EMERGENCY RENTAL ASSISTANCE
APPLICATION AND POLICY

Guidelines to Income Limits as of July 30, 2020

<table>
<thead>
<tr>
<th>Person(s)</th>
<th>Income Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$43,960</td>
</tr>
<tr>
<td>2</td>
<td>$50,240</td>
</tr>
<tr>
<td>3</td>
<td>$56,250</td>
</tr>
<tr>
<td>4</td>
<td>$62,800</td>
</tr>
<tr>
<td>5</td>
<td>$67,824</td>
</tr>
<tr>
<td>6</td>
<td>$72,848</td>
</tr>
<tr>
<td>7</td>
<td>$77,872</td>
</tr>
<tr>
<td>8</td>
<td>$82,896</td>
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</tbody>
</table>

For each additional family member over eight (8), add 8% of the four (4) person base to eight (8) person income limit. If your total annual income exceeds the income limits, the Housing Authority cannot offer admission to our program. Please be informed that these income limits are in effect immediately (July 20, 2020) and will remain in effect until suspended.

APPLICATION PROCEDURE:

1. Fill out application and submit all required documents listed on the checklist on the next page. Applications are INCOMPLETE and cannot be submitted if missing the following:
   a) Application b) Verification of Income c) Release forms

2. Applications will not be accepted and date-stamped as received until they are deemed complete.

3. It will then be determined if the application is eligible or ineligible.
   a) Eligible applications are processed.
   b) Ineligible applications are placed in the ineligible file.

4. Applicants are notified of their status within five (5) business days. Notification is in written form.
5. You must redetermine the household income eligibility every three months for the duration of the assistance.

REMINDER:
Please read and answer every question on the application and sign and date. Bring in all required documents. Copies will be made.

CHECKLIST:
- Application must be COMPLETELY filled out with appropriate pages signed and dated
- Release of Information Agreement
- Drug Free Household Statement
- Documentation of Disability Status (if applicable)
- Current Utility bill(s)

VERIFICATION OF INCOME:
- Filed Federal Tax Return from the past year (form 1040 filed with IRS)
- Eight (8) current pay stubs (actual not Payroll Summary)
- Disability, Social Security, Social Services, Insurance payment, pension award letters (if applicable)
- Notarized statement of income from other source of income (if applicable)
- Adult household member Certification of Zero Income (if applicable) (SNHA Form)

IDENTIFICATION:
(Copies of the following MUST be provided for EVERYONE on the application)
- Photo I.D. (Driver’s license, Tribal Enrollment Card, Passport) for all adults over 18
- Birth Certificate
- Proof of Tribal Enrollment (Certificate of Enrollment)
- Social Security Cards

EXEMPTION VERIFICATION:
- Tuition papers or letter from school system verifying fulltime enrollment
- Receipts for childcare expenses if parent(s) work or attend school
- Mileage deduction if travel exceeds 100 miles to and from work per week
- ELDERLY ONLY-receipts for medical expenses including health insurance premiums

Effective October 1, 1984, HUD regulations for exemptions from income are as follows:
1. $480.00 per dependent less than 18 years, or full-time student.
2. Childcare expenses (baby-sitting cost).
3. $400.00 per Elderly family (head of household or spouse must be elderly, disabled or handicapped).
4. Medical expenses that exceed 3% of total family income for elderly families.
HEAD OF HOUSEHOLD INFORMATION:

Name of applicant (HOH):

Applicant’s Physical Address:

Applicant’s Mailing Address:

Applicant’s Main Phone:

Applicant’s 2nd Phone:

APPLICANTS FAMILY COMPOSITION:

<table>
<thead>
<tr>
<th>Name</th>
<th>Relationship to Applicant</th>
<th>Date of Birth</th>
<th>Sex</th>
<th>Social Security #</th>
<th>Enrolled Seneca?</th>
<th>If NO, which? Native or other</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td>M/F</td>
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<td></td>
<td>M/F</td>
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</tbody>
</table>

Anticipated changes in family composition:

HOUSEHOLD INCOME:
(List income for ALL persons who will live in dwelling; Including Self Employment)

<table>
<thead>
<tr>
<th>First Name</th>
<th>Employer Name and Address</th>
<th>Monthly Gross Pay</th>
<th>Annual Estimated Income Past 12 mo</th>
<th>Past 2 mo</th>
<th>Next 3 mo</th>
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</tbody>
</table>

OTHER SOURCES OF INCOME:
(SSI, Child Support, Alimony, Unemployment, Disability, Pension, Royalties, etc.)

