



**ZUNI HOUSING AUTHORITY
OCCUPANCY AND RELOCATION POLICY
FOR HOMEBUYER AND TENANT PROJECTS**

Adopted by Resolution No. ZHA-20-02 on January 9, 2020

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**ZUNI HOUSING AUTHORITY
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Adopted by Resolution No. ZHA-20-02 on January 9, 2020

I. STATEMENT OF PURPOSE

A. Purpose. The purpose of this Occupancy and Relocation Policy for Homebuyer and Tenant Projects (Policy) is to establish standards for initial and continued occupancy in housing units owned and operated by the Zuni Housing Authority (ZHA), including relocations from and therein and housing unit assignments. This Policy shall be reviewed periodically to assure compliance with guidelines established by the U.S. Department of Housing and Urban Development (HUD).

B. Official Policy. This Policy supercedes and rescinds all previous occupancy policies and practice statements and is the official Occupancy and Relocation Policy for Homebuyer and Tenant Projects of ZHA.

II. APPLICABILITY

This Policy shall apply to initial and continued occupancy of housing units owned and operated by ZHA, including relocations from and therein and housing unit assignments, and shall be applicable to all occupants of ZHA housing units, whether pursuant to a Tenant Lease, Lease-Purchase Agreement, or other document giving rise to a right of occupancy or use.

III. DEFINITIONS OF KEY TERMS

For purposes of this Policy and determining general eligibility, the following terms have the following meanings:

A. “Accessible” means, with respect to the design, construction, or alteration of an individual housing unit, that a housing unit is located on an accessible route and can be approached, entered, and used by a Person with Disabilities. A housing unit that is adaptable and otherwise in compliance with the Uniform Federal Accessibility Standards (see 24 C.F.R. part 40) is Accessible. When a housing unit in an existing facility that is being made Accessible as a result of alterations is intended for use by a specific qualified Person with Disabilities, the housing unit will be deemed Accessible if it meets the requirements of applicable standards that address the particular disability or impairment of such person.

B. “Adjusted Income” means “Annual Income” minus the allowable deductions determined in accordance with

this Policy.

C. “Administration Charge” means the amount budgeted by ZHA for monthly operating expenses of a housing unit, exclusive of operating costs for which an operating subsidy is being provided.

D. “Annual Income” means that income, before deductions, from all sources of income received by the Head of Household (even if he or she is temporarily absent), and by each additional member of the Family residing in the household who is at least eighteen (18) years of age, which income is anticipated to be received during the twelve (12) months following the effective date of the initial determination or reexamination of income.

1. “Annual Income” includes, but is not limited to the following:

(a) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips, bonuses, and other compensation for personal services;

(b) Net income from operation of a business or profession, as such net income is further defined in the applicable Internal Revenue Service (IRS) regulations, as they may be amended from time to time;

(c) Interest, dividends, and other net income of any kind from real or personal property, as such are further defined in the applicable IRS regulations, as they may be amended from time to time;

(d) The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum payment for the delayed start of a periodic payment, as limited by the applicable regulations, as they may be amended from time to time;

(e) Payments in lieu of earnings, such as unemployment and disability compensation, workmen’s compensation, and severance pay as limited by the applicable regulations, as they may be amended from time to time;

(f) Welfare assistance payments, including Temporary Assistance for Needy Families (TANF), as such payments are further defined in the applicable regulations, as they may be amended from time to time;

(g) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the housing unit provided however, that consideration

of alimony and child support payments shall be limited to payments actually received in the preceding year;

(h) All regular pay, special pay, and allowances of a member of the Armed Forces, to the extent that such are not excepted below;

(i) *Per Capita* payments derived from oil and gas or other trust revenues actually received by tribal members, but only to the extent that such payments, in the aggregate, exceed two thousand dollars (\$2,000) per person per year;

(j) *Per Capita* payments derived from judgment funds awarded by the Indian Claims Commission or the United States Court of Claims, but only to the extent that such payments, in the aggregate, exceed two thousand dollars (\$2000) per person per year; and

(k) *Per Capita* payments derived from gaming revenues and paid out pursuant to an approved Revenue Allocation Plan, if any.

2. "Annual Income" does not include the following:

(a) Income from employment of children (including foster children) under the age of eighteen (18) years;

(b) Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the Participant Family, who are unable to live alone);

(c) Lump-sum additions to Family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses;

(d) Amounts received by the Family that are specifically for, or in reimbursement of, the cost of medical expenses for any Family member;

(e) Income of a live-in aide;

(f) The full amount of student financial assistance paid directly to the student or to the educational institution;

(g) The special pay to a Family member serving in the Armed Forces who is exposed to hostile

fire;

(h) Amounts received under training programs funded by HUD;

(i) Amounts received by a Person with Disabilities, which amounts are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan for Achieving Self-Support;

(j) Amounts received by a Participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;

(k) Amounts received under a resident service stipend, not to exceed \$200 per month, received by an Indian housing resident for performing a service for ZHA, on a part-time basis, that enhances the quality of life in the development; *provided* that such services may include, but are not limited to fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination; *provided further* that no resident may receive more than one such stipend during the same period of time;

(l) Incremental earnings and benefits resulting to any Family member from the participation in qualifying state or local employment training programs (including training programs not affiliated with local government) and training of a Family member as resident management staff; *provided* that such amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the Family member participates in the employment training;

(m) Temporary, nonrecurring, or sporadic income (including gifts);

(n) Earnings in excess of \$480 for each full-time student eighteen (18) years or older (excluding the Head of Household and Spouse);

(o) Adoption assistance payments in excess of \$480 per adopted child;

(p) Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts;

(q) Amounts received by the Family in the form of refunds or rebates under state or local law

for property taxes on the housing unit;

(r) Amounts paid by a state agency to a Family with a developmental disabled Family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled Family member at home;

(s) The first two thousand dollars (\$2000) of the aggregate annual amount paid to a tribal member as *Per Capita* payments paid from a tribe's oil and gas or other trust revenue; *provided* however, such *Per Capita* payments may be considered income when determining capacity to pay monthly payments or rent (25 U.S.C. § 1408);

(t) The first two thousand dollars (\$2,000) of the aggregate annual amount paid to a tribal member as *Per Capita* payments paid from judgment funds awarded by the Indian Claims Commission or the United States Court of Claims; *provided* however, such *Per Capita* payments may be considered income when determining capacity to pay monthly payments or rent (25 U.S.C. § 1407);

(u) Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94–540, section 6);

(v) Payments received under the Maine Indian Claims Settlement Act of 1980 (Pub. L. 96–420, 25 U.S.C. 1728);

(w) Certain payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c));

(x) Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of the Mescalero Reservation (Pub. L. 95–433);

(y) Payments, funds, or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990 (25 U.S.C. 1774f(b));

(z) A lump sum or a periodic payment received by an individual Indian pursuant to the *Cobell* case, 816 F.Supp.2d 10 (Oct. 5, 2011 D.D.C.), for a period of one (1) year from the time of receipt of that payment as provided in the Claims Resolution Act of 2010 (Pub. L. 111–291);

(aa) *Per Capita* payments made from the proceeds of Indian Tribal Trust Cases as described in

PIH Notice 2013–30 “Exclusion from Income of Payments under Recent Tribal Trust Settlements” (25 U.S.C. 117b(a));

(bb) *Per Capita* payment placed in trust for juveniles or incapacitated adults; *provided* however, such *Per Capita* payments may be considered income when determining capacity to pay monthly payments or rent;

(cc) Any amounts received by the Family as compensation for a military-service related disability under 38 U.S.C. Chapter 11, or as dependency and indemnity compensation for military-service related death under 38 U.S.C. Chapter 13; *provided* however, such amounts may be considered income when determining capacity to pay monthly payments or rent; or

(dd) Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs; *provided* that a notice is published from time to time in the Federal Register and distributed to recipients identifying the benefits that qualify for this exclusion; *provided further* that updates will be published and distributed when necessary.

