHA reserves the right to ask for any information from the applicant that the SNHA deems necessary to complete the verification process. Any willful non-compliance on the part of the applicant shall deem the application incomplete and therefore will not be processed.

a. Verifiable Income Information:

- 1) Four (4) current pay stubs for all household members, including minors.
- 2) Self-employment income.
- 3) Social Security, Social Security Disability (SSD), Social Security Supplemental Income (SSI) award letter with current amount received.
- 4) Retirement pension(s).
- 5) Unemployment and Disability Insurance, Worker's Compensation award letters.
- 6) Social Services (Public Assistance, Aid to Dependent Children, Home Relief) award or grant letter.
- 7) Child support. Bring in court orders for payments received by any household members.
- 8) Alimony payments.
- 9) Veteran's income.
- 10) Any other income that any household applicant receives.

b. Verifiable Deduction Information for Adjusting Income:

- 1) Child care payments for all children in the household.
- 2) Proof of Disability.
- 3) Proof of Handicapped.
- 4) Proof of Full Time Student Status of household members of the age of 18.
- 5) Proof of Travel Expenses for employment or education-related travel.
- 6) Proof of Medical Expenses, including health insurance premiums not covered by your insurance or the Seneca Nation Health Department (SNHD).
- 7) Proof of Elder Status (Age 60+).

B. Family Composition

Preference will be given to all eligible enrolled members of the Seneca Nation of Indians. Next consideration will be given to native families and then descendant families, as defined below.

1. Definitions of a Family Composition

- a. **FAMILY** included but is not limited to, a family with or without children, an elderly family, a disabled family, and a single person.
- b. **SENECA NATION FAMILY** means the head or heads of household and if applicable, at least one child is an enrolled member of the Seneca Nation of Indians.
- c. **NATIVE FAMILY** means at least one of the heads of household is an enrolled member of a federally recognized tribe.
- d. **DESCENDANT SENECA NATION FAMILY** means at least one of the heads of household is a descendant of a parent, who is an enrolled member of the Seneca Nation of Indians.
- e. **NON-NATIVE FAMILY** means the applicants are not of any native descent.

2. Applicants in the Process of Securing Legal Custody

An applicant in the process of securing legal custody must provide evidence that success of obtaining legal custody is likely. The Tenant Manager, and or another designee assigned by the Executive Director, shall verify the reasonable likelihood of the applicant's successful security of legal custody in order to be placed on the waiting list.

If Housing Authority staff is unable to verify the likelihood of successful security of legal custody then that applicant nonetheless shall be allowed to be placed on the waiting list for the appropriate sized unit, with his or her original date and time of application until legal custody is secured.

The burden of proof of successful security of legal custody shall be on the applicant(s).

All applicants must sign all appropriate releases allowing the SNHA Tenant Manager, and/or another designee assigned by the Executive Director, to verify legal custody information. Failure to sign these releases by any of the applicant(s) shall be considered incomplete applications and therefore will not be processed and will be placed in an inactive file.

The SNHA reserves the right to ask for any information from the applicant that the SNHA deems necessary to complete the verification process. Any willful non-compliance on the part of the applicant shall deem the application incomplete and therefore will not be processed.

3. Verification of Family Composition

In order to determine the accuracy of data which determines the eligibility selection preference and rents/payments to be charged such data must be verified. The SNHA reserves the right to ask for any information from the applicant that the SNHA deems necessary to complete the verification process. Any willful non-compliance on the part of the applicant shall deem the application incomplete and therefore will not be processed.

a. Verifiable Family Composition Information:

- 1) Identification (Driver's License or State Identification, Passport) for all applicants over the age of 18.
- 2) Birth Certificates for all applicants.
- 3) Proof of Tribal Enrollment for all applicants, where applicable;
 - a. Seneca Nation of Indians Clerk's Office.
 - b. Enrollment card from your specific Nation, if applicable.
 - c. Bureau of Indian Affairs (BIA) Certificate of Degree of Indian Blood (CIB).
- 4) Social Security Cards for all applicants. For minor children, a written certification may be submitted instead of social security card.
- 5) Court Documents, if applicable.

C. Criminal Background Check

It is the Seneca Nation of Indians and the Seneca Nation Housing Authority's mission to provide safe and healthy neighborhoods and communities for our housing program participants, guests and visitors, and for the residents surrounding the Housing Authorities' properties.

All applicants must sign all appropriate releases allowing the SNHA Executive Director, and/or his or her designee, only, to verify criminal conviction information. Failure to sign these releases by any of the applicants shall be considered incomplete applications and therefore will not be processed.

The SNHA reserves the right to ask for any information from the applicant that the SNHA deems necessary to complete the verification process. Any willful non-compliance on the part of the applicant shall deem the application incomplete and therefore will not be processed.

1. How the SNHA obtains criminal conviction information:

- a. Applicant(s) and all household members(s) age 18 and over must sign a release of information.
- b. The National Crime Information Center, police department, and other law enforcement agencies shall, upon request, provide information to the SNHA Executive Director, and/or his or her designee, only, regarding the criminal conviction records of adult applicants.

2. How the SNHA uses criminal conviction information:

- a. The SNHA will only use the criminal conviction information for applicant screening, lease enforcement and eviction actions. This information shall be disclosed for a job related need only.
- b. This information shall not be re-disclosed, shared copied, or otherwise used for ANY purpose beyond the above noted terms, to any Seneca Nation official, member, representative, agencies, departments, or any local, county, state, tribal, or federal official, member, representative, agency or department.

3. How the criminal conviction information is kept confidential:

- a. The SNHA shall keep all criminal conviction information we receive from the official law enforcement agencies in files separate from all housing records.
- b. These criminal conviction records will be kept under lock and key and be under the custody and control of the SNHA Executive Director, and/or his designee, only.

4. Crimes that are considered for ineligible admission:

- a. Drug-related and/or Substance Abuse-related criminal conviction, including but not limited to trafficking, use and/or possession, manufacturing of illegal or controlled substances.
- b. Crimes of violence against persons or property.
- c. Crimes of a sexual nature, including but not limited to rape, sex offense, and assault.
- d. Arson.
- e. Prostitution.
- f. Harboring a fugitive.

- g. Illegal possession of firearms.
- h. Identity theft or fraud.
- i. Property theft.

5. Appeal Process for this section only:

- a. On receipt of a completed application, the Seneca Nation Housing Authority Executive Director 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.
- b. The appeal must be requested within ten (10) business days of notification of ineligibility. The appeal must be submitted in writing and addressed to the SNHA Executive Director and/or his or her designee. Failure to submit this request within ten (10) working days shall mean the applicant is considered ineligible and therefore admission to our program will not be considered.
- c. The SNHA Executive Director shall respond to this written appeal. An appeal hearing to make a final determination of eligibility shall be scheduled at Regular Meetings conducted by the Seneca Nation Housing Board of Commissioners. The applicant is given the opportunity to produce evidence, clarify information, and/or ask questions regarding eligibility.
- d. However, if the applicants can provide proof that the person or persons who have committed one of the crimes listed above (#4, a-i) will not be in the household the remainder of the applicants can be considered for eligibility. A statement to this effect must be submitted in writing to the Housing Authority.
- e. If at any time the family has been admitted to our program under the circumstances described in this section, and the Housing Authority learns of violation of these terms, this will be considered grounds for immediate termination of the agreement, lease, etc., for the entire household/family. The applicant shall be afforded an appeal process for a breach of this nature, as detailed in items (b) and (c) in this section.

D. Credit History

All Elder's Program applicants over the age of 18 must sign all appropriate releases allowing the SNHA staff to verify credit history. Failure to sign this release by any of the applicants shall be considered incomplete applications and therefore will not be processed.

The SNHA reserves the right to ask for any information from the applicant that the SNHA deems necessary to complete the verification process. Any willful non-compliance on the part of the applicant shall deem the application incomplete and therefore will not be processed.

1. Acceptable Credit Reports

a. From one of the following sources:

- (1) Transunion
- (2) Experian
- (3) Equifax
- (4) Annual Credit Report.com

b. Time-Frame:

- (1) Within the last thirty (30) days of submission of application.

2. Other Credit Information

- a. Example: SNIDEC, SNI Mortgage Program, etc.

3. How the SNHA uses credit report information:

- a. We will examine the applicants' ability to manage their income and debt. We want participants in or program who display the ability to pay the Housing Authority and all debtors in a financially sound manner.
- b. The SNHA will only use the credit report information for applicant screening only. Therefore, this is a one-time review of applicants' credit history. This information shall not be re-disclosed, shared, copied, or otherwise used for ANY purpose beyond the above noted terms, to any Seneca Nation official, member, representative, agencies, departments, or any local, county, state, tribal, or federal official, member, representative, agency, or department.