<table>
<thead>
<tr>
<th>First Name</th>
<th>Source and Address</th>
<th>Monthly Gross Amount</th>
<th>Annual Estimated Income Past 12 mo</th>
<th>Past 2 mo</th>
<th>Next 3 mo</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>
RENTAL INFORMATION:
Do you live in Public Housing? YES or NO
If yes, when?          to          Where:
Indian housing: If yes, when?          to          Where?
Do you owe money to an Indian Housing Authority? YES or NO
If yes, where?
Do you consider yourself homeless? YES or NO
If yes, what are your current living arrangements:
Are you about to be without housing? YES or NO
If yes, why and when?

LANDLORD INFORMATION:
Name:          Phone #:
Address:
How long have you been a tenant?          Monthly rent amount:          Monthly utility costs:
Name and Address of Utility companies:
  Electric:          
  Gas:          
  Water & Sewer:          

HOUSING CONDITIONS:

<table>
<thead>
<tr>
<th>Do you have the following at your current residence?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Running Water</td>
</tr>
<tr>
<td>Usable tub or shower</td>
</tr>
<tr>
<td>I the dwelling structure safe</td>
</tr>
<tr>
<td>Safe drinking water</td>
</tr>
<tr>
<td>Safe Electrical service</td>
</tr>
</tbody>
</table>

PREVIOUS RESIDENCE:
(List information for last 12 months)

<table>
<thead>
<tr>
<th>Address</th>
<th>Dates (To-From)</th>
<th>Landlord</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Name</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Phone #</td>
</tr>
</tbody>
</table>

LEGAL:
- Has any household member ever been convicted of any crime other than traffic violations? YES or NO If yes, Who:          When:
  - Where:          
- Conviction: (Check all that apply)
- Anything drug and/or substance abuse related?
ERA Application

Name of Applicant(s): __________________________

- Arson
- Crimes of violence toward person(s)/property
- Crimes of sexual nature
- Property theft
- Harboring a fugitive
- Illegal possession of firearms
- Identity theft or fraud
- Prostitution

Do you or any household member have any current legal proceedings pending? YES or NO. If yes, please explain: ____________________________

Have you ever been awarded any federal contracts: YES or NO.
If yes, have you ever been placed on the federal suspension or debarment list? YES or NO.

Has any household member ever used any names(s) other than the one currently being used? (This would include name from previous marriage or maiden name) YES or NO.
If yes, who and what name(s): ____________________________

BY SIGNING BELOW, I VERIFY THAT THE INFORMATION I HAVE PROVIDED IN THE LEGAL SECTION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

SIGNATURE: ____________________________ DATE: ____________
APPLICANT(S) ACKNOWLEDGMENT:

I have experienced a reduction in income and/or incurred significant cost (rent and/or utilities), and/or experienced other financial hardship due to the COVID-19 outbreak.

  o Initials _____  Initials _____

Once I have been approved, my application will remain active until December 31, 2021. I understand that if I do not properly update my information every three (3) months, I will be removed from the list.

  o Initials _____  Initials _____

GIVING TRUE AND COMPLETE INFORMATION:
I certify that all the information provided on this application is accurate & complete to the best of my knowledge.

  o Initials _____  Initials _____

I certify that I have disclosed where I received any previous Federal housing assistance and whether or not any money is owed. I certify that for this previous assistance I did not commit any fraud, knowingly misrepresent any information, or vacate the unit in violation of the lease.

  o Initials _____  Initials _____

I am aware that I am to cooperate in supplying all information needed to determine my eligibility. I understand failure or refusal to supply information may result in denial.

  o Initials _____  Initials _____

I understand that knowingly supplying false, incomplete or inaccurate information is punishable under Federal law and is grounds for termination of housing assistance.

  o Initials _____  Initials _____

I HAVE REVIEWED THE APPLICATION AND CERTIFY THAT THE INFORMATION I PROVIDED HERE IS TRUE AND COMPLETE.