3. If it is not feasible to anticipate a level of income over a twelve- (12) month period, the income anticipated for a shorter period may be annualized subject to a redetermination at the end of the shorter period.

E. “Disabled Person or Person with Disabilities” means a person who:

1. Has a disability as defined in Section 223 (42 U.S.C. § 423) of the Social Security Act;

2. Has a developmental disability as defined in Section 102 of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. § 6001(7));

3. Has a physical, mental, or emotional impairment which:

(a) Is expected to be of long-continued and indefinite duration;

(b) Substantially impedes his or her ability to live independently; and

(c) Is of such a nature that such ability could be improved by more suitable housing conditions.

4. The terms physical, mental, or emotional impairment include, but are not limited to:

(a) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genitor-urinary; hemic and lymphatic; skin; and endocrine;

(b) Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities; and

(c) Such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, mental retardation, and emotional illness.

5. Notwithstanding any other provision of law, no individual shall be considered a Person with Disabilities, for purposes of eligibility for housing assisted under this Policy, solely on the basis of any drug or alcohol dependence.

F. “Disabled Family” means a Family whose Head of Household or sole member is a Person with Disabilities.

G. “Displaced Person or Displaced Family” means any person or Family that moves from real property, or moves his, her, or its personal property from real property, permanently, as a direct result of rehabilitation or demolition of a ZHA owned or managed rental housing unit, or acquisition of real property for a ZHA project. The term includes but is not limited to:

1. A Participant who moves permanently for the reason listed above and who has not been provided written notice by ZHA offering the opportunity to lease and occupy another suitable, decent, safe, and sanitary housing unit under reasonable terms and conditions, upon completion of the ZHA project. Such reasonable terms and conditions include a monthly rent and estimated average monthly Utility costs that do not exceed the greater of:

(a) The Participant’s monthly rent and estimated average monthly Utility costs before the agreement; or

(b) Thirty percent (30%) of gross household income.

2. A Participant who, for the reason listed above, is required to relocate temporarily, but does not return to the building/complex, if either:

(a) The Participant is not offered payment by ZHA for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, including the cost of moving to and from the temporarily occupied housing unit, any increased housing costs, and incidental expenses; or

(b) Other conditions of the temporary relocation are not reasonable.

3. A Participant who moves from the building/complex for the reason listed above after being offered the opportunity to move to another housing unit in the same building/complex, if either:

(a) The Tenant-occupant is not offered reimbursement for all reasonable out-of-pocket expenses incurred in connection with the move; or

(b) Other conditions of the move are not reasonable.

H. “Elderly Family” means a Family whose Head of Household, Spouse, or sole member is an Elderly Person. Such term may include two or more Elderly Persons living together, or one or more such persons living with one or more persons determined under ZHA’s IHP to be essential to their care or well-being.

I. “Elderly Person” means a person who is at least sixty-two (62) years of age.

J. “Elderly Project” means a project originally designated for occupancy by the elderly.

K. “Essential Family” means a Family ZHA deems essential to the well being of Indian Families in accordance with section 201(b)(3) of NAHASDA.¹

L. “Estimated Average Monthly Utility Costs” means an amount equal to the estimate made or approved by ZHA of the monthly cost of a reasonable consumption of Utilities for a housing unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

M. “Family” means (1) a group of two or more persons (including members temporarily absent) who have a stable family relationship and whose income and resources are available for use in meeting the living expenses of the group; (2) a single Elderly, Displaced, or Disabled Person; (3) a single person; or (4) a person or group defined by ZHA or the Tribe as a Family. Lodgers are not considered part of a Family.

N. “Head of Household” means the Family member who is held responsible and accountable for the Family.

O. “Homebuyer” means a person who has executed a Lease-Purchase Agreement or other lease-to-buy agreement and has not yet achieved homeownership.

¹Section 201(b)(3) provides that “a recipient may provide housing . . . for a family [whether Indian or non-Indian] on an Indian reservation . . . if the recipient determines that the presence of the family on the Indian reservation . . . is essential to the well-being of Indian families and the need for housing for the family cannot reasonable be met without such assistance.”

P. “Immediate Family” means husband, wife, father, mother, brother, sister, son, daughter, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, and grandparents, those persons with whom the subject person maintains a significant traditional relationship of equivalent status recognized by the Tribe, and any relative or any other individual that the subject person is living with or intends to live with in the same house or household, whether a blood relative or not; provided, however, the inclusion of a minor child, not the child of the Head of Household, his or her Spouse, or other adult occupant, is subject to provision of documentation that the child is under the guidance or supervision of an adult occupant. Any dispute arising over the definition of "Immediate Family" shall ultimately be decided by the Tribe.

Q. "IHP" means ZHA’s Indian Housing Plan.

R. “Indian” means any person who is a member of a federally recognized tribe or a State Recognized Tribe.

S. “Live-In Aide” means a person who resides with one or more Elderly Persons, or Near-Elderly Persons, or Persons with Disabilities, and who: (1) is determined to be essential to the care and well-being of the persons; (2) is not obligated for the support of the persons; and (3) would not be living in the housing unit except to provide the necessary supportive services.

T. “Low-Income Family” means a Family whose Annual Income does not exceed eighty percent (80%) of Median Income as determined by the funding agency.

U. “Median Income” means, with respect to an Indian Area, the greater of (i) the median income for the Indian Area, as periodically established and published by HUD, or (ii) the median income for the United States.

V. “MHOA” means Mutual Help and Occupancy Agreement developed under the United States Housing Act of 1937.

W. “NAHASDA” means the Native American Housing Assistance and Self-Determination Act of 1996, which act was implemented in October of 1998.

X. “Near-Elderly Family” means a Family whose Head of Household, Spouse, or sole member is a Near-Elderly Person. Such term may include two or more Near-Elderly Persons living together, or one or more such persons living with one or more persons determined under ZHA’s IHP to be essential to their care or well-being.

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

Z. “Occupancy Document” means the document giving rise to a Participant’s right of occupancy or use of a housing unit. An Occupancy Document may be a Tenant’s Occupancy Document or a Homebuyer’s Occupancy Document.

AA. “Participant” means a Tenant or Homebuyer contractually entitled to occupy a ZHA housing unit by virtue of an Occupancy Document.

BB. “Required Monthly Payment” means that payment amount calculated in accordance with Section VIII.B of this Policy.

CC. “Spouse” means the husband or wife of the Head of Household.

DD. "State Recognized Tribe" is any tribe, band, nation, pueblo, village, or community that has been recognized as an Indian tribe by any State; and for which an Indian Housing Authority has, before the effective date of NAHASDA, entered into a contract with the Secretary pursuant to the United States Housing Act of 1937 for housing for Indian Families and has received funding pursuant to such contract within the five (5) year period ending upon such effective date.

EE. “Tenant” means a person who has executed a Tenant Rental Agreement and who is authorized to reside in a ZHA-managed low-rent housing unit.

FF. “Tenant Rent” means the amount payable monthly as rent by a Family in a low-rent project, calculated on a monthly basis in accordance with this Policy, under a lease or occupancy agreement between the Family and ZHA.

GG. “Tribe” means the Zuni Tribe of the Zuni Reservation.