4. How the SNHA keeps credit history information confidential:

- a. The SNHA shall keep all credit history information we receive from the credit agencies in files separate from all housing records.
- b. These credit report records will be kept under lock and key and be under the custody and control of the SNHA Executive Director, and/or his or her designee, only.

5. Credit Report Findings that are considered ineligible for admission:

- a. Bankruptcy, voluntary or involuntary
- b. Collections Accounts
- c. Repossession
- d. Debt to Income Ratio (38%)

6. Appeal Process for this section only:

- a. On receipt of a completed application, the Seneca Nation 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.
- b. The appeal must be requested within ten (10) business days of notification of ineligibility. The appeal must be submitted in writing and addressed to the SNHA Executive Director and/or his designee. Failure to submit this request within ten (10) working days shall mean the applicant is considered ineligible and therefore admission to our program will not be considered.
- c. An appeal hearing to make a final determination of eligibility shall be scheduled at a suitable time of both parties. The applicant is given the opportunity to produce evidence, clarify information, and/or ask questions regarding eligibility.
- d. After this meeting, if the SNHA Executive Director again determines the applicant(s) to be unsuitable for eligibility or admission the application shall be placed in the ineligible records for a period of a minimum of six (6) months. It will be the applicant's responsibility to contact the SNHA to resubmit and update the application.

E. Ownership of Property/Clear Title

The Seneca Nation Housing Authority wants to provide housing for eligible applicants who are in need of safe, sanitary, and appropriate-sized housing.

All Elders Program Applicants over the age of 18 must sign all appropriate releases allowing the SNHA staff to verify ownership on a previous home. Failure to sign these releases by any of the applicants shall be considered incomplete applications and therefore will not be processed.

The SNHA reserves the right to ask for any information from the applicant that the SNHA deems necessary to complete the verification process. Any willful non-compliance on the part of the applicant shall deem the application incomplete and therefore will not be processed.

1. How the SNHA uses dwelling ownership information:

- a. Determination of whether the applicant(s) does or does not own safe, sanitary, and appropriate-sized housing. We want participants in or program who display the need for safe, sanitary, low-income housing.

- b. In the case of the applicant who owns property but they believe it to be unsafe, unsanitary or overcrowded the SNHA will send our Housing Inspector, or other designated SNHA official, to determine the current housing conditions.
- c. The SNHA will only use the property ownership information for applicant screening only. Therefore, this is a one-time review of applicant's property ownership history, unless new previously disclosed information is provided that affects eligibility, admission or continued occupancy. This information shall not be re-disclosed, shared, copied, or otherwise used for ANY purpose beyond noted terms, to any Seneca Nation official, member, representative, agencies, departments, or any local, county, state, tribal, or federal official, member, representative, agency or department.

2. Property Ownership Findings that are considered ineligible for admission:

- a. Applicant(s) found to own residential property.
- b. Applicant(s) found to own residential property, after the SNHA Housing Inspector, and/or the designated SNHA official, determines the property to be safe, sanitary or appropriately-sized.

3. Appeal Process for this section only:

- a. On receipt of a completed application, the Seneca Nation 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.
- b. The appeal must be requested within ten (10) business days of notification of ineligibility. The appeal must be submitted in writing and addressed to the SNHA Executive Director and/or his or her designee. Failure to submit this request within ten (10) working days shall deem the applicant is considered ineligible and therefore admission to our program will not be considered.
- c. An appeal hearing to make a final determination of eligibility shall be scheduled at a suitable time of both parties. The applicant is given the opportunity to produce evidence, clarify information, and/or ask questions regarding eligibility.

(1) Examples of evidence include but not limited to:

- a. Transfer of Deed
- b. Bill of Sale
- c. Condemnation

- d. After this meeting, if the SNHA Executive Director again determines the applicant(s) to be unsuitable for eligibility or admission, the application shall be placed in the ineligible records for a period of a minimum of six (6) months. It will be the applicant's responsibility to contact the SNHA to resubmit and update the application.

F. Previous Debts Owed to the SNHA and/or Seneca Nation Programs

The Seneca Nation Housing Authority wants to balance providing low-income housing to eligible applicants with operating under the sound business practice. To this effect we must screen all applicants for monies owed to the Seneca Nation Housing Authority, including but not limited to rent, house payments, rehabilitation, renovation, etc.

All Elder's program applicants over the age of 18 must provide the name(s), date(s) and address (es) of the applicants(s) who have previously participated in any of the Seneca Nation Housing programs.

The SNHA reserves the right to ask for any information from the applicant that the SNHA deems necessary to complete the verification process. Any willful non-compliance on the part of the applicant shall deem the application incomplete and therefore will not be processed.

1. Applicants that are considered ineligible for admission:

- a. It is found money is owed to the Seneca Nation Housing Authority and/or any Seneca Nation Program.

2. Applicants to be re-considered to be eligible for admission:

- a. Money that is owed to the SNHA or Seneca Nation must be paid in full before consideration will be granted for eligibility to our program. Written documentation must be submitted verifying debts(s) are paid in full.

G. Landlord References (If Applicable)

The Seneca Nation Housing Authority want to provide low-income housing for applicants who display the ability and personal character, habits and practices, of maintaining a home that is safe, sanitary, and of an appropriate size.

All applicants over the age of 18 must sign all appropriate releases allowing the SNHA staff to communicate with the current or most previous landlord for the past three (3) ears. Failure to sign these releases by any of the applicants shall be considered incomplete applications and therefore will not be processed.

The SNHA reserves the right to ask for any information from the applicant that the SNHA deems necessary to complete the verification process. Any willful non-compliance on the part of the applicant shall deem the application incomplete and therefore will not be processed.

1. How the SNHA obtains previous landlord information:

- a. Applicant(s) sign a release of information
- b. The SNHA Tenant Managers will send written communications(s) to the current or previous landlord.

2. How the SNHA uses previous landlord information:

- a. The SNHA will only use the previous landlord information for applicant screening only. Therefore, this is a one-time review of applicant's landlord history.
- b. This information shall not be re-disclosed, shared, copied, or otherwise used for ANY purpose beyond the above noted terms, to any Seneca Nation official, member, representative, agencies, departments, or any local county, state, tribal, or federal official, member, representative, agency, or department.

3. Previous Landlord Findings that are considered ineligible for admission:

- a. Money is owed to the current or previous landlord.
- b. Property damage.
- c. Housekeeping was unacceptable.
- d. Inappropriate functions at or in the property.
- e. Unauthorized person(s) residing in the home.

4. If applicant is found ineligible for admission:

- a. The application shall be placed in the ineligible records for a period of a minimum of six (6) months. It will be the applicant's responsibility to contact the SNHA to resubmit and/or update the application.

5. Process for this section only:

- a. On receipt of a completed application, the Seneca Nation 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.

- b. The appeal must be requested within then (10) business days of notification of ineligibility. The appeal must be submitted in writing and addressed to the SNHA Executive Director and/or his or her designee. Failure to submit this request within ten (10) working days will shall deem the applicant is considered ineligible and therefore admission to our program will not be considered.
- c. An appeal hearing to make a final determination of eligibility shall be scheduled at a suitable time of both parties. The applicant is given the opportunity to produce evidence, clarify information, and/or ask questions regarding eligibility.

(1) Examples of evidence include but are not limited to:

- a. Written communication between applicant and landlord.
- b. Pictures or video
- c. Court paperwork
- d. After this meeting, if the SNHA Executive Director again determines the applicant(s) to be unsuitable for eligibility or admission the application shall be placed in the ineligible records for a period of a minimum of six (6) months. It will be the applicant's responsibility to contact the SNHA to resubmit and update the application.

H. Independent Living Capability

The Seneca Nation Housing Authority Elderly Program facilities are for those individuals who are able to live independently. For this program we consider the age of 60 and above to be elders.

All applicants over the age of 60 must sign all appropriate releases allowing the SNHA staff to communicate with the current licensed health care provider. Failure to sign these releases by any of the applicants shall be considered incomplete applications and therefore will not be processed. The SNHA reserves the right to ask for any information from the applicant that the SNHA deems necessary to complete the verification process. Any willful non-compliance on the part of the applicant shall deem the application incomplete and therefore will not be processed.

1. How the SNHA obtains independent living information:

- a. Applicant(s) sign a release of information.
- b. The SNHA Tenant Managers will send written communication(s) to the current licensed health care provider.

2. How the SNHA uses independent living information:

- a. The SNHA will use the independent living information for applicant screening, lease enforcement, and eviction actions.
- b. To determine eligibility in any SNHA program.
- c. To maintain independent living status for the well-being of the SNHA properties, and fellow residents.