SIGNATURE: ___________________________________________ DATE: ________
RELEASE OF INFORMATION AGREEMENT

DO NOT ALTER THIS DOCUMENT: Failing to sign this form in its original condition could jeopardize your eligibility for the housing program.

Full Name: ____________________ Maiden: ____________________
Date of Birth: ____________________ Phone: ____________________
Mailing Address: ____________________
Social Security #: ____________________
Driver’s License #: ____________________

I hereby authorize confidential information to be released between the agencies listed in this agreement. The information provided will be held in strict confidence.

AGENCY AUTHORIZED TO REQUEST/RECEIVE INFORMATION:

Seneca Nation Housing Authority
- 50 Iroquois Drive, Irving, NY 14081
- 44 Seneca Street, Salamanca, NY 14779

AGENCIES AUTHORIZED TO RELEASE INFORMATION TO SENЕCA NATION

HOUSING AUTHORITY PROGRAM:

- SNHA
- Child Care Providers
- Courts: Tribal and Non-Tribal
- Law Enforcement Agencies
- Current & Previous Landlords
- Current & Previous Employers
- Utility Companies
- Social Security Administration
- Support & Alimony Providers

APPLICANT SIGNATURE: ____________________ DATE: ____________

*Co-Applicant must also sign a ‘Release of Information Agreement’
RELEASE OF INFORMATION AGREEMENT

DO NOT ALTER THIS DOCUMENT: Failing to sign this form in its original condition could jeopardize your eligibility for the housing program.

Full Name: ________________________________ Maiden: ___________________________
Date of Birth: ________________________________ Phone: ___________________________
Mailing Address: __________________________________________________________________
Social Security #: ____________________________
Driver’s License #: ____________________________

I hereby authorize confidential information to be released between the agencies listed in this agreement. The information provided will be held in strict confidence.

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• Law Enforcement Agencies
• Current & Previous Landlords
• Current & Previous Employers
• Utility Companies
• Social Security Administration
• Support & Alimony Providers

APPLICANT SIGNATURE: ________________________________ DATE: ____________

"Co-Applicant must also sign a 'Release of Information Agreement'"
DRUG FREE HOUSEHOLD STATEMENT

I / We, __________________________ and __________________________, do hereby attest that myself and all members of my household do not use illegal drug(s).

I / We further attest that I and all members of my household are not involved in selling, possession, or use any illegal drug, and that my household is a drug free household.

I / We further understand that if myself, members of my household, or guest(s) of my household use, sell or are in possession of illegal drug(s), that I am subject to discontinuation of ERA.

I / We understand that this statement will remain in effect for the entire length of my assistance with the Seneca Nation Housing ERA Program.

SIGNATURE: ___________________________________ DATE: __________
SIGNATURE: ___________________________________ DATE: __________

ALL PERSON(S) 18 AND OVER SHALL AGREE TO AND ADHERE TO THIS STATEMENT BY SIGNING THIS AS WELL:

Name: ___________________ Signature: ___________________ Date: _____
Name: ___________________ Signature: ___________________ Date: _____
Name: ___________________ Signature: ___________________ Date: _____
ATTESTATION

I have experienced a reduction in income and/or incurred significant cost (rent and/or utilities), and/or experienced other financial hardship due to the COVID-19 outbreak

   o Initials _____    Initials _____

Please explain how you've experienced hardship due to COVID-19:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

I Certify that all statements made by me in this document are true, complete and correct to the best of my knowledge and belief and are made in good faith.

   o Initials _____    Initials _____

I acknowledge that the documents I have submitted are true and authentic and verification that the proper processes were followed.

   o Initials _____    Initials _____

Applicant Print Name: ___________________________ Date: __________
Applicant Signature: ___________________________ Date: __________
Witness: ___________________________ Date: __________

Co-Applicant Print Name: ___________________________ Date: __________
Applicant Signature: ___________________________ Date: __________
Witness: ___________________________ Date: __________
EMERGENCY RENTAL ASSISTANCE (ERA)

LANDLORD ACKNOWLEDGEMENT

LANDLORD NAME: __________________________ PHONE: __________

LANDLORD ADDRESS: ____________________________________________

TENANT NAME: __________________________ PHONE: __________

TENANT ADDRESS: ____________________________________________

I am aware that the tenant named above is applying for “Emergency Rental Assistance”.