HH. “Useful Life” means the time period during which an assisted property must remain affordable, as defined in section 205(a) of NAHASDA.

II. “Utilities” include electricity, gas, heating fuel, water, sewerage service, septic tank pumping/maintenance, and sewer system hookup charges (after development). Tenants and Homebuyers are responsible for the costs of Utilities. Telephone service is not a Utility. For purposes of ZHA accounting and performance funding system only, trash and garbage collection and maintenance and repair of any systems are considered maintenance expenses and not Utility expenses.

JJ. “ZHA” means the Zuni Housing Authority.

KK. "37 Act" means the United States Housing Act of 1937.

IV. ELIGIBILITY

A. **Generally.** Initial eligibility shall be determined pursuant to the ZHA Eligibility and Admissions Policy.

B. **Non-Low-Income Indian Families and Non-Indian Families.** In addition to the general eligibility requirements provided in the ZHA Eligibility and Admission Policy, for the purpose of occupancy, the following eligibility requirements apply:

1. **Non-Low-Income Indian Families.** A non-Low-Income Indian Family may be permitted to occupy a ZHA-owned or -operated residential housing unit if:

(a) at the time of the Indian Family's initial occupancy of the ZHA-owned or -operated residential housing unit, the Indian Family was low-income; or

(b) the non-Low-Income Indian Family's housing needs cannot be reasonably met without ZHA's assistance, and ZHA deems the non-Low-Income Indian Family to be an Essential Family whose presence on the Zuni Reservation is essential to the well-being of Indian Families.

2. **Non-Indian Families.** A non-Indian Family may be permitted to occupy a ZHA-owned or -operated residential housing unit if:

(a) the non-Indian Family's occupancy predated the adoption of NAHASDA; or

(b) the non-Indian's Family's housing needs cannot be reasonably met without ZHA's assistance, and ZHA deems the non-Indian Family to be an Essential Family whose presence on the lands of the Tribe is essential to the well-being of Indian Families.

3. **Law enforcement.** ZHA may provide housing for a law enforcement officer if the officer:

(a) is employed on a full-time basis by the Federal Government or a State, county, or other unit of local government, or lawfully recognized tribal government;

(b) in implementing such full-time employment, is sworn to uphold, and make arrests for, violations of Federal, State, county, or tribal law; and

(c) ZHA determines that the presence of the law enforcement officer may deter crime;

provided, however, such housing can be provided through a memorandum of understanding with the appropriate law enforcement agency.

C. **Useful Life.** ZHA shall indicate in the IHP its determination of the useful life of each ZHA-assisted housing unit. Such housing unit shall remain affordable for Low-Income Families for at least the period described in the IHP (e.g., Affordability Period); provided that, if a Homebuyer should pay off a ZHA-managed Homebuyer housing unit prior to the expiration of the Useful Life, at the time of the conveyance of the housing unit, the Homebuyer shall execute a binding commitment to ensure the housing unit remains affordable for the balance of the Useful Life.

V. **WAITING LISTS**

A. **Eligibility Determination.** Upon determination of eligibility for occupancy, pursuant to the ZHA Eligibility and Admission Policy, ZHA shall immediately place the name of the applicant on appropriate occupancy waiting list(s).

B. **Homebuyer Program.** ZHA shall maintain a waiting list, which waiting list shall comply with the requirements and language set forth in ZHA's IHP, of Families that have applied for Homebuyer housing and that have been determined to meet the admission requirements.

C. **Low-Rent Program.** ZHA shall maintain a waiting list, which waiting list shall comply with the requirements and language set forth in ZHA's IHP, of Families that have applied for low-rent housing and that have been determined to meet the admission requirements.

D. **Additional Lists.** In its sole discretion, ZHA may establish additional waiting lists as may be needed, for admission into housing units primarily designed for a specific population; *provided, however*, to be placed on such additional lists, applicants must also be on the Homebuyer and/or the Low-Rent Program waiting list.

E. **Establishment of Waiting Lists.** The names of applicants determined to be eligible shall be placed on the appropriate waiting list(s) according to the date of eligibility determination. The waiting list shall include the date of original application, date of eligibility determination, and the date of any subsequent redetermination of eligibility. Housing units shall be assigned to applicants according to placement on the waiting list; *provided, however*, preferences in selection contained in this Policy and approved by the ZHA Board of Commissioners (Board) shall be applied to housing unit assignment.

VI. MAKING OCCUPANT SELECTIONS

A. Selection.

1. ZHA shall collect, as a part of planning for a Homebuyer project, data on potential Homebuyer Families from the Homebuyer waiting list, which waiting list shall comply with the requirements and language set forth in ZHA's IHP, the ZHA Eligibility and Admission Policy, and this Policy. If there are insufficient eligible applicants on the waiting list, ZHA will publicize the need for more applicants, who will be placed on the waiting list if determined to be eligible.

2. Families on other waiting lists, or who wish to transfer between housing units, projects, or programs (including but not limited to Tenants in Tenant low-rent projects), must apply for selection in order to be considered for Homebuyer housing and in order to be placed on the Homebuyer waiting list. Subject to Preference in Selection criteria (a) Families wishing to transfer between housing units in the same project shall have priority for the first available housing unit of desired size; and (b) the placement on the Homebuyer waiting list of Families wishing to transfer between projects or programs shall be determined solely in accordance with the date of application.

3. Unless deemed to be an Essential Family, admission into ZHA's Homebuyer or Tenant Low-Rent Program may include applicants whose Family income exceeds allowable levels, if there is a need for housing for such Families that cannot reasonably be met without such assistance; *provided* that ZHA uses no more than ten percent (10%) of its annual Indian Housing Block Grant amount planned for the tribal program year for Families whose income falls within eighty to one hundred percent (80-100%) of the Median Income. HUD approval is required if ZHA plans to use more than ten percent (10%) of the amount planned for the tribal program year for such assistance or to provide housing for non-Low-Income non-Essential Families over one hundred percent (100%) of Median Income. The non-Essential, non-Low-Income Indian Family must pay back, at a minimum (i) the amount a Low-Income Family at eighty percent (80%) Median Income is paying back for the assistance; plus (ii) the fair market value of the assistance multiplied by the percentage by which the income of the non-Low-Income Indian Family exceeds eighty percent (80%) of Median Income.

4. Admission to ZHA's Homebuyer or Tenant Low-Rent Program may be granted to non-Low-Income Indian Families and non-Indian Families if ZHA determines in writing that their presence in a ZHA-owned or -operated housing unit is essential to the well being of Indian Families, the non-Indian Family's housing needs cannot reasonably be

met without such assistance, and that admission of the non-Indian Family will not contravene applicable federal and tribal laws.²

B. Notification to Homebuyer Selected Families.

1. The Notice of Selection shall be in writing and shall include the following information:

(a) A statement that the Family has been selected for the Homebuyer project and which site has been approved for the Family.

(b) A Statement of Willingness to execute a Homebuyer’s Occupancy Document shall be enclosed for signature, and signed and returned, to ZHA. The notification shall state the name(s) of the person(s) who must execute the Homebuyer’s Occupancy Document on behalf of the Family.

(c) A statement that the Family will be advised at a later date of the time and place for training activities and execution of the Homebuyer’s Occupancy Document, and of the name(s) of the person(s) who must execute the Homebuyer’s Occupancy Document on behalf of the Family.

(d) If applicable, a statement that, after execution of the construction contract, the Family will receive a notice of confirmation stating the estimated date of completion of the housing unit insofar as such date can be reasonably determined.