3. Independent Living Findings that are considered ineligible for admission.

- a. The licensed health care provider determines applicant(s) cannot live independently.

4. If applicant is found ineligible for admission.

- a. The application shall be placed in the ineligible records for a period of a minimum of six (6) months. It will be the applicant's responsibility to contact the SNHA to resubmit and/or update the application.

I. Current Living Conditions

The Seneca Nation Housing Authority wants to provide housing for those who are in need of safe, sanitary home conditions. We seek to reduce the quantity and severity of substandard, dilapidated homes and households.

The Seneca Nation Housing Authority staff shall inspect the current residence of the applicant, if reasonable. The staff shall document this using the same **Inspection Forms** used for our current residents. The documentation shall be considered a permanent part of the application folder. If the applicant moves during the verification process or while on the waiting list a new inspection must be completed and stored permanently in the application folder.

1. How the SNHA obtains current living conditions information:

- a. The Seneca Nation Housing Authority staff shall inspect the current residence of the applicant, if reasonable. The staff reserves the right to photograph the residence, with the photos to a permanent part of the applicant's file.

2. How the SNHA uses current living conditions information:

- a. The SNHA will use current living conditions information for applicant screening. Instances of lease enforcement and eviction actions will be covered under the Occupancy section of this policy.
- b. To determine eligibility in any SNHA program.

3. Substandard, dilapidated housing that is considered a priority for admission:

a. A housing unit is substandard if it:

- 1) Is dilapidated.
- 2) Does not have operable indoor plumbing.
- 3) Does not have a usable flush toilet inside the unit for exclusive use of an individual/family.
- 4) Does not have a useable bathtub or shower inside the unit for the exclusive use of an individual/family.
- 5) Does not have electricity or has inadequate or unsafe electrical service.
- 6) Does not have a safe or adequate source of heat.
- 7) Should, but does not have a working kitchen.
- 8) Has been declared unfit for habitation by an agency or unit government (Tribal, State, or Federal).

- b. For purposes of dilapidated** – A housing unit is dilapidated if it does not provide safe and adequate shelter, and in its present condition endangers the health, safety, or wellbeing of a family, or it has one or more critical defects, or a combination of intermediate defects, or a combination of intermediate defects in sufficient number or extent to require considerable repair or rebuilding. The defects in sufficient number or extent to require considerable repair or rebuilding. The defects may involve original construction, or they may result from continued neglect or lack of repair or from serious damage to the structure.

IV. BASIS FOR INELIGIBILITY

The reasons for determination of ineligibility are based on Seneca Nation Housing Authority policies and other applicable program concerns or regulations. Although an applicant may meet the basic criteria for eligibility, any one of a number of reasons can form the basis of a determination of ineligibility.

Families who have applied for housing or who have applied to add an additional occupant, and who, for any reason, have been determined to be ineligible will be notified by staff in writing, stating the reasons for their ineligibility. The family would then be entitled to a hearing through the means adopted for administrative remedies.

All information relative to the rejection of an applicant family must be documented and placed in the applicant family's file for future reference.

- A. The following does not represent an exhaustive list of reasons an applicant may be denied for final selection as a tenant; however, it is illustrative of many common reasons for a determination of ineligibility.**

1. The applicant family does not meet the income requirements.
2. Criminal Background Check concern of failure.
3. Credit History concern.
4. Failure to repay previous debts owed to the Seneca Nation Housing Authority, any other Indian Housing program or any HUD program.
5. Landlord References provide negative feedback.
6. Documented inability to turn on or maintain proper utility coverage.
7. Inability to maintain Independent Living Status.
8. Fraud in connection with any HUD program, or failure to disclose previously committed fraud in connection with any HUD program.
9. Applicant/Applicant family appears on HUD's List of Suspension, Debarments, and Limited Denial of Participation.
10. Non-cooperative/refusal/failure to complete required forms or to supply requested information.
11. Lack of documented, verifiable information.
12. Threats of violence, intimidation or harassment of Seneca Nation Housing Authority staff or Board of Commissioners.
13. Family composition is not compatible with the occupancy standards applicable to the vacant unit.
14. The applicant/applicant family has a record of unsatisfactory performance in meeting past financial obligations.
15. Seneca Nation Housing Authority records indicate there is an outstanding debt.
16. Applicant/applicant family has a record of destruction of property, acts which would imperil the health, safety or peaceful occupancy of neighbors, and/or disregard for the rights of others and the rules of occupancy.
17. Applicant/applicant family has a record of any illegal activity which would impair the physical or social environment of the surrounding

neighbors, including but not limited to trafficking in drugs, use and/or possession of drugs, manufacturing of drugs, prostitution, sex offense, possession of explosives, illegal possession of firearms, crimes of violence against persons or property, harboring a fugitive, theft of property or personal identification, or arson.

18. Applicant/applicant family has a documented history of unsanitary or poor housekeeping habits.
19. Applicant/applicant family has knowingly provided false information on the application or another application on file with the Seneca Nation Housing Authority.
20. A third party provides false information regarding applicant/applicant family.
21. Applicant/applicant family as a documented history of lease violations.
22. Seneca Nation Housing Authority participants who were evicted for non-payment of any financial obligations to the Seneca Nation Housing Authority will be denied participation in the Seneca Nation Housing Authority housing assistance programs for at least one (1) year from the date on which all Seneca Nation Housing Authority debt has been satisfied in full and all references are positive. This applies to those who do not have a history of such behaviors listed in Item #17.

- B. **Consideration of Derogatory Findings:** One minor derogatory finding will not be used as a basis for denial of eligibility or participation. However, a combination of derogatory findings may be used as a basis for denial. Seneca Nation Housing Authority staff will determine and consider derogatory findings with written notice provided to the applicant. A written appeal is to be made to the Seneca Nation Housing Authority Executive Director as appropriate, per the dates defined in Section III (Itemization of Eligibility Requirements).

V. WAITING LIST

It is the goal of the Seneca Nation Housing Authority to provide decent, safe and sanitary housing for all enrolled members. In accordance with this goal, housing assistance opportunities will be made available in accordance with Seneca Nation Housing Authority established preferences. The waiting lists will be organized based on the established preferences.

The waiting lists for each bedroom size shall be maintained by the Seneca Nation Housing Authority Tenant Manager or other designee authorized by the Executive Director.

A. Preferences:

1. Preferences are established to ensure that the benefits accrue to the enrolled members of the Seneca Nation of Indians.
 - a. ALL SENECA NATION FAMILY means the head or heads of household and at least one child is enrolled members of the Seneca Nation of Indians.
 - b. NATIVE FAMILY means at least one of the heads of household is an enrolled member of a federally recognized tribe.
 - c. DESCENDANT SENECA NATION FAMILY means at least one of the heads of household is a descendant of a parent, who is an enrolled member of the Seneca Nation of Indians.
 - d. Current living conditions of substandard, dilapidated housing.
 2. A family admitted based on the qualifying head of household(s) cannot change the qualifying head of household later to continue occupancy.
- B. **Priorities:** The Seneca Nation Housing Authority reserves the right to establish priorities within programs.
1. Single enrolled Seneca Nation of Indians members is considered a family, but may have lower priority over a family of two or more.
- C. **Waiting List Organization:** The Seneca Nation Housing Authority requires that Waiting Lists are established and maintained for each type of housing assistance program. Preliminary selection of applicants who meet all eligibility requirements will be based on preferences established by the Board of Commissioners.
- D. **Placement on the Waiting List Does Not Guarantee Selection.** It indicates that at the time of verification and certification of eligibility, the applicant is eligible for the program and is to be considered for selection. Applicants who are determined ineligible will be placed in the ineligible file and after three (3) months they must re-submit a new application.
- E. **Maintaining Waiting Lists:** The following is required to properly maintain the waiting list, using the Head of Household Information:
1. **Minimum Information:**
 - a. Record Number
 - b. Name and address
 - c. Community preference
 - d. Family size

- e. Adjusted Gross Income
- f. Date/time of receiving completed application
- g. Tribal affiliation/non-Indian
- h. Notification to update
- i. Recertification of application (date)
- j. Disability Status

2. Optional information:

- a. Source of income
- b. Place of employment
- c. Length of employment
- d. Federal Income Tax Return
- e. Previous federal housing assistance
- f. Financing capability
- g. Veteran

- 3. **The Waiting Lists will be updated** by the Tenant Manager to the greatest extent feasible on a bimonthly basis; however, a minimum of a monthly update is required.
- 4. **Waiting List applicants must update their application on a yearly basis** or they will automatically be removed from the waiting list and placed in the inactive file.
- 5. **Applicants on the waiting list will be notified** in writing by the Tenant Manager, to the greatest extent feasible, one year after the date, and yearly thereafter, of the initial application to update their application within a specified time period. Any efforts to notify the applicant must be noted on the Waiting List by date.
- 6. **Yearly updates by applicants will be noted** on the Waiting List by date of completed updated application.
- 7. **The Waiting List shall be maintained** by the Seneca Nation Housing Authority Tenant Manager or other designee authorized by the Executive Director and is considered private information for authorized SNHA staff us only.