I understand I will receive a telephone call from a Seneca Nation Housing Authority (SNHA) Employee to verify information on the application such as the amount of monthly rent, Physical Address of Tenant, Landlord information, etc.

Once the amount of assistance has been determined, I understand I will be receiving a copy of the ERA Policy and a “EMERGENCY RENTAL ASSISTANCE AGREEMENT” via certified mail to obtain my cooperation to accept payment from the SNHA ERA Program.

Owner/Landlord Name (Type or Print) ____________________________ Owner/Landlord Signature/Date ____________________________
CERTIFICATION OF ZERO INCOME
SENeca NATION HOUSING AUTHORITY

(To be completed by adult household members only, if applicable)

Household Name: ____________________________  Project/Unit: __________

1. I hereby certify that I do not individually receive income from any of the following sources:
   a. Wages from employment (including commissions, tips, bonuses, fees, etc.);
   b. Income from operation of a business;
   c. Rental income from real or personal property;
   d. Interest or dividends from assets;
   e. Social Security payments, insurance policies, retirement funds, pensions, or death benefits;
   f. Unemployment or disability payments;
   g. Public assistance payments;
   h. Periodic allowances such as alimony, child support, or gifts received from persons not living in my household;
   i. Sales from self-employment resources (Avon, Mary Kay, etc.);
   j. Any other source not name above.

2. I currently have no income of any kind and there is no imminent change expected in my financial status or employment status during the next 12 months.

3. I will be using the following sources of funds to pay for rent and other necessities:

________________________________________________________________________
________________________________________________________________________

Under penalty of perjury, I certify that the information presented in this certification is true and accurate to the best of my knowledge. The undersigned further understand(s) that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in the termination of a lease agreement.

_________________________________  ______________________________________
Signature of Applicant/Tenant          Printed Name of Applicant/Tenant

_________________________________
Date
EMERGENCY RENTAL ASSISTANCE AGREEMENT

SNHA / LANDLORD

LANDLORD NAME: ___________________________ Phone: ___________________________
ADDRESS: ___________________________

TENANT NAME: ___________________________
TENANT ADDRESS: ___________________________

This Rental Assistance Agreement is entered into between the Seneca Nation Housing Authority (SNHA) and the Landlord identified above. This agreement applies only to the tenant family and the dwelling unit identified above.

1. TERM OF THE AGREEMENT
   The term of this shall begin on ________________ and end no later than ________________.
   The agreement automatically terminates on the last day of the term of the Lease.
   The Landlord shall immediately notify the SNHA when the Tenant has moved from the unit.

2. RENT AND AMOUNTS PAYABLE BY TENANT AND SNHA
   Initial Rent. The initial total monthly rent payable to the Landlord for the three months of this agreement is $ ____________.

   Tenant Share of the Rent. Initially, and until such time as both the Landlord and the Tenant are notified by the SNHA, the Tenant’s share of the rent shall be $ ____________.

   SNHA Share of the Rent. Initially, and until such time as both the Landlord and the Tenant are notified by the SNHA, the SNHA share of the rent shall be $ ____________. Neither the SNHA nor HUD assumes any obligation for the Tenants rent, or for payment of any claim by the Owner against the Tenant. The SNHA obligation is limited to making emergency rental payments on behalf of the Tenant in accordance with this agreement.

   Payment Conditions. The right of the owner to receive payments under this agreement shall be subject to compliance with all of the provisions of the agreement. The Landlord shall be paid under this agreement on or about the first day of the month for which the payment is due. The Landlord agrees that the endorsement on the check shall be conclusive evidence that the Landlord received the full amount due for the month, and shall be a certification that:

   1. The unit is in decent, safe and sanitary condition, and that the Landlord is providing the services, maintenance and utilities agreed to in the Lease.
   2. The unit is leased to and occupied by the Tenant named above in this agreement.
   3. The Landlord has not received and will not receive any payments as rent for the unit other than those identified in this agreement. (Not before March 13, 2020, the date of the emergency declaration pursuant to section 501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 519(b).
   4. To the best of the Landlord’s knowledge, the unit is used solely as the Tenant’s principal place of residence.