(e) A statement that the issuance of the Notice of Selection does not constitute or give rise to any contractual obligation on the part of ZHA.

(f) A statement that the Family’s eligibility shall be subject to verification at the time of the execution of the Homebuyer’s Occupancy Document.

2. ZHA shall also inform a selected Family including a Person with Disabilities that, upon its request, a housing unit to be constructed or rehabilitated shall be made Accessible if the nature of the handicap of the Person with Disabilities so requires. In such case, the selected Family shall consult with the seller or builder/sponsor regarding the specific design features to be provided. If accessibility features selected are ones covered by the Uniform Federal

²Section 201(b)(3) of NAHASDA provides that “a recipient may provide housing . . . for a family [whether Indian or non-Indian] on an Indian reservation . . . if the recipient determines that the presence of the family on the Indian reservation . . . is essential to the well-being of Indian families and the need for housing for the family cannot reasonably be met without such assistance.”

Accessibility Standards, those features shall comply with such standards; *provided* that departure from particular specifications of these standards is permissible in order to accommodate the Person with Disabilities's specific disability. The cost of making a housing unit Accessible under this paragraph shall be included in the mortgage amount within the allowable mortgage limits, if applicable. To the extent such costs exceed allowable mortgage limits, they may be passed on to the prospective Homebuyer, subject to applicable maximum sales price limitations. With respect to the design, construction, or alteration of an individual housing unit, a housing unit is Accessible if it is located on an accessible route and can be approached, entered, and used by a Person with Disabilities. A housing unit that is adaptable and otherwise in compliance with the Uniform Federal Accessibility Standards (see 24 C.F.R. Part 40) is Accessible. When a housing unit in an existing facility that is being made Accessible as a result of alterations is intended for use by a specific qualified Person with Disabilities, the housing unit will be deemed Accessible if it meets the requirements of applicable standards that address the particular disability or impairment of such person.

3. When ZHA determines that an applicant does not meet the admission requirements, ZHA shall so notify the applicant in writing. The notice shall state the basis for the determination and shall state that the Family is entitled to an informal hearing by ZHA if a request for such hearing is made within a reasonable time as specified in the notice. If ZHA determines that an applicant meets the admission requirements but is not to be selected for a certain Homebuyer project, ZHA shall so notify the applicant in writing. The notice shall also state that the applicant will remain on the waiting list for consideration in the event of vacancies or availability of additional Homebuyer housing.

C. Low-Rent Selections and Notification.

1. A Family accepted as a Tenant in a low-rent project must be so notified in writing and must sign and abide by a Tenant's Occupancy Document. A Tenant's Occupancy Document is the document giving rise to a Participant's right of occupancy or use of a housing unit and has a term of one (1) year.

2. If ZHA determines that an applicant does not meet the admission requirements, ZHA shall so notify the applicant in writing. The notice shall state the basis for the determination and shall state that the Family is entitled to an informal hearing by ZHA if a request for such hearing is made within a reasonable time as specified in the notice. If ZHA determines that an applicant meets the admission requirements but is not to be selected for occupancy, ZHA shall so notify

the applicant in writing. The notice shall also state that the applicant will remain on the waiting list for consideration in the event of vacancies or availability of additional housing.

3. If the signer of the Tenant's Occupancy Document ceases to be a member of the Tenant Family, or if the Family transfers from one housing unit to another, a new Tenant's Occupancy Document must be executed.

4. If, at any time during the term of the Tenant's Occupancy Document, a change in the Tenant's status requires a change in or amendment to any provision, either a new Tenant's Occupancy Document must be executed or an appropriate amendment must be prepared and made a part of the existing Tenant's Occupancy Document.

5. All Tenant's Occupancy Document and amendments are to be dated and signed by the Tenant(s) and ZHA.

D. **General Notification Requirements.** Any notice by the Executive Director or ZHA to the applicant required by law or this Policy shall be deemed to have been given when deposited in the United States mail, postage prepaid, addressed to the applicant at the housing unit at issue and to such other address as may have been provided to ZHA by the applicant.

E. **Assignment of Housing Units.**

1. No person shall move into any ZHA housing unit until an Occupancy Document has been fully executed. Signatures of the Homebuyer or Tenant, the appropriate Tenant Service Representative, and the Executive Director must be on the Occupancy Document in order for it to be considered fully executed.

2. Prior to Homebuyer or Tenant occupancy of a ZHA-assisted housing unit, ZHA shall perform a move-in inspection of the housing unit to ensure that it is safe, sanitary, and poses no immediate or apparent threats to occupant health or safety. The move-in inspection sheet shall be signed by the ZHA employee responsible for inspection of the housing unit, the Homebuyer or Tenant, and one other ZHA staff member. One copy of the inspection shall be left at the housing unit, and one copy shall be placed in the Homebuyer or Tenant file at ZHA.

VII. **PREFERENCE IN SELECTION**

A. **Tribal Preference.** Preference in assignment of housing units will be provided first to members of the Tribe,

followed by other Indians, in accordance with the eligibility criteria of this Policy.³

B. Date of Eligibility. ZHA will give preference in housing to applicants based on the date of eligibility determination.

C. Ability to Pay. ZHA may consider the ability to pay as a factor in assignment to housing units. Ability to pay may be based on the applicant's credit history, history (current and past) of payments to ZHA, payment of required deposits, income verification, documentation of current living expenses (*e.g.*, food, clothing, and transportation) and housing costs (*e.g.*, rent and utilities), and willingness to sign irrevocable payroll deductions in assigning persons to the waiting list.

D. Preference for Accessible Housing Units. In a multi-Family housing project having Accessible housing units, when an Accessible housing unit becomes vacant, before offering such housing unit to a non-disabled applicant, ZHA shall offer such housing unit:

1. First, to a current occupant of another housing unit of the same project, or comparable projects under common control, having disabilities requiring the accessibility features of the vacant housing unit and occupying a housing unit not having such features; or, if no such occupant exists, then

2. Second, to an eligible qualified applicant on the waiting list having a disability requiring the accessibility features of the vacant housing unit.

3. When offering an Accessible housing unit to an applicant not having disabilities requiring the accessibility features of the vacant housing unit, ZHA may require the applicant to agree (and may incorporate this agreement in the lease) to move to a non-accessible housing unit when one becomes available.

E. Preference for Elderly Housing Units.

1. ZHA will give preference to Elderly, Disabled, or Displaced Families in determining priority for

³For the purpose of homeownership, only members of the Tribe eligible to receive assignments of land may own a housing unit on the lands of the Tribe. If, prior to conveyance of a housing unit to a Homebuyer, ZHA is advised by the Tribe that the Homebuyer is not an enrolled member, ZHA shall, prior to initiation of termination and eviction procedures, provide the Homebuyer with written notice that he or she is ineligible to purchase the housing unit. If the Homebuyer disagrees with this determination, he or she may, within thirty (30) calendar days, provide written proof of his or her membership in the Tribe on a form approved by the Tribe and obtained through the Tribe's administrative procedures. ZHA has no obligation to assist the Homebuyer in obtaining proof of membership. If the Homebuyer is unable to provide ZHA with proof of membership within the time frame allowed, ZHA shall initiate termination and eviction procedures.

admission to Elderly Projects.

2. ZHA will give preference to Elderly, Disabled, or Displaced Families over Near-Elderly Families, and Near-Elderly Families will be given preference over single persons.

3. ZHA must conduct outreach to attract eligible Elderly, Disabled, or Displaced Families for Elderly housing units, including, where appropriate, such Families residing in general occupancy projects.