- F. **Reporting Requirements:** A summary of the waiting list numbers will be provided to the Executive Director on a monthly basis, who shall in turn provide it to the Board of Commissioners on a monthly basis.

G. Applicant Files

1. **Filing Requirement:** All applicants are filed as Active or Inactive
2. **File Management:** When an applicant is placed on the Waiting List, the application and all the supporting documentation is maintained in the Active File. All applicant files are organized alphabetically.
3. **Inactive File:** Applicants who are determined to be ineligible for whatever reason are placed in the Inactive File, organized alphabetically by fiscal year. Inactive files will be set up in a database indicating name, address, bedroom size, income and date.
4. **File Retention:** All Inactive Files are retained for a minimum of 3 years. All active files are retained for five years after move-out.
5. **Inactive File Placement:** Waiting List applicants will be placed on the inactive waiting list when staff has made a determination of ineligibility.
6. **Confidentiality:** Information contained in Seneca Nation Housing Authority files is confidential. Only those with a need to know have the right to access or review the contents of applicant or participant files.
 - a. **Staff is prohibited** from discussing the contents of an applicant's or participant's file with anyone other than Seneca Nation Housing Authority staff. This shall be considered grounds for termination if an adverse event is to occur.
 - i. Exceptions to this are if there is a lease violation or eviction.
 - ii. Staff shall not be prohibited from conducting day to day work.
 - b. **Tribal official** must have a court order to access applicant or occupant information unless the applicant or occupant has signed consent to release the information to the requesting party.
 - c. **File information** shall not be re-disclosed, shared, copied, or otherwise used for ANY purpose beyond the above noted terms, to any Seneca Nation official, member, representative, agencies, departments, or any local, county, state, tribal, or federal official, member, representative, agency or department.

SECTION 3: ADMISSIONS AND OCCUPANCY

I. PURPOSE:

This section is to determine admissions to participate in the Seneca Nation Housing Authority programs. Applicants must meet all of the requirements in Section 2 (Eligibility) to be eligible for admission.

This policy is also to provide for consistent, equitable, and uniform treatment of housing customers. To do so, the families or individuals must, at a minimum, adhere to the application process, provide information as requested, be aware that all information is verified, meet HUD and Seneca Nation Housing Authority criteria, and upon selection continue to meet program requirements.

Once an applicant or applicant family has been admitted this section shall apply for the duration of their residency while in our program. This policy is also a basis for decision making for the Seneca Nation Housing Authority; and is a training manual for staff.

II. APPLICABILITY OF POLICY:

This policy is applicable to all program participants, present and future, including but not limited to applicants, residents, guests and visitors.

III. SELECTION

Upon availability of a Seneca Nation Housing Authority unit, the Seneca Nation Housing Authority staff will select from, in this order of preference:

- A. **In-House transfers.** Staff will maintain a monthly list to select from using resident re-examinations of Income and Family Composition.
- B.
 - 1. **Transfer** will take place according to the community housing needs with appropriately sized households being placed in the appropriately sized home.
 - 2. **The notice of transfer** will contain a “must transfer by” date.
 - a. Tenants may submit a written request for a different “must transfer by” date, but this date shall not be longer than an additional fifteen (15) days from the original “must transfer by” date.
 - b. For this section only, extensions will be granted on a case by case basis therefore an extension is not guaranteed.
 - c. In the event of an unforeseen circumstance the Executive Director may grant one (1) more extension, on a case by case basis.

3. **In-House transfers** are unlimited in such that they shall occur when necessary but not so frequent that it may be burdensome to the resident(s).
4. **In-House transfers** also do not count against a requested transfer.
5. **In-House transfers** are required to move to the appropriately sized house.
6. **If the tenant refuses** an In-House transfer the SNHA staff will initiate a notice to vacate.
7. **There is not a fee associated with an In-House transfer**, except for rent and/or post move-out charges, should there be any.
8. **The SNHA staff** does not assist in move-in or move-out of any tenant.
9. **The tenant** accepts all liability and responsibility associated with a transfer, including but not limited to:
 - a. Complete cleaning of unit moving from (disposal of trash and rubbish, interior and exterior).
 - b. Full responsibility for payment of tenant damages, if any, at unit moving from.
 - c. Complete cooperation in conducting pre-occupancy inspection of unit transferring to, as well as post-occupancy inspection of unit transferring to, as well as post-occupancy inspection of unit moving from.
 - d. Making arrangements with a person or persons to move personal belongings, haul trash and rubbish away, etc.
10. **The tenant** must have zero balance.
11. **The tenant** must have made full payment of their security deposit for the unit they currently reside in.
12. **The tenant** must have lived in their unit for at least one (1) year.
13. **The tenant** must have no evidence of tenant damage (abuse) in the current unit.

C. Requested Transfers by current program participants, approved at a Board of Commissioners meeting with quorum present.

1. **Requested Transfers** are allowed one requested transfer per resident's program participation.
2. **The Tenant Manager** shall submit his/her recommendation to the Board of Commissioners when considering Requested Transfers.
3. **Elder Program residents** are exempt from the one hundred-dollar (\$100) transfer fee associated with a Requested Transfer, in addition to rent and/or post move-out charges, should there be any.
4. **The SNHA staff** does not assist in move-in or move-out of any tenant.
5. **The tenant** accepts all liability and responsibility associated with a transfer, including but not limited to:
 - a. Complete cleaning of unit moving from (disposal of trash and rubbish, interior and exterior).
 - b. Full responsibility for payment of tenant damages, if any, at unit moving from.
 - c. Complete cooperation in conducting pre-occupancy inspection of unit transferring to, as well as post-occupancy inspection of unit moving from.
 - d. Making arrangements with a person or persons to move personal belongings, haul trash and rubbish away, etc.
6. **The tenant** must have a zero balance.
7. **The tenant** must have made full payment of their security deposit for the unit they currently reside in.
8. **The tenant** must have lived in their unit for at least one (1) year.
9. **The tenant** must have no evidence of tenant damage (abuse) in the current unit.

D. **Waiting List Applicants.** Seneca Nation Housing Authority staff will select the top candidate for admission of appropriate bedroom-sized waiting list, using the criteria established in Section 2 (Eligibility) and the date of completed application as the factors for consideration for move-in. Generally, the following procedures will apply:

1. **The SNHA Tenant Manager** will send a written tentative invitation for move-in to the applicant's last known address from the appropriate bedroom-sized waiting list, with a deadline date for response affixed.
2. **Applicant must** submit written notice of interest by deadline date.

- i. If a written notice of interest is not received by the deadline date this shall halt the selection process and the Tenant Manager shall re-start the process with the next applicant from the appropriate waiting list.
 - ii. If the applicant is unable to accept the tentative invitation for move-in because of their current housing condition they must state that in written form by the deadline date, with an expected date of availability to enter the Seneca Nation Housing Authority program. This reason alone shall allow the applicant to retain their spot on our waiting list. All other reasons shall cause the applicant to be placed at the bottom of the waiting list.
3. **Upon receipt** of the applicant's written notice of interest the Tenant Manager and the applicant shall meet to verify and/or update eligibility.
4. **The Tenant Manager** shall verify any and all pertinent third-party information.
5. **The Tenant Manager** shall determine program admission eligibility.
6. **After determining** all criteria for selection have been satisfied, the Tenant Manager will make a formal offer of admission into the SNHA program to the applicant.
7. **All dates and requirements** for move-in are in the Move-In Section of this policy.
8. **If there is failure at any of these steps**, the process shall be re-started with the next candidate until an appropriate candidate is formally offered admission to the Seneca Nation Housing Authority program.

IV. PROGRAM RENT & OTHER PAYMENTS

This section describes the residency payments required and, if applicable, any additional required payments.

- A. **Certification & Recertification:** During the residency of the program, the Tenant Manager will verify and certify a selected family's composition, income and earnings prior to initial occupancy and at least annually for continued eligibility and occupancy.

- B. **The purpose of recertification** is to establish and verify the tenant's payment is reasonable relative to the household adjusted income and to verify the tenant is in the properly-sized unit.