   Overpayments. If the SNHA determines that the Landlord is not entitled to any payments received, in addition to other remedies, the SNHA may deduct the amount of the overpayment from any amounts due the Landlord, including the amounts due under any other Rental Assistance Agreements.
3. **TERMINATION OF TENANCY**
The Landlord may evict the Tenant following applicable state and local laws. The Landlord must give the Tenant at least 30 days' written notice of the termination and notify the SNHA in writing when eviction proceedings are begun. This may be done by providing the SNHA with a copy of the required notice to the tenant.

4. **RIGHTS OF SNHA IF LANDLORD BREACHES THE AGREEMENT**
Any of the following shall constitute a breach of the agreement:
   1. If the Landlord has violated any obligation under this agreement; or
   2. If the Landlord has demonstrated any intention to violate any obligation under this agreement.
   3. If the Landlord has committed any fraud or made any false statement in connection with the agreement, or has committed fraud or made any false statement in connection with any Federal Housing Assistance Program.

   If the SNHA determines that a breach occurred, the SNHA shall notify the Landlord in writing of such determination, including a brief statement of the reasons for the determination.

   Nothing in this agreement shall be construed as creating any right of the Tenant or a third party to enforce any provision of the agreement or to assess any claim against HUD, the SNHA or the Landlord under this agreement.

5. **TRANSFER OF THE CONTRACT**
The Landlord shall not transfer in any form this agreement without the prior written consent of the SNHA. The SNHA shall give its consent to a transfer if the transferee agrees in writing (in a form acceptable to the SNHA) to comply with all terms and conditions of this agreement.

6. **ENTIRE AGREEMENT: INTERPRETATION**
This Contract contains the entire agreement between the Landlord and the SNHA. No changes in this agreement shall be made except in writing signed by both the Landlord and the SNHA.

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Owner/Landlord Name (Type or Print) ___________________________ Owner/Landlord Signature/Date ___________________________

Owner/Landlord Name (Type or Print) ___________________________ Owner/Landlord Signature/Date ___________________________

Owner/Landlord’s check to be mailed to: Name(s): ___________________________
Address: ___________________________

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THE STATE OF NEW YORK

COUNTY OF ___________________________

On the _____ day of _______ in the year _____ before me, the undersigned, personally appeared ___________________ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individuals(s) acted, executed instrument.

_________________________________________
Notary Public Signature
EMERGENCY RENTAL ASSISTANCE POLICY

POLICY STATEMENT

The governing body of the Seneca Nation Housing Authority (SNHA) recognizes the need to develop a program that provides Emergency Rental Assistance (ERA) to low income nation members whose needs cannot be met through the existing housing programs. This program is created to provide ERA funds to be used for rental arrears, rental payments, utilities and home energy costs to eligible families. The SNHA will implement the ERA Program in a manner consistent with the overall mission of the SNHA and the ERA program established by section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. Mo. 116-260 (Dec. 27, 2020) (the "Act").

A Definitions

A. Adjusted Gross Income. The term 'adjusted gross income' means the annual income as defined for purposes of reporting under the Internal Revenue Service and that remains after excluding the following amounts:

1. YOUTHS, STUDENTS, AND PERSONS WITH DISABILITIES- $480 for each member of the family residing in the household (other than the head of the household or the spouse of the head of household).
   a. Who is under 18 years of age; or
   b. Who is 18 years of age or older and a person with disabilities or a full-time student.

2. ELDERLY AND DISABLED FAMILIES- $400 for an elderly or disabled family.

3. MEDICAL AND ATTENDANT EXPENSES- the amount by which 3% of the annual income of the family is exceeded by the aggregate of:
   a. Medical expenses, in the case of an elderly or disabled family; and
   b. Reasonable attendant care and auxiliary apparatus expenses for each family member who is a person with disabilities, to the extent necessary to enable any member of the family (including a member who is a person with disabilities) to be employed.