4. ZHA will give preference to Near-Elderly Families in determining priority to admission to Elderly Projects, when ZHA determines that there are not enough eligible Elderly, Disabled, or Displaced Families to fill all the housing units currently vacant or expected to become vacant in the next twelve (12) months.

5. In no event may ZHA admit a Near-Elderly Family if there are eligible Elderly, Disabled, or Disabled Families on ZHA's waiting list that would be willing to accept a suitable vacant housing unit in that project.

F. **Preference Point System.** In its sole discretion, ZHA may establish a system allocating points for preferences established in this Section and for other preferences that may, from time-to-time, be deemed reasonable.

G. **Change in Preference Order.** Application of preference allowed under this Section may result in a change of other Families' positions on ZHA's occupancy waiting lists.

H. **Essential Families and Law Enforcement.** In its sole discretion, ZHA may assign housing to Essential Families or the Families of law enforcement officers before other Participants.

VIII. CALCULATION OF MONTHLY PAYMENTS

A. **Adjusted Income.** Required Monthly Payments are based on Adjusted Income. In determining Adjusted Income, allowable deductions from Annual Income include:

1. A deduction of \$480 for each member of the Family residing in the household (other than the Head of Household and the Spouse) who is under eighteen (18) years of age, or who is eighteen (18) years and older and is a Person with Disabilities or a full-time student. No more than one deduction may be claimed for any one person in the Family.

2. A deduction of \$400 for any Elderly or Disabled Family.

3. The amount by which three percent (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, to the extent necessary to enable another member of the Family to be employed or to further his or her education.

5. The amount of any earned income of any member of the Family who is less than eighteen (18) years of age not previously excluded in the determination of Annual Income.

6. Excessive travel expenses, not to exceed \$40 per Family per week, for employment- or education-related travel. Excessive travel expenses will be authorized only when the roundtrip distance between home and the workplace or the educational facility is thirty miles or more per trip.

7. Such other amounts as may be provided for by ZHA.

B. Required Monthly Payment. The Required Monthly Payment is the payment under an agreement for the purchase of a home and, for a low-income participant, cannot exceed thirty percent (30%) of adjusted gross income.

C. Participant Lease Purchase Agreement. The initial Required Monthly Payment for a Participant Lease Purchase Agreement shall be as stated in the Agreement, but cannot exceed twenty-two percent (22%) of the Homebuyer's monthly Adjusted Income. Subsequent to establishment of the initial Required Monthly Payment, the Required Monthly Payment cannot exceed thirty percent (30%) of the Homebuyer's monthly Adjusted Income.

D. Calculation of Tenant Rent. Tenant Rent shall be the lesser of the following, rounded to the nearest dollar:

1. For Low-Income Families:

(a) thirty percent (30%) of monthly Adjusted Income; provided however, rent for families who initially occupied their unit with a rent calculated at a lower percentage shall remain as originally determined for three (3) years; or

(b) If the Family receives welfare assistance from a public agency, and a part of such payments,

adjusted in accordance with the Family's actual housing costs, is specifically designated by such agency to meet the Family's housing costs, the monthly portion of such payments that is so designated. If the Family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from the application of the percentage.

2. For non-Low-Income Families and non-Essential Families at the time of initial occupancy:

(a) The Tenant Rent for a non-Low-Income Family will be based on a ratio of the Family's Annual Income to Median Income without deductions for allowances.

(b) Tenant Rent shall be determined pursuant to the following formula:

$$\frac{\text{(Family Annual Income)}}{\text{(80\% of Median Income for Family size)}} \times \text{(30\% of Median Income for Family size)} = \text{Tenant Rent}$$

3. Tenant Rent for Essential Families, non-Low-Income Families who were low-income at the time of initial occupancy, and Families of law-enforcement officers shall be determined as if the Family is a Low-Income Indian Family.⁴

E. **Caps.** In its sole discretion, the Board may establish maximum limits for monthly payments, based on fair market rents established by HUD for the McKinley County area, charged to Low-Income and Essential Families. The monthly payment cannot exceed the cap established for the housing unit.

F. **Payment Floors.** In its sole discretion, the Board may establish minimum monthly payments for Low-Rent or Homeownership housing units based on average amounts necessary for the operation and upkeep of such units. The monthly payment cannot be less than the payment floor established for the housing unit.

G. **Utility Surcharges.** Tenant Rent does not include surcharges for excess Utility consumption or other miscellaneous charges.

⁴Pursuant 24 C.F.R. § 1000.110(a), a Family (whether Indian or non-Indian) who was low-income at the time of initial occupancy but subsequently became non-low income may continue to participate in the Low-Rent Program in compliance with ZHA's Eligibility and Admission Policy and Occupancy and Relocation Policy for Homebuyer and Tenant Projects. It is in the sole discretion of ZHA whether language found at 24 C.F.R. § 1000.110(d) providing that non-Low-Income-Families cannot receive the same benefits provided to low-income Families will be applied to such Families. ZHA has chosen not to apply the provision.

Pursuant to 24 C.F.R. § 1000.110(e), the requirement to charge increased rents under subsection (d) does not apply to Families deem essential under this Policy.

IX. EXAMINATION AND REEXAMINATION OF FAMILY INCOME AND STATUS

In addition to the provisions contained in this Section, Participants must comply with the examination and reexamination provisions contained in the ZHA Eligibility and Admission Policy. The requirements for examination and reexamination of Family eligibility are different for Homebuyers purchasing their housing units pursuant to a Participant Lease Purchase Agreement than they are for other Participants.

A. Examination and Reexamination–Participant Lease Purchase Agreement.

1. For the purpose of determining the Required Monthly Payment amount under a Participant Lease Purchase Agreement, ZHA shall examine the Homebuyer Family's earnings and other income prior to initial occupancy, and state such payment amount in the Participant Lease Purchase Agreement.

2. Subsequent to the execution of the Participant Lease Purchase Agreement, if the Homebuyer determines that his or her Required Monthly Payment exceeds thirty percent (30%) of his or her monthly Adjusted Income, the Homebuyer may request a recertification. If ZHA determines that the Required Monthly Payment does exceed thirty percent (30%) of the Homebuyer's monthly Adjusted Income, the Required Monthly Payment shall be reduced to equal not more than thirty percent (30%) of such Adjusted Income and the term of the Lease Purchase Agreement shall be adjusted to account for the reduction in payments.

3. If the Homebuyer's Required Monthly Payment is reduced pursuant to this Section, the Homebuyer will be subject to annual reexaminations of the Homebuyer's Family's earnings and other income until such time as the Required Monthly Payment is equal to the Required Monthly Payment stated in the original Occupancy Document.

2. Decreases in the Required Monthly Payments are to be made effective on the first day of the month following that month in which the change was reported; however, no downward monthly payment adjustments are to be processed until all the facts have been verified.

4. Increases in monthly payments are to be made effective on the first day of the second month in which the change occurred; however no upward monthly payment adjustments are to be processed until all facts have been verified.

3. The exception from reexamination provided herein is not applicable to Homebuyer requests for

maintenance, rehabilitation, or other service provided by ZHA, which services require a review of income; nor does it prevent ZHA from undertaking minimal reexamination to determine the existence of disqualifying circumstances or conditions (*e.g.*, absence of Homebuyer, criminal convictions, waste, or failure to maintain the housing unit).

B. Examination and Reexamination of Other Occupancy Documents.

1. For the purpose of determining or making adjustments, if required, in the Required Monthly Payment or Tenant Rent, and, if applicable, determining whether the Homebuyer is required to purchase the housing unit in accordance with the Homebuyer's Occupancy Document, ZHA shall examine the Participant Family's composition, earnings, other income, and any other changes to the Family's status prior to initial occupancy and shall make periodic reexaminations thereafter at least once a year. Annual Income recertifications are required for all Participants.