Frequency:

1. **All tenants** must complete an annual recertification or whenever a change in income of ten (10) percent per month occurs or if a change in family composition occurs.
2. **Recertification** is to occur until voluntary or involuntary discharge from the program.
3. **Also, at the time of recertification the Tenant Manager** will determine if the family is in the appropriate program and may recommend or require a transfer between programs, upon availability.
4. **If a family's income has decreased**, and it appears that this change will be long term, the family may be permitted to pay the minimum rent established by the SNHA pursuant to all applicable SNHA policies and regulations. This rate is set at one hundred dollars (\$100.00), which is also known as the administrative fee.
5. **Any tenant who reports a change in family circumstances** (such as a decrease in income) shall be given to interim adjusted payment if appropriate.
6. **The tenant must furnish to the SNHA, once each year or more often as requested by the SNHA**, accurate documentation as required by the SNHA concerning income, employment, assets, and family composition for use by SNHA to determine whether the tenant continues to be considered a low-income resident.
7. **A failure to provide accurate and complete information** within the established deadline date will result in the tenant being charged the fair market rent, as established and amended by HUD. Failure to respond to this request is grounds for termination of participation in the program.
8. **If it is found that the tenant** now or hereafter intentionally or unintentionally misrepresented to the SNHA his/her income, employment, assets, or family composition, then in that event the rent will be adjusted retroactive to the date of the prior determination and is grounds for termination of participation in the Program.
9. **In the event of any rent adjustment**, SNHA will provide a Notice of Rent Adjustment to the tenant. The change in rent will become effective on the first day of the month following the month in which the change in income occurred.

10. **The following chart** will be used in determining payment amounts for continued occupancy in the program:

PAYMENT TABLE

Bedroom Size	80% or less of Median Income Max Rate	80-100% of Median Income Max Rate	Greater than 100% of Median Income Max Rate
1	251	559	30% of income
2	347	594	
3	378	629	
4	430	664	
5	449	699	

- a. Utilities are only included for Elder's Program rental units.
 - b. The minimum payment due for Elder's Program Residents shall be set at one hundred dollars (\$100) per month, which shall be considered the administrative fee.
 - c. Ceiling Rents for Low-Income Rentals: Fair market rents for the area as published by HUD annually will be the basis for establishing ceiling rents for low-rent units. However, the SNHA reserves the right to establish ceiling rents based on cost analysis of rental receipts and operating costs.
 - d. Ceiling rents for Moderate- and above moderate-income families: Families who are moderate income or who exceed moderate-income limits will not be afforded low-income ceiling limits. Annually the SNHA will establish higher ceiling rents than those set for low-income families. HUD fair market rents and an analysis of rental receipts and receivables will be considered in determining ceiling limits.
- C. **Interim Redetermination of Family Income:** No rent adjustments are to be offered between dates of periodic reexaminations or pre-scheduled reexaminations (as set forth above), except as provided in Subparagraphs 1 and 2 below.
1. In addition to submitting such information as may be required at time of periodic re-examinations (or special reexamination) of eligibility and redetermination of family income, tenants are required to report the loss of lessee or renter through death, divorce or other continuing circumstances, or

addition of a family member. Any new additions to the household over the age of 18 must apply for occupancy and meet the requirements of the program.

2. Any Tenant who reports a significant continuing change in family circumstances (such as permanent loss of employment, death of the applicant, income increases) shall be given an interim income redetermination.
3. Interim redeterminations may be conducted as required by the SNHA.
4. Failure to report the occurrences of changes and complete the required forms within the specified deadlines will result in retroactive rent charges or other action appropriate to the violation.

D. **Late Payments:** If the required occupancy payment or other charges is not received by close of business on the 10th day of the month or by the date set by the SNHA staff for “other” charges, the SNHA staff will issue a Delinquency Notice, sent by regular mail, and a ten-dollar (\$10) or one percent (1%) fee, whichever is greater, will be added to the amount due. Efforts to collect continued delinquencies will be in accordance with the SNHA Collection and Eviction Policy, which includes, but is not limited to the following:

1. Voluntary Garnishments of tribal annuity payments for the collection of unpaid Tenant Accounts receivable. Garnishments will continue until the total outstanding balance is cleared and will only be subject to limitation by tribal ordinance.
2. Voluntary payroll deductions:
 - a. If the tenant is a Seneca Nation of Indian’s employee, by government entity, retail, gaming, etc., this shall become a mandatory payroll deduction.
3. Mandatory budget counseling;
4. Credit reporting;

E. **Application of Payments:** Payments made as rent will be applied first to any outstanding, oldest balance(s) which may include rent then to any other balances owed.

F. **Partial Payments Conditions:** The SNHA retains the right to accept partial payments after a delinquency notice or termination notice has been issued. SNHA’s acceptance of any such partial payments does not constitute a waiver of SNHA’s rights to collect account balances in full.

G. Program Specific Requirements:

1. Elder's Program Payments:

- a. Payment Calculation will be based on 30% of adjusted gross income of the household. Rent calculation will not exceed 30% of adjusted gross income unless the minimum payments (also known as the administrative fee) are enacted.
- b. Gross Annual Income will be adjusted by following deductions:
 - i. Dependents or full-time students over the age of 18: \$480 annually
 - ii. Documented child care up to \$1,200 annually
 - iii. Travel of more than 100 miles per week, not to exceed \$25.00 per week, for the household.
 - iv. Elderly deduction of \$400 annually, total, for an elderly occupant using the home as their principal residence.
 - v. Medical expense deduction, greater than 3% of gross income.

V. Recertification Process

- A. **Process:** To assure that the data upon which the determination of eligibility for continued occupancy, rent to be paid, and size of dwelling required are full, true and complete, the information submitted by each tenant is to be verified before any changes can take effect. Complete and accurate verification records are to be maintained in the tenant's file.
- B. **Release of Information:** When verifying and certifying income for eligibility, all adult family member shall provide appropriate authorizations for release of information, so staff can obtain third party verification. Each family must furnish information about the amounts and sources of all income to the household and may be required to produce tax returns, paycheck stubs and any other evidence of income. Failure to provide the authorizations are grounds for denial and/or termination of assistance or tenant payment charges based on the fair market rent.
- C. **Adjustments:** Adjustments will be made only after a thorough review of the household's anticipated income and will be made on a case-by-case basis, upon the Executive Director's review and written approval.
- D. **Verification of Data:** Verification of data is to be reviewed and evaluated as they are received for completeness, adequacy, and conclusiveness. Where the information received is not completely adequate in all respects, follow-ups or new efforts to obtain such information is to be made and carried through to conclusion. The SNHA

- has the right to ask for any information from the applicant that the SNHA deems necessary to completing the process.
- E. **Certification:** The Tenant Manager is to complete and sign an eligibility certification which is to be filed in the tenant's file.
 - F. **Action Required Following Reexamination:** Within thirty (30) days after the tenant has submitted all the information required of the tenant to comply with continued occupancy, they are to be informed concerning:
 - 1. Eligibility status and, if ineligible, the action to be taken;
 - 2. An adjustment(s) with instructions for making changes if necessary (e.g., executing a new lease or amendment if required; payment arrangements, fair market rent charge, etc.)
 - 3. Any instances of misrepresentation or non-compliance with the terms of the lease or program policy revealed through reexamination and any corrective action which is to be taken.
 - G. **Retroactive:** If the reexamination discloses that the tenant, at the time of admission or at any previous reexamination, made misrepresentations, intentional or unintentional, which have resulted in the paying of a different payment and fee than he/she should have paid, the tenant is required to pay the differences between what was paid and what should have been paid.
 - 1. If it is found at the time of reexamination or at any other time that the tenant has failed to report other changes in family circumstances and such changes would have required the tenant to pay a higher rent, the increased rent is to be made retroactive to the month following the date on which the change of circumstances occurred.
 - H. **Concerns:** In the event there are concerns regarding the information obtained, the Tenant Manager will report the concerns to the Executive Director. The executive Director will review the information and make a determination of action.
 - I. **Quality Control:** After reviewing the application data, the Tenant Manager will make a written recommendation for action and submit the file to a second Tenant Manager. The Tenant Manager will provide a second review of the file and document in the file the action to be taken. If there is no agreement regarding the action to be taken, the information will be forwarded to the Executive Director for review and action. All recommendations and actions are to be in the form of written documentation.
 - J. **Notices:** The tenant will be notified in writing when they are required to recertify.

- K. **Reporting:** A monthly report of the status of recertification's will be completed by the Tenant Managers to the Executive Director.

VI. Income

It is the policy of the SNHA to use the IRS definition of income.