4. CHILD CARE EXPENSES- child care expenses for the care of children under the age of 13 to the extent necessary to enable another member of the family to be employed or to further his or her education.

5. EARNED INCOME OF MINORS- the amount of any earned income of any member of the family who is less than 18 years of age.
6. TRAVEL EXPENSES- excessive travel expenses, not to exceed $25 per family per week for employment or education related travel.

B. Annual Income. The statute provides that grantees determine income eligibility by reference to either (i) household total income for calendar year 2020 or (ii) sufficient confirmation of the household’s monthly income at the time of application.

The definition of “annual income” = provided by HUD in 24 CFR 5.609 and using adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) for the household.

The applicant’s ‘annual income’ will be determined by estimating the anticipated total income from all sources, e.g., wage statement, interest statement, unemployment compensation statement, or a copy of Form 1040 as filed with the IRS for the household received by the head, spouse, partner, and additional members of the household.

C. Monthly Income. For determining monthly income, grantees must obtain income source documentation, as listed above, for the two months prior to the submission of the application for assistance. If the applicant qualifies based on the monthly income, the grantee must determine the household income eligibility every three months for the duration of the assistance.

D. Drug Related Criminal Activity. The term ‘drug related criminal activity’ means the illegal manufacture, sale, distribution, use, or possession with the intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in CFR Title 24, Subtitle A, Part 5 §5.100) and the SNHA Renter’s Drug and Alcohol Policy.

E. Elderly Families. The term ‘elderly family’ means a family whose head (or his or her spouse), or whose sole member, is an elderly person, respectively. Such terms include two or more elderly persons living together, and one or more such persons living with one or more persons determined by the SNHA to be essential to their care or wellbeing.

F. Elderly Person. The term ‘elderly person’ means a person who is at least 60 years of age.

G. Near Elderly Families. The term ‘near elderly person’ means a person who is at least 55 years of age.

H. Family. Family is defined as a family with or without children, an elderly family, a disabled family, and a single person.

I. Full Time Student. A person who is enrolled in a certified educational institution, such as a vocational school with a certificate or diploma program or an institution offering a college degree, and is carrying a subject load that is considered full-time for students under the standards and practices of the institution attended.
J. **HUD.** The U.S Department of Housing and Urban Development.

K. **Native.** Any person recognized as being Native or Alaskan native by a federally recognized government. An enrolled member of a federally recognized tribe. A first Seneca descendant.

L. **Territory (Native Area).** The term ‘Territory’ means the area within which the nation operates affordable housing programs or the service area in which the TDHE is authorized by one of more nations to operate affordable housing programs.

M. **Native Nation.**

The term ‘Native Nation’ means a band or nation that is federally recognized .

**Federally Recognized Nation** means any band, nation, or other organized group or community of members/Natives, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native claims settlement act, that is recognized as eligible for the special programs and services provided by the United States to Natives because of their status as natives pursuant to the Indian Self-Determination and Education Assistance Act of 1975.

N. **Low Income Family.** The term ‘low income family’ means a family whose income does not exceed 80% of the median income for the area, as determined by HUD with adjustments for smaller and larger families.

O. **Median income.** The term ‘median income’ means the greater of: the median income for the SNHA Native Area, which the Secretary shall determine;

P. **NAHASDA.** The Native American Housing Assistance and Self- Determination Act passed by the U.S congress in 1996.

Q. **Payment Assistance.**

1. The factor used to determine the amount of assistance to be paid to the owner on behalf of the participant.

   a. Annual income of family.
   b. Monthly income of family.
   c. Fair market rent of counties in the SNHA service areas as determined by HUD. The fair market rent figures for each respective county shall be attached as appendices to this policy and shall be updated when published by HUD.

B. **General Information**

   A. **Eligibility.**
1. Qualifies for unemployment or has experienced a reduction in household income, incurred significant cost, or experienced a financial hardship due to COVID-19 that threaten the household's ability to pay the costs of the rental property when due.

2. Demonstrates a risk or experiencing homelessness or housing instability; and which may include past due rent and utility notices and evictions, if any, as part of the application process.