2. The Participant's reexamination date shall coincide with the anniversary date of the Participant's initial occupancy, except that the date of the first reexamination may be extended if necessary to fit the reexamination schedule established by ZHA. The reexamination process shall commence not more than two (2) months and not less than one (1) month prior to the reexamination date. Data assembled at the time of the reexamination shall be retained in the Participant's file.

3. The Participant and Family shall be required to submit all requested information, including but not limited to proof of the Family's members, annual income, current living expenses (*e.g.*, food, clothing, and transportation) and housing costs (*e.g.*, rent and utilities), and any changes in the Family's information, including criminal records, for completion of an Application for Continued Occupancy and Reexamination which must be signed by the Participant(s) and the interviewer and the required certification completed by ZHA. The Participant's failure to provide all requested information and/or to sign the Application for Continued Occupancy and Reexamination may result in the termination of the Participant's right of occupancy.

4. Within forty-five (45) calendar days after receiving all the information required for the reexamination, ZHA shall notify the Participant in writing of the following:

(a) Eligibility status and, if ineligible, the action to be taken.

(b) The change, if any, to be made in the Required Monthly Payment or Tenant Rent and the

effective date thereof.

(c) Any instances of misrepresentation or non-compliance with the Tenant's Occupancy Document or Homebuyer's Occupancy Document, HUD regulations, or ZHA policies, and any corrective or punitive action which is to be taken.

(d) If ZHA determines that the Participant, at the time of admission or at any subsequent reexamination, knowingly made misrepresentations that have resulted in the payment of a lower monthly payment than he or she should have paid, the Participant is to be required to pay the difference between the amount paid and what should have been paid; interest thereon may be charged, at ZHA's sole discretion.

C. **Increase in Annual Income Not Cause for Termination.** Once a Family is determined to be eligible and executes a valid Occupancy Document, the Occupancy Document may not be terminated solely because of an increase in Annual Income.

D. **Changes in Head of Household Status.** ZHA recognizes that Participant Families may experience a change in Head of Household status; a change will be allowed if the change is permanent and supported by documentation (*e.g.*, determination of incompetency).

1. A change in Head of Household status for a Participant Family will be allowed if:

(a) The change in Head of Household status is to another Tribal member; or

(b) The change in Head of Household status is to a non-Indian or a member of a different

federally recognized Indian tribe and:

(1) the change does not cause the Participant Family to be ineligible for continued occupancy under this Policy; or

(2) the new Head of Household is the primary custodial parent of children who are members of the Tribe.

2. A change in Head of Household status will not be allowed:

(a) if the change is not supported by documentary evidence; or

(b) the change results in the Family becoming ineligible for continued occupancy under this

Policy.

E. Termination for Ineligibility. Families who are ineligible for continued occupancy will be notified in writing and allowed up to three (3) months to move from the project, at ZHA's discretion. Ineligible Participants who do not move voluntarily by the date specified in their vacate notices are to be evicted unless it is determined that, due to special circumstances, the Family is unable to find decent, safe, and sanitary housing within its financial reach although making every reasonable effort to do so. In such event, a record is to be made of the applicable circumstances, together with the efforts made by the Family to locate suitable housing. Vacate notice extensions may be granted to such Families on a case-by-case basis, and rents will be increased in accordance with the schedule of rents.

F. Special Reexamination. If, at the time of admission or regular reexamination of a Participant clearly of Low Income, it is not possible to determine Annual Income with any reasonable degree of accuracy, a temporary determination of income and rent is to be made and a special reexamination scheduled within ninety (90) calendar days, depending upon the estimated time required for the Family circumstances to stabilize. The Participant is to be notified of the date of the special reexamination.

G. Changes Occurring Between Reexaminations. No Required Monthly Payment or Tenant Rent is to be changed between periodic reexaminations except:

1. Participants are required to report the loss of a Family member through death, divorce, or other continuing circumstances, to report changes in monthly household income unless otherwise excepted, and to report the addition of a Family member by marriage, birth, or other circumstance.

2. Any Participant who requests a reduction in Tenant Rent or Required Monthly Payment or reports a change in Family circumstances shall be given an interim income redetermination, and, if upon verification, the existing Required Monthly Payment or Tenant Rent exceeds thirty percent (30%) of the Participant's Family income, an appropriate adjustment shall be effected. If the Required Monthly Payment or Tenant Rent is decreased, the Participant must report all changes in Family circumstances that would result in an increased Required Monthly Payment or Tenant Rent, which changes occur prior to the next regular reexamination, and the Required Monthly Payment or Tenant Rent will be appropriately adjusted.

3. Failure to report the occurrence of such losses or changes may result in a retroactive Required Monthly Payment or Tenant Rent charge, with interest.

4. Increases in Required Monthly Payment or Tenant Rent are to be made effective on the first day of the second month following that month in which the change occurred.

5. Decreases in Required Monthly Payment or Tenant Rent are to be made effective on the first day of the month following that month in which the change was reported; however, no downward Required Monthly Payment or Tenant Rent adjustments are to be processed until all the facts have been verified.

6. ZHA shall verify the information submitted by the Participant to assure the accuracy of the data upon which determinations as to eligibility for continued occupancy and changes in a Required Monthly Payment or Tenant Rent are made (either by scheduled reexamination or an interim reexamination).

X. OCCUPANCY STANDARDS

A. **Standards.** The number, age, sex, and relationship of persons permitted to occupy any ZHA housing unit should conform to reasonable standards of health and privacy as determined by the Tribe and allow flexibility to accommodate changes in Family composition.

B. **Housing Unit Size.** Housing units will normally be assigned so that the living room will not be used for sleeping purposes; and, at the request of a Participant, housing unit size will be large enough so that persons of the opposite sex will not be required to occupy the same bedroom, with the exception of infants and very young children and husbands and wives.

C. **Utilities.**

1. The Participant is responsible for securing and paying for Utility services, and is responsible for contacting the appropriate Utility companies when the Participant moves in and moves out. The Participant must open an account at the appropriate Utility companies in his or her name. If a Participant is unable to secure Utilities and have the billing transferred to his or her name within two (2) weeks of receipt of the Notice of Selection, the Notice will be rescinded and the housing unit reassigned to another eligible low-rent Family.

2. The Participant shall be neither responsible for a former Participant's charges for Utilities nor

responsible for any debts owed by such former Participant.

3. At a minimum, the Participant shall maintain electricity, gas, water, in the housing unit during the term of the Participant's Occupancy Document.

4. The Participant's Occupancy Document may be terminated if the Participant fails to pay, in a timely manner, any Utility charge owed and water, electricity, and/or gas is disconnected or terminated due to the Utility charges being owed.

5. In advance of move out, the Participant must contact each Utility company with which the Participant has an account to have the account terminated. The Participant shall be responsible for all Utility charges incurred from commencement of Utility services to termination of such services. If the Participant neglects to contact appropriate Utility companies upon move out, the Participant remains responsible for all additional charges incurred for Utility services provided until the Utility companies are notified of the termination of occupancy by ZHA and services are terminated.

D. Deposits.

1. Participants in the Low-Rent Program shall pay a one time security and cleaning deposit of five hundred dollars (\$500). Such deposit shall be placed in an interest bearing account and, upon termination of the Participant's Occupancy Document, shall be returned to Participant less any reasonable charges for cleaning and repairs. If a Participant does not have sufficient funds to pay the deposit at the time of occupancy of a housing unit, ZHA may enter into an agreement allowing payment of such deposit over time, not to exceed forty-five (45) calendar days.