- A. **Calculation of Income:** Income will be calculated in using the household income for all those residents of one (1) home over the age of 18, minus the deductions outlined in this policy.
- B. **Verification of Income:** The SNHA requires that verification that the family is income eligible based on anticipated annual adjusted income.
- C. **Income Limits:** The SNHA shall use the U.S. Median Income Limits, as revised and amended by HUD on an annual basis, unless otherwise required by other program policy or regulations. For example, the LIHTC program requires using the county median income limits. The issuance of a new HUD guidance shall immediately supersede the previous year's guidance.
- D. **The tenant's household income** may not exceed the applicable income limits and receive the same low-income benefits of those that are low-income.
- E. **Documentation:** The family is required to provide verifiable income documentation to verify income and to qualify for deductions and as requested by SNHA staff. The SNHA is required to maintain the documentation on which the determination of eligibility and income are based.

VII. Security, Damage, and Cleaning Deposit

- A. **Condition of Premises:** Participants in the SNHA Program must stipulate that they have examined the premises, including the grounds, buildings, improvements and appliances (if any), and that they are, at the time of move-in, in good order, good repair, safe, clean and enable condition, and tenant accepts the same as is and with all faults. A Move-In Inspection form will be used to determine the condition and cleanliness of the premises at the beginning of tenancy and a Move-Out Inspection form will be used at the termination (voluntary or involuntary) of tenancy.
- B. **Deposit:** Participants are required to provide a deposit of Three Hundred Dollars (\$300) or equivalent of one-month's move-in payment, whichever is greater, as a security, damage and cleaning deposit. The deposit is to be paid in full prior to move-in.
- C. **Release of said deposit** is subject to the following terms and conditions.

1. At the expiration of the term of the Dwelling Lease or other termination there is no damage to the property beyond ordinary wear and tear, no parts or household fixtures require replacement, and the property is in the same condition of cleanliness;
2. The Move-In Inspection form will be used to determine the condition and cleanliness of the premises at the beginning and termination of the tenancy;
3. There are no unpaid late charges, delinquent payments, or any other unpaid charges;
4. All keys are returned (Rental charges will continue until all keys are returned or a written, signed letter from the lessee(s) stating that the keys are lost is received at the SNHA office)
5. All debris, rubbish and discards are placed in proper disposal containers;
6. Forwarding address is left with SNHA;
7. The deposit or remainder thereof, if any, after any required cleaning and repair, will be refunded within ninety (90) days by check made payable to Head of Household signing the Dwelling Lease and/or Occupancy Agreement as the lessee, and mailed to the forwarding address.

VIII. Inspection

- A. **Purpose:** To verify that the maintenance and housekeeping of the home is consistent with, but not limited to, the standards identified in the SNHA Maintenance policy or that the tenant is in compliance with program requirements and the provisions of this policy. This included routine and non-routine maintenance.
- B. **Right of Inspection:** SNHA has the right to inspect any of its units at any time without notice. Generally, SNHA will attempt to provide reasonable prior notice to enter the premises for the purposes of inspecting the premises and all buildings and improvements thereon to verify that the tenant is in compliance with his lease/use and occupancy agreement, program requirements, and to provide counseling.

SNHA shall have the right to enter the tenant's premise without prior notice at anytime during the term of tenancy in the event of the emergency or with reasonable cause. SNHA will conduct unscheduled inspections with at least one other SNHA staff or other agent of its choosing. SNHA will promptly provide a follow-up notification to the tenant in writing of the date, time and findings of such entry and any corrective action plan required due to said inspection(s).

- C. **Frequency:** Inspections will be conducted **at least** annually to ensure that the tenant is meeting his responsibility for providing routine and non-routine maintenance.
- D. **Corrective Action:** Documented non-compliance issues, serious and/or serial, may warrant immediate termination of assistance and a notice to vacate will be issued. Any item that is found to be missing or in need of repair, whether intentional, is to be repaired or replaced at the tenant's expense. The following procedures will be followed for correcting housekeeping or tenant damage issues:
1. A letter will be sent to the tenant indicating the corrective action the resident needs to make within a set time frame or the tenant may be notified that the SNHA will make the repair and charge the tenant directly.
 2. The SNHA reinspects and verifies that repair has been made satisfactorily and no further action may be necessary. If the tenant fails to correct the issue, then the SNHA will proceed to the next step, which is the SNHA makes the repair(s) and/or corrects the issue and charges the tenant directly.
 3. A work order is issued and the SNHA proceeds to make arrangements for the repairs to be made with labor and materials charged to the resident by the SNHA
- E. **Follow-Up** on a Corrective Action: The SNHA staff may determine the tenant is in need of mandatory monitoring relative to the maintenance and upkeep of the home. Therefore, the staff will advise to the tenant in writing one of the following sets of dates for follow-up monitoring:
1. Schedule monthly inspections for at least the next three months.
 2. Upon a satisfactory determination that the tenant is meeting his/her maintenance obligations, schedule inspections every 3 months.
 3. Upon a satisfactory determination that the tenant is meeting his/her maintenance obligations, schedule inspections every 6 months.
 4. Upon a satisfactory determination that the tenant is meeting their maintenance obligations and is in compliance with the terms of the lease, schedule the next inspection for next year.
 5. Depending on the severity, the SNHA will prescribe a schedule accordingly.

6. Upon a serious finding of non-compliance, SNHA reserves the right to terminate the lease and/or agreement immediately, via written notification.
- F. **Non-Compliance:** Participant's refusal to allow SNHA to enter premises and all buildings as described in the SNHA policies is a serious violation of the SNHA Housing Programs and action to terminate program participation will be initiated by the appropriate staff.

IX. Move-In Process (Inspection Related)

- A. **Move-In Inspection:** A Move-In inspection will be conducted on the date of admission into the Program by the Tenant Manager, Housing Inspector and the tenant to verify the unit is in standard condition, is ready for occupancy, and to note any needed repairs or deficiencies. The Move-In Inspection provides the information that is used to compare to the information gathered during the Move-Out Inspection process. A comparison of both inspection forms provides the basis for determining whether or not the unit is in the same condition as it was when it was first rented.
- B. **Documentation Requirements:** A SNHA Move-In Inspection Form must be used to document the move-in process. The tenant must sign and date the Move-In Inspection Form to verify the tenant's acceptance of occupancy and the condition of the premises. The Tenant Manager must also sign the Move-In Inspection form. Minor deficiencies that are readily repairable must be noted and a work order issued to make the repairs at the SNHA expense. Any major deficiency must be corrected before occupancy can be permitted.

X. Move-Out Process (Inspection Related)

- A. **A Move-Out Inspection:** A Move-Out Inspection will be conducted within 24 hours of SNHA obtaining legal possession of the unit. The Move-Out Inspection provides the information that is used to compare to the information gathered during the Move-In Inspection process. A comparison of both inspection forms provides the basis for determining whether or not the unit is in the same condition as it was when it was first rented except for normal wear and tear.
- B. **Documentation Requirements:** A SNHA Move-Out Checklist and an Inspection Form must be used to document the move-out process. The tenant must sign and date the Move-Out Inspection Form to verify any tenant damage, document any needed routine repairs, etc. The SNHA staff must also sign the Move-Out Inspection form. Any deficiencies are noted, an estimate of all costs, and work order issued to make the repairs.
- C. **Executive Director** shall prepare and implement procedures to ensure a smooth transition from the move-out process. Below is an outline of essential procedures which may be amended by the Executive Director as needed.

1. Move out checklist prepared and distributed.
2. Work Order prepared.
3. Move out inspection completed within 24.
4. Maintenance Department changes locks.
5. Cost estimate prepared.
6. Cost estimate reviewed and approved.
7. Order appraisal if applicable.
8. Schedule.
9. Inspect and prepare punch list.
10. Conduct final inspection.
11. Complete processing and forward applicable information to appropriate departments/staff and document approvals.
12. Process for billing.

XI. Utilities

- A. **Tenant Responsibility:** The tenant is not responsible for utility coverage, except telephone, internet, and cable/satellite beyond the basic coverage.

XII. Occupancy

- A. Only the persons listed on the Dwelling Lease will be permitted to occupy the unit. The SNHA must be immediately notified if changes to the household occur. Occupancy by any persons is subject to the eligibility requirements of the relevant SNHA Program. Eligibility must be certified prior to any additional personal taking occupancy.
- B. **Exclusive Use:** The premises are intended for the exclusive use and occupancy of those on the lease/agreement. Guests or visitors of the tenant may be accommodated no longer than a period of three (3) days.
1. “Guest” shall be defined as a person in the unit with the consent of the tenant.
 2. If any visit will extend beyond three (3) days the tenant must notify the SNHA, stating the reasons for the extended visit and the duration of the visit. Based on the circumstances, the SNHA will determine if there is an occupancy change warranting an application and an interim recertification.
- C. **Occupancy Standards:** In order to prevent overcrowded conditions and wasted space, homes shall be assigned in accordance with the following schedule:

Number of Bedrooms	Number of Persons
1 BR	1-2

The SNHA reserves the right to make exceptions due to unusual circumstances which will be assessed on a case by case basis. Factors to be considered include age and sex of children, potential changes in family composition, availability of unit sizes, etc.