3. Has a household income below 80 percent of the area median.

4. The eligibility for assistance will be for those applicants who have arrears up to the 12-month limit, but not before March 13, 2020 as established by the statute if the arrears can be shown to be due to COVID-19. Grantees may provide assistance for an additional three months if necessary to ensure housing stability for a household. The payment of existing housing-related arrears that could result in eviction of an eligible household is prioritized. Assistance must be provided to reduce an eligible household's rental arrears before the household may receive assistance for future rent payments. Once a household's rental arrears are reduced, grantees may only commit to providing future assistance for up to three months at a time. Household may reapply for additional assistance at the end of the three-month period if needed and the overall time limit for assistance is not exceeded.

5. Applications received from any family or person(s) not meeting the established criteria can be assisted in seeking assistance from other agencies.

6. If a household receives rental assistance other than the ERA, the ERA assistance may only be used to pay for costs, such as the tenant-paid portion of rent and utility costs, that are not paid for by the other rental assistance.

7. An eligible household that occupies a federally-subsidized residential or mixed-used property may receive ERA assistance, provided the ERA funds are not applied to costs that have been or will be reimbursed under any other federal assistance.

C. Determination of Income Eligibility. Income source documentation for the two months prior to the submission of the application for assistance. If the applicant qualifies, the SNHA will determine the household income eligibility every 3 months for the duration of the assistance.

D. Income Documentation Verification. The statute limits eligibility to households with income that does not exceed 80 percent of area median income as defined by the Department of Housing and Urban Development (HUD).

E. Utilities and home energy costs. Utilities and home energy costs are separately-stated charges related to the occupancy of rental property. Utilities include separately-stated electricity, gas, water and sewer, trash removal and energy costs, such as fuel oil. Telecommunication service (telephone, cable, Internet) delivered to the dwelling are not considered utilities. Utilities that are covered by the landlord within rent will be treated as rent.
F. **Rental Arrears.** The statute does not prohibit the enrollment of households for only prospective benefits. Section 501©(2)(B)(iii) of Division N of the Act does provide that assistance to reduce rental arrears, if any, must be provided prospective rental benefits may be provided. The Statute also provides a limitation on prospective benefits of three months at a time.

G. **Rental or Utility Arrears.** The full payment of arrears is allowed up to the 12-month limit, but not before March 13, 2020 as established by the statute if the arrears can be shown due to COVID-19. (SNHA may provide assistance for an additional three months if necessary to ensure housing stability for a household). SNHA may structure the ERA Program to provide less than full coverage of arrears. SNHA will consider how to best minimize any incentives for the non-payment of rent or utilities by potential beneficiaries of the program.

H. **Outreach.** SNHA will make reasonable efforts to obtain cooperation of the landlords and utility providers to accept payments from the ERA Program. Outreach will be considered complete if a request for participation is sent in writing, by certified mail, to the landlord or utility provider, and the addressee does not respond to the request within 21 calendar days after mailing, or if SNHA has made at least three attempts by phone or email over a 21 calendar-day period to request the landlord or utility provider’s participation. All efforts will be documented. The cost of mailing is an eligible administrative cost.

I. **Term.**

A. If an applicant qualifies based on monthly income, the grantee must redetermine the household income eligibility every three months for the duration of assistance.

B. Applicants may be provided rental assistance for as long as they comply with the terms of this program.

C. For determining monthly income, grantees should obtain income source documentation, as listed, for two months prior to the submission of the application for assistance as listed on the ERA application.

D. The ERA program provides assistance from March 13, 2020 through December 31, 2021 unless depleted sooner.

E. The Statute does not prohibit the enrollment of households for only prospective benefits. Section 501©(2)(B)(ii) of Division N of the Act does provide that assistance to reduce rental arrears. If any, must be provided before prospective rental benefits may be provided. The statute also provides a limitation on prospective benefits of three months at one time.

J. **Leases- Approval**

A. Applicant will provide current lease of residence.
B. If the lease covers all necessary provisions required and is determined to have no unlawful provisions, the SNHA will accept the lease.

C. The SNHA is not a party to the lease and assumes no responsibility in its enforcement.

D. A Grantee may provide assistance to households for which the grantee is the landlord provided that the grantee complies with all the provisions of the statute and this guidance and that no preferences beyond those outlined in the statute are given to households that reside in the grantee's own property.