2. Upon termination of the Participant's Occupancy Document, the security and cleaning deposit shall be returned to Participant less any reasonable charges for cleaning and repairs. Participant-paid security and cleaning deposits may not be used for payment of last month rent; provided however, if, after deduction for cleaning and damage repairs are made, a balance of the deposit remains, ZHA may apply such balance against rental arrears with the written consent of the Tenant.

E. Participant House Key. Duplicate keys may be obtained by Participants at ZHA offices for a charge of \$5.00 per key. Upon vacating a Low-Rent Program housing unit, the Tenant must return all keys to ZHA. Tenants shall not change

door knobs or locks.

F. Regular Inspections. To ensure the timely periodic maintenance of the housing unit by the Family, ZHA shall conduct a complete interior and exterior examination of each housing unit, including a review of the standard of housekeeping, on a regular basis but not less frequently than once each year and shall furnish a copy of the inspection report to the Homebuyer or Tenant. Subsequent inspections of each housing unit shall be due within thirty (30) days of the anniversary of the initial inspection conducted under the ZHA Maintenance Policy.

G. Maintenance. In the event that a housing unit requires emergency repairs, the Participant shall immediately notify ZHA. If the office is closed, the Participant shall leave a message for ZHA. For water and wastewater repairs, the Participant shall immediately contact the tribal Utility. The Participant may be charged for repairs. All deliberate and/or negligent damages to the housing unit or yard equipment will be charged to the Participant upon completion of the work order. Non-emergency requests shall be made during regular business hours.

H. Continued Occupancy. Participants are eligible for continued occupancy only if they qualify as a Family or a member of a Participant Family, and they comply with the terms and conditions of their Occupancy Documents and applicable ZHA and HUD policies.

I. Guests. Guests of occupants may reside in a ZHA housing unit for no more than two weeks; provided that, upon notice to ZHA, ZHA, in its sole discretion may, upon request and in writing, extend the period of time within which a guest may reside in a ZHA housing unit. After two weeks or any extension thereof granted by ZHA, ZHA will consider the guest a member of the Family occupying the ZHA housing unit, for purposes of Annual Income and eligibility.

J. Determination of Successor Upon Death of Homebuyer.

1. Homebuyer may name a designated successor to the Homebuyer's Occupancy Document in writing; provided that, to remain effective, such designation must be reviewed and approved in writing by Homebuyer at least once every two (2) years.

2. Subject to contrary provisions in a Homebuyer's Occupancy Document, if a Homebuyer dies without having designated a successor, or if the designated successor fails to qualify, ZHA may designate the successor to the housing unit as follows in descending order of priority, if such persons qualify:

(a) Surviving Spouse living in the housing unit at the time of the Homebuyer's death if such Spouse was identified in writing by the Homebuyer prior to his or her death;

(b) Surviving child or children living in the housing unit at the time of the Homebuyer's death;

(c) Surviving parent living in the housing unit at the time of the Homebuyer's death;

(d) Surviving sibling living in the housing unit at the time of the Homebuyer's death; or

(e) Surviving child or children not living in the housing unit at the time of the Homebuyer's

death, provided that the housing unit shall be offered first to the oldest surviving child.

3. ZHA shall first consider for the successor to a deceased Homebuyer those persons fitting the categories listed above, limiting selection to Tribal members; provided, however, that if the surviving Spouse is a non-member, he or she may be granted a life estate in the housing unit with the consent of the Tribal Council. If no Tribal member is eligible within such categories, ZHA shall then consider for the successor other Indians fitting the identified categories.

4. Any person listed above, in order to become a duly designated successor, must meet all ZHA requirements to be a Homebuyer and must sign a successor Homebuyer's Occupancy Document agreeing to be bound by all the terms and conditions of the original Homebuyer's Occupancy Document.

5. So long as the housing unit remains under its management and control, ZHA may apply to the appropriate court for an order determining succession rights to the housing unit.

6. If no appropriate and eligible successor can be determined, ZHA shall terminate the Occupancy Document and assign the housing unit to the first eligible person on the waiting list.

K. Determination of Successor Upon Death of Tenant.

1. If a Tenant dies, ZHA may designate a successor to the low-rent housing unit as follows in descending order of priority, if such person qualifies as a low-rent Tenant:

(a) Surviving Spouse living in the housing unit at the time of the Tenant's death if such Spouse was identified in writing by the Tenant prior to his or her death;

- (b) Surviving child or children living in the housing unit at the time of the Tenant's death;
- (c) Surviving parent living in the housing unit at the time of the Tenant's death; or
- (d) Surviving sibling living in the housing unit at the time of the Tenant's death.

2. ZHA shall first consider for the successor to a deceased Tenant those persons fitting the categories listed above, limiting selection to members of the Tribe; provided however, that a surviving Spouse may be designated successor to the housing unit regardless of membership status if there are minor children remaining in the housing unit and such minor children are under the care and custody of the non-member surviving Spouse. If no tribal member is eligible within such categories, ZHA shall then consider for the successor other Indians fitting the identified categories.

3. Any person listed above, in order to become a duly designated successor, must meet all ZHA requirements to be a low-rent Tenant and must sign a new Tenant Rental Agreement agreeing to be bound by all the terms and conditions contained therein.

4. If no appropriate and eligible successor can be determined, ZHA shall terminate the Occupancy Document and assign the housing unit to the first eligible person on the waiting list.

XI. TRANSFERS

A. **General Policy.** Transfers will be made without regard to race, color, national origin, sex, religion, or familial status. Occupants can be transferred to accommodate a disability.

B. **Initial Offer.** Occupants will receive one offer of transfer. Refusal of the offer without good cause will result in termination of the Occupancy Document for mandatory transfers or the removal of the household from the transfer list for voluntary transfers.

C. **Mandatory Transfers.** Priority for transfer and the order in which Families are transferred are as follows. The following transfers shall take priority over new admissions.

1. Transfers when the housing unit or building conditions poses an immediate threat to occupant life, health or safety, as determined by ZHA. Emergency transfers within sites or between sites may be made to permit repair of housing unit defects hazardous to life, health, or safety; or to alleviate verified disability problems of a life threatening nature.

2. Transfers to provide housing options to occupants who are victims of hate crimes or extreme harassment; alleviate verified disability problems of a serious (but not life-threatening) nature; permit modernization or demolition of housing units; or permit a Family that requires a housing unit with Accessible features to occupy such a housing unit. Requests for these transfers will be made to the Executive Director of ZHA or other designated person. The occupant shall provide the necessary documentation to substantiate the need for such transfers. Transfers also may be initiated by ZHA (*e.g.*, moving a person with mobility problems to a housing unit with Accessible features).

3. Administrative transfers within sites or between sites to correct serious occupancy standards problems. Transfers to correct occupancy standards will only be made if the Family size is so small that it includes fewer persons than the number of bedrooms, or so large that the household members over age six (6) would equal more than two persons per bedroom. If a Family's size is between the smallest and the largest size permissible for the housing unit, the Family may request a transfer.

4. Transfers within sites or between sites to correct occupancy standards and to avoid concentration of the most economically and socially deprived Families. Such transfers shall be voluntary if the Family is between the minimum and maximum occupancy standard but the Family requests a transfer, for example, to permit older children of opposite sexes to have separate bedrooms.