D. Every family member regardless of age is to be counted as a person.

E. Use of Residence.

1. The Tenant and the SNHA are jointly responsible to the Tribe and future generations for ensuring that homes are used properly and are well maintained.
2. It is the responsibility of each tenant to take pride in their residence and surrounding property by keeping it and the grounds in a decent, safe and sanitary condition at all times.
3. Instances of serious abuse or misuse of a home by a tenant, or failure by the tenant to provide basic routine or non-routine maintenance are causes for termination from the housing program. A probationary term may be applied to the tenant should the SNHA staff determine one would benefit the tenant and the program.
4. A condition for selection is that a family agree to use the residence as their principal residence.

F. Home Business Use: A tenant must request prior written approval from the Board of Commissioners to operate a small business in their unit. The request is subject to the conditions specified via Seneca Nation of Indians Tribal Ordinances and/or Resolutions.

XIII. Maintenance and Repair

A. Responsibility: General responsibilities are described according to the following:

1. Renter responsibility: The SNHA is responsible for providing maintenance for all rental units resulting from normal wear and tear. Renters are responsible for any tenant damage, including damage resulting from failure to report maintenance problems or from poor housekeeping practices.

B. Notification: Tenants shall notify the SNHA promptly of all known need for repairs and of any known unsafe conditions on the premises or grounds, which may either lead to damage or injury. The SNHA staff can assist the tenant through

inspection and counseling. Any non-covered repairs made by the SNHA are to be charged directly to the tenant as a reimbursement to the SNHA.

- C. **Work Order:** Any work performed by the SNHA shall be documented by a work order or equivalent process stating the nature of and the charge, if any, for the work.
- D. **Charges:** The tenant will be charged for any non-covered work performed by the SNHA.
- E. **All maintenance** related items in this section will be expected to be adhered to, in conjunction with the SNHA Maintenance Policy.

XIV. Housekeeping Standards

In an effort to improve the livability and conditions of the units owned and managed by the SNHA, uniform standards for resident housekeeping have been developed for all resident families.

- A. **SNHA Responsibility:** The standards that follow will be applied fairly and uniformly to all tenants. The SNHA will inspect each unit at least annually, to determine compliance with the standards. Upon completion of an inspection, the SNHA will notify the tenant in writing if he/she fails to comply with standards. The SNHA will advise the tenant of the specific correction(s) that the tenant will be required to perform to establish compliance, and indicate whether or not mandatory counseling is required. Within a reasonable period of time, the SNHA will schedule a second inspection. Failure to comply with (3) three requests for unit inspection within 30 days will constitute a violation of the Policy terms and is grounds for termination of the lease and may result in eviction. Training will be available at no cost to the tenant requesting or needing assistance in complying with Housekeeping Standards.
- B. **Participant Responsibility:** The tenant is required to abide by the standards set forth below. Failure to abide by the Housekeeping Standards is a violation that can result in eviction when it is chronic or results in any of the following:
 - 1. The creation or maintenance of a threat to health or safety.
 - 2. The potential for damage to the premises is a violation of the Use & Occupancy Agreement terms and can result in eviction.
- C. **Housekeeping standards: Inside the Unit**
 - General**
 - ☐ Walls should be clean, free of, at a minimum, dirt, grease, holes, cobwebs, fingerprints or graffiti.
 - ☐ Floors should be clean, clear, dry and free of hazards

- ☐ Ceiling should be clean and free of cobwebs
- ☐ Windows should be clean and not be nailed shut with shades or blinds intact.
- ☐ Woodwork should be clean, free of dust, gouges, or scratches.
- ☐ Doors should be clean, free of grease and fingerprints, with functional locks.
- ☐ Heating units should be dusted and access uncluttered.
- ☐ Trash shall be disposed of properly and not left in the unit.
- ☐ Entire unit should be free of rodent or insect infestation.

Kitchen

- ☐ Stove should be clean and free of food and grease.
- ☐ Refrigerator should be clean. Freezer door should close properly and gaskets should be clean.
- ☐ Cabinets should be clean and neat. Cabinet surfaces and counter tops should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs.
- ☐ Exhaust fan filters should be free of grease and dust.
- ☐ Sink should be clean, free of grease and garbage. Dirty dishes should be washed and not stored in the sink.
- ☐ Food storage areas should be neat and clean without spilled food.
- ☐ Trash/garbage should be stored in a covered container until removed to the disposal area.

Bathroom

- ☐ Toilet and tank should be clean and odor free. Condensation should be wiped regularly.
- ☐ Tub and shower should be clean and free of mold and mildew. Where applicable, shower curtains should be in place, and of adequate length to prevent spillage.
- ☐ Sink should be clean.
- ☐ Vanities should be kept clean and free of water leakage.
- ☐ Exhaust fan should be free of dust.
- ☐ Floor should be clean and dry.

Storage Areas

- ☐ Linen closet should be clean.
- ☐ Other closets should be clean.
- ☐ No highly flammable materials should be stored in the unit.
- ☐ Other storage areas should be clean and free of hazards.

D. Housekeeping Standards. Outside the Unit

- ☐ Yards are to be free of debris, trash, and inoperable vehicle and vehicle parts.
- ☐ Exterior walls should be free of graffiti.

- Porches (front and rear) should be clean and free of hazards. No items are to be stored on the porch. Outdoor porch furnishings shall not impede access to the unit.
- Steps (front and rear) should be clean and free of hazards.
- Sidewalks should be clean and free of hazards.
- Storm doors should be clean, with glass or screens intact.
- Hallways should be clean and free of hazards.
- Yards are to be maintained at the tenant's expense.
- Laundry areas should be clean and neat. Lint should be removed from dryers after use.
- Utility room should be free of debris, motor vehicle parts, and flammable materials.
- Garbage cans, gardening tools, equipment, bicycles and other personal belongings must be stored in the Resident's carport, garage, or storage shed.
- Furniture left outside a home shall be limited to outdoor or patio furniture. No household appliance or upholstered furniture can be placed outside of the home. Storage of any type beneath to home, including any material of an illegal or explosive nature is prohibited.
- Dead animal or dead animal parts are not to be stored inside or outside the premises.

XV. Residential Rules and Restrictions

a. Parking Vehicles

1. No vehicle or equipment over 10,000 pounds gross vehicle weight is allowed to be parked on the street (or lawn, ever) other than for service to the Resident. Inoperable vehicles or vehicle parts may not be stored or left on driveway's home site, or anywhere in the SNHA subdivision.
2. Inoperable vehicles will be impounded or towed after issuance of a 14-day written notice. The expense of such removal shall be assessed against the Resident. Resident parking is restricted to the Resident's driveway, carport or garage.
3. Vehicles may not be parked on the street or parked in such a way as to extend into the street. Vehicles may not be parked in yards or on the lawns of common areas. Guests may park their vehicles in a Resident's driveway, carport, or garage or other designated parking areas when visiting a Resident but must ensure that they are parked in a location so as not to block any neighbor's access, or restrict traffic flow within the subdivision.
4. Three wheelers, all-terrain vehicles, dirt bikes or the like are not allowed to operate in the Elder's Facility area.

5. There is not any assigned parking for any resident.
6. Failure to comply with these requirements may result in the tenant being issued a notice to vacate.

b. Pets

1. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any resident site.
2. One (1) Common household pets require the written consent of the SNHA and a nonrefundable pet deposit in an amount determined by the SNHA. The SNHA may remove (or request that animal control officials remove) any pet, which in the sole discretion of the Housing Authority, endangers safety or health, makes objectionable noise, constitutes a nuisance or inconvenience to the other Residents, or is neglected.
3. No pets shall be kept, bred or maintained for any commercial purpose.
4. Dogs that are household pets shall at all times whenever they are outside a residence be on a leash or otherwise confined in an acceptable manner. All pets shall be registered, licensed and inoculated as required by law.
5. The tenant accepts all liability and responsibility associated with the pet.
6. Failure to comply with these requirements may result in the tenant being issued a notice to vacate.

c. Landscaping

1. The installation of fencing is subject to approval by the SNHA. A request with sufficient information must be made to the SNHA before a decision can be made by the SNHA. Fencing is not permitted between the street and front of the home if it blocks visibility for auto traffic. All homes will be fenced in a similar design upon SNHA approval.
2. Barbed wire, electrical fencing or any type that could be hazardous is prohibited.
3. The SNHA is responsible for landscaping of common areas.
4. Failure to comply with these requirements may result in the tenant being issued a notice to vacate.

d. Utilities

1. Elder's Facility residents will have utilities included in their monthly rental payment.
2. Garbage, water and sewer will be provided to the Resident.
3. Each Resident is required to provide their garbage cans. These cans are to be in a form acceptable to the local trash collection agency. If the Resident must remove trash on a regular basis, those arrangements may be made to have the trash picked up by the Building Superintendent.
4. Each Resident shall be responsible for ensuring that there are no obstructions to access to any water meter, water shut off valve, sewer clean-out, electrical/telephone/cable TV pedestal which may be located on the leased premises.
5. Failure to comply with these requirements may result in the tenant being issued a notice to vacate.