K. Payments – Execution of Agreements

A. The SNHA will sign a contract with the owner for the Emergency Assistance payment amount showing the effective date of payments and the amount of the payment(s) and/or monthly payment.
B. The ERA payment will be made on or before the first day of each month.
C. The participant is not responsible for the approved ERA payment made by the SNHA.
D. Participants will follow the SNHA Rental Drug and Alcohol Policy.

L. Obligations

A. Participant Obligations

1. When the participant’s ERA application is approved the participant must sign an agreement to fulfill and abide by the required obligations for participation in the program as shown below. Any breach of the participant obligations is grounds for termination of assistance.

2. The family must:

   a. Supply the SNHA with any information that the SNHA determines to be necessary.

   b. Notify the SNHA in writing at least 30 days prior to moving out of the unit or terminating the lease.

   c. The unit must be the family’s only residence.

   d. Provide SNHA a copy of any owner eviction notice, or notice of lease termination.

   e. Pay all portions of the rent the participant is responsible for (if any).

   f. Supply address of the rental unit.

   g. Supply name and address of landlord and utility provider.
h. Supply amount of monthly rent.

i. Supply household income documentation and number of individuals in the household

j. Supply gender, race, and ethnicity of the primary applicant for assistance.

3. The family must not:

a. Own or have any interest in the unit.

b. Commit any serious or repeated violation of the lease.

c. Commit fraud, bribery or any other corrupt criminal act in connection with the program.

d. Participate in illegal drug activity or violent criminal activity in accordance with SNHA policies.

e. Sublease or sublet the unit or assign the lease or transfer the unit.

f. Receive any other housing subsidy for the same unit or a different unit from any state, federal or local housing program, unless an eligible household that occupies a federally-subsidized residential or mixed-use property may receive ERA Assistance, provided that ERA funds are not applied to costs that have been or will be reimbursed under any other federal assistance.

B. Owner (Landlord) Obligations

1. Prior to the execution of the contract for assistance payment by the SNHA to the owner on behalf of the family, the owner must agree to the following obligations in the program and must sign a statement that they are willing to adhere to these obligations before assistance can be approved.

2. The owner is responsible for compliance issues concerning any and all conditions of the lease.

3. The owner is responsible for providing the SNHA with a copy of any eviction or lease termination.

4. The owner must notify the SNHA if any participant vacates a unit.

5. The owner must provide the SNHA with a copy, for approval, of any changes to the lease during the tenancy of a participant of this program.
C. **SNHA Obligations**

1. SNHA will provide the participant and owner a copy of all applicable policies.

2. The SNHA is responsible for payment of the ERA amount to the owner each month by the first of each month.

3. The SNHA is responsible for conducting the initial income verification to determine eligibility and conducting re-determination for continued eligibility of participants every three (3) months.

4. The SNHA is responsible for providing notice to the landlord and participant if assistance amounts change or cease.

5. Family members who are forced to leave as a result of violence will retain the assistance.

6. Document amount and percentage of monthly rent covered by the ERA Program.

7. Document amount and percentage of separately-stated utility and home energy costs covered by the ERA Program.


9. Document Name, address, social security number, tax identification number or DUNS number, as applicable, for landlord and utility provider.

10. Document total amount of each type of assistance (i.e., rent, rental arrears, utilities, and home energy costs, utilities and home energy costs arrears) provided to each household.

11. Document amount of outstanding rental arrears for each household.

12. Document number of months of rental payments and number of months of utility or home energy cost payments for which ERA is provided.

13. Document household income and number of individuals in the household, and gender, race and ethnicity for the primary applicant for assistance.

14. Document number of applications received in order to be able to report the acceptance rate of applicants for assistance.

M. **Termination of assistance by the SNHA**

A. Any violation of participant obligations.
SNHA ERA POLICY

B. Illegal drug activity (violation of any provisions of SNHA Rental Drug & Alcohol Policy) or violent crime activity.

C. Failure of participant to sign and submit verification documents.

D. If the family moves out of the unit.

E. If the owner fails to maintain unit in accordance with Housing Quality Standards (HQS).

F. If available program funding can no longer support continued assistance for the families.