XVI. Alterations and Improvements

- A. The tenant shall make no alterations to the buildings on the premises, or construct any building or make other improvements on the premises, including painting of the interior or exterior, without the prior, express and written consent of the SNHA, either by the staff or Board of Commissioners.
- B. All approved alterations, changes, and improvements built, constructed or placed on the premises by the tenant, with the exception of fixtures removable without damage to the premises, and removable personal property, shall, unless otherwise provided by written agreement between SNHA and the tenant, be the property of the SNHA and remain on the premises at the expiration or earlier termination of the program agreement.
- C. The tenant accepts all responsibility and liability for approved alterations, changes and improvements built, constructed or placed on the premises by the tenant.
- D. All costs and insurance coverage associated with approved alterations, changes and improvements built, constructed or placed on the premises by the tenant are solely the tenant's responsibility.

XVII. Assignment and Subletting

Subletting and assignment of the rental unit is not permitted.

XVIII. Eviction

The SNHA aims to provide a safe, sanitary, healthy home for all residents. In the event that a resident or guest or visitor violates these goals, by criminal or negligent behavior, the SNHA reserves the right to terminate the lease and/or evict.

1. Crimes that are considered for termination and/or eviction, include but are not limited to:
 - a. Drug-related and/or Substance Abuse-related criminal charges, activity, and/or conviction, including but not limited to trafficking, use and/or possession, manufacturing of illegal or controlled substances.
 - b. Crimes of violence against persons or property.
 - c. Crimes of sexual nature, including but not limited to rape, sex offense, and assault.
 - d. Arson.
 - e. Prostitution.
 - f. Harboring a fugitive.
 - g. Illegal possession of firearms.
 - h. Identity theft or fraud.
 - i. Property theft.

Termination of the lease and/or eviction for the above will render the offending individual(s) for any further assistance from the SNHA. Assistance includes but is not limited to renting a home, purchasing a home, maintaining, repairing or renovating a home, or providing financial assistance in any manner.

2. Termination of lease and/or eviction will also take place if negligent behavior occurs. Negligent behavior will include but is not limited to other violations or acts as referenced within this policy.

Termination of the lease and/or eviction for the above reasons will render the offending individual(s) ineligible for any further assistance for the period of not less than one (1) year, from the SNHA. Assistance includes but is not limited to renting a home, purchasing a home, maintaining, repairing or renovating a home, or providing financial assistance in any manner.

3. The SNHA reserves the right to terminate a lease and/or evict immediately.

XIX. SNHA Policies

Tenants are subject to the policies of the SNHA as the now exist or as they hereafter by revised by the SNHA. Violation of the same is grounds for termination of the applicable lease or agreement.

XX. Risk of Loss/Insurance

Responsibility for the provision of fire and other peril insurance on the premises is as follows;

- A. SNHA shall provide fire and other peril insurance on the structure. The SNHA shall not be responsible for the loss of any of the tenant's personal property by fire, theft, or any other reason.
- B. It shall be the sole responsibility of the tenant during the rental phase to obtain fire and other peril insurance covering their personal property.

XXI. Fire

In the event the leased premises shall become untenable by reason of fire or other casualty, participation under the applicable lease or agreement shall terminate and each party shall be relieved of all future liabilities hereunder.

XXII. Personal Property

- A. Any appliances provided with the unit will remain the property of the SNHA.
- B. The SNHA insures the Elder Facility resident's contents up to \$5,000.00.
- C. The SNHA does not accept any responsibility or liability for any tenant's personal property.

XXIII. Abandonment of Personal Property

Upon termination of a rental, the SNHA may dispose of any item of personal property abandoned by the tenant in any manner deemed suitable by the SNHA. Proceeds, if any, after such disposition, may be applied to the payment of amounts owed by the tenant to SNHA.

XXIV. Abandonment

- A. If at any time during the term of the lease, the tenant abandons the premises or any part of the premises, SNHA may, at its option, enter the premises by any means without being liable for any prosecution for such entering, and without becoming liable to the tenant for damages or for any payment of any kind whatsoever.
- B. If SNHA's right of re-entry is exercised following abandonment of the premises by the tenant, then SNHA may consider any personal property belonging to the tenant

and left on the premises to also have been abandoned, in which case SNHA may dispose of all such personal property in any manner SNHA shall deem proper and is hereby relieved of all liability for doing so.

XXV. Termination

- A. In the event of the default of any material provision of this Policy and the applicable lease/agreement by the tenant (and each covenant, provision, term and condition herein is considered a material provision and a consideration for the execution of a lease agreement, and time is of the essence of each and every of the foregoing), the lease/agreement and any exclusive option, shall terminate, at the option of the SNHA, and be forfeited and SNHA shall be entitled to possession of the premises. The tenant shall be given thirty (30) days notice of any default or breach, and shall have thirty (30) days from service of said notice within which to cure or correct said breach or vacate as determined by the SNHA.
- B. In the following circumstances, the SNHA Executive Director may implement immediate eviction proceedings under Seneca Nation of Indians Code, Eviction Procedures, without any notice required:
 - 1. There is clear and evident danger to the surrounding community.
 - 2. There is a life-threatening situation to the surrounding community.
 - 3. The breach is related to drug activity as prohibited by the SNHA lease agreements, SNHA Drug Policy.
 - 4. The breach violates Tribal Policy regarding the use of illegal substances.
- C. With respect to Notices issued the tenant is entitled prior to any court hearing or trial to examine any relevant documents, records, or regulations directly related to the termination or eviction.
- D. Grounds for termination include any violation of applicable SNHA policies, SNI Code, unlawful conduct, etc.
- E. Eviction due to repeat vandalism will include a ban on leasing or buying Tribal Housing. Ban duration will be 6 months, 1 year, 2 years, 4 years, and perpetual for successive evictions.
- F. Eviction due to alcohol inebriation or the selling or distribution to a minor are ineligible for admission to any SNHA program for a 1-year period beginning on the date of such eviction or termination. Ban duration will be 1 year, 2 years, 4 years, and perpetual for successive evictions.

- G. Evictions due to delinquency and bad debt will include a ban on leasing or buying Tribal Housing. Ban duration will be until account balance has been repaid in full.
- H. For any tenant with a total housing debt of 6 times their monthly rent or greater, or \$1,000 or greater, any annuity payment by the Tribe can be garnished 50% until the debt is cleared.

XXVI. Notices

- A. Any notices or demand to be given, served, or made shall be validly and sufficiently given, served, or made, if from the SNHA to the tenant, if the same is deposited in the United States mail, by certified mail, return receipt, postage prepaid, addressed to the tenant at address of the leased premises; and, if from the tenant to the SNHA, if the same is deposited in the United States Mail, by certified mail, return receipt, postage prepaid, addressed to the SNHA at: 50 Iroquois Drive, Irving, NY 14081 or 44 Seneca Street, Salamanca, NY 14779.
- B. The service of such notice shall be deemed complete by the said deposit thereof in the United States Mail as aforesaid. Either party may, by notice to the other in writing, designate a different place to which notices shall be sent.

XXVII. Waivers

- A. No waiver by the SNHA of any term, covenant, or condition of these policies shall be construed as a continuing waiver thereof, nor a waiver of any other term, covenant, or condition of this policy.
- B. Each and every default on the part of the tenant shall be considered a separate and new breach of the policy, irrespective of whether or not other defaults exist at that time.

XXVIII. Modification of Policy

- A. Modification of the Admissions & Occupancy Policy is subject to approval by the Board. Matters incorporated in the Policy by reference shall be publicly posted in a conspicuous manner in the SNHA's office and a copy shall be furnished to the tenant on request.
- B. If such schedules, rules and regulations are modified, the SNHA shall give at least 30-days written notice to each affected tenant through a mass mailing setting forth the proposed modification, the reasons therefore, and provide the tenant an opportunity to present written comments which shall be considered by the SNHA prior to the effective date of the proposed modification.

XXIX. Number and Gender Context

- A. Whenever used throughout this policy, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.