D. Split-Family Transfers. Families that split into two "new" households may be transferred to two different housing units or a portion of the "old" household may be transferred to another housing unit depending on Family circumstances and housing unit availability. Options for split-Family transfers will be considered in a manner that minimizes the impact on vacant housing units. Such transfers will be made in a manner that best benefits ZHA.

1. A request for a split-Family transfer must be based on change in Family composition that is permanent and supported by documentation (*e.g.*, circumstance deemed appropriate by ZHA);

2. Split-Family transfers are voluntary and requests for such transfers shall be reviewed by ZHA on a case-by-case basis;

3. Assignment of housing units to split-Families will be based on the availability of housing units that meet the needs and size of the Families; and

4. Split-Family transfers will be processed as administrative transfers.

E. Processing Transfers.

1. A centralized transfer waiting list will be administered by ZHA. ZHA staff is responsible for submitting requests for transfer, including necessary documentation, to the Executive Director.

2. Transfers will be sorted into priority by ZHA.

3. Transfer applications will be sorted by the date that the completed file (including any verification needed) is received.

4. Transfers to correct occupancy standards may be recommended at the time of re-examination or interim redetermination. This is the only method used to determine over/under housed status.

5. Occupants in an over/under housed status will be advised in their thirty (30) calendar day "Notice of Result of Reexamination" that a transfer is recommended and that the Family has been placed on the transfer list. Interviewers will record transfer recommendations in duplicate for each Family affected by the transfer.

6. Administrative transfers will be processed with new admissions using a ratio of one (1) transfer for every four (4) new admissions. This ratio is discretionary and will be reviewed at least annually to determine its effects on vacancy. Based on recommendations from staff, ZHA may authorize a change in this ratio or suspend the processing of this type of transfer.

F. Good Record Requirement for Transfers.

1. In general, and in all cases of all resident-requested transfers, occupants will be considered for transfers only if the Head of Household, or any other Family members or guests for the past three (3) years:

- (a) Have not engaged in drug-related or any activity that threatens the health and safety of occupants and staff;

- (b) Do not owe back rent or other charges, or evidence a pattern of late payment;

- (c) Meet reasonable housekeeping standards and have no housekeeping Occupancy Document violations;

- (d) Can get Utilities turned on in the name of the Head of Household; and

(e) Have no other serious or repeated violations of the material terms of an Occupancy Document or other good cause for Occupancy Document termination as evidenced by a Notice of Termination issued.

2. Exceptions to the good record requirements may be made for emergency transfers or when it is to ZHA's advantage (*e.g.*, a single person is living alone in a three bedroom housing unit and does not want to move) to move forward with the transfer. The determination to make an exception to the good record requirement will be made by ZHA.

3. Absent a determination of exception, the following policy applies to transfers:

(a) If back rent is owed, the occupant will not be transferred until a payment plan is established or, if prior payment plans have failed, back rent is paid in full.

(b) An occupant with housekeeping standards violations will not be transferred until he or she passes a follow-up housekeeping inspection.

G. **Cost of Transfers.** Participants shall bear the cost of most transfers. Transfers requested or required by ZHA, such as demolition, modernization, or accessibility transfers, will be paid for or made by ZHA.

XII. RELOCATIONS

A. **Compliance.** ZHA shall certify to HUD that it will comply with the URA, 49 C.F.R. Part 24, and 24 C.F.R. §1000.14, including the issuance of all required relocation notices. ZHA shall ensure such compliance, notwithstanding any third party's contractual obligation to ZHA to comply with the provisions in this Section.

B. **Minimize Displacement.** ZHA must take all reasonable steps to minimize the displacement of persons occurring as a result of a federally-assisted project resulting in rehabilitation or demolition of a ZHA owned or managed rental housing unit or acquisition of the real property for a ZHA project. For purposes of this section, "person" means individual, family, businesses, nonprofit organizations, and farms.

C. **Temporary Relocation.** ZHA shall provide the following to residential tenants who will not be required to move permanently but who must relocate temporarily for a NAHASDA assisted project:

1. Reimbursement for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, including the cost of moving to and from the temporarily occupied housing and any increase in

monthly housing costs (*e.g.*, rent, Utility costs); provided however:

- (a) ZHA is not responsible for deposit fees or damages to the temporary unit; and
- (b) A Tenant may choose to receive a fixed moving cost payment as an alternative to a payment

for actual moving and related expenses.

2. Appropriate advisory services, including reasonable advance written notice of:

- (a) The date and approximate duration of the temporary relocation;
- (b) The location of the suitable, decent, safe, and sanitary dwelling to be made available for

the temporary period;

- (c) The terms and conditions under which the Tenant may occupy a suitable, decent, safe, and sanitary dwelling in the building/complex during completion of the repairs; and

- (d) The provisions of paragraph (C)(1) of this Section.

D. Relocation Assistance for Displaced Persons or Displaced Families.

1. A Displaced Person or Displaced Family must be provided relocation assistance at the levels described in, and in accordance with the requirements of URA and 49 C.F.R. Part 24, including rent; provided however, that the term of occupancy for a rental replacement housing unit shall not exceed forty-two (42) months, and that any assistance provided for rent shall be calculated in accordance with 49 C.F.R. §24.402(b) with such assistance not to exceed \$5,250. Such rental assistance shall also be made available to a person or Family required by ZHA to transfer to another housing unit pursuant to this Policy, provided that such transfers are for:

- (a) when a housing unit or building conditions pose an immediate threat to occupant life,

health, or safety, as determined by ZHA; or

- (b) correcting serious occupancy standards problems within or between sites (*e.g.*, correct

occupancy per bedrooms within housing units).

2. Notwithstanding the provisions of this Section, a person does not qualify as a “Displaced Person or Displaced Family” (and is not eligible for relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA)(42 U.S.C. §§4601-4655), or this Section if:

(a) Before signing a lease or commencing occupancy, the person was provided by ZHA with written notice of the project and its possible impact (*e.g.*, the person may be displaced, temporarily relocated, or suffer a rent increase), and further stating that the person would not qualify as a “Displaced Person or Displaced Family.”

(b) The person is ineligible under 49 C.F.R. § 24.2(a)(9)(ii).

(c) ZHA determines the person is not displaced as a direct result of acquisition, rehabilitation, or demolition for an assisted project. To exclude a person on this basis, HUD must concur in that determination.

3. Any claim for relocation assistance shall be supported by documentation as may be reasonably required to support expenses incurred such as bills or other evidence of such expenses.

4. ZHA may at any time ask HUD to determine whether a specific displacement is or would be covered under this Section.

E. Appeals to ZHA. A person who disagrees with the ZHA’s determination concerning whether the person qualifies as a Displaced Person or Displaced Family, or the amount of relocation assistance for which the person is eligible, may file a written appeal of that determination with ZHA. Appeals may be taken pursuant to ZHA’s Participant Grievance Policy and Procedures.

F. Responsibility of ZHA.

1. The cost of required relocation assistance is an eligible project cost in the same manner and to the same extent as other project costs. However, such assistance may also be paid for with funds available to ZHA from any other source.

2. ZHA shall maintain adequate records of its acquisition and displacement activities in sufficient detail to demonstrate compliance with the URA and 49 C.F.R. Part 24.

XIII. OCCUPANCY RULES CONCERNING FIREARMS, SAFETY, FIREWORKS, PETS AND LIVESTOCK, AND OTHER MATTERS

A. Firearms. Careless maintenance or use of firearms in a reckless or unacceptable manner is dangerous and threatens the health, safety, and welfare of all residents, guests, and employees of ZHA projects. Firearms include B.B. and/or pellet guns. Participants are responsible for the acts of their resident Family members and are required to take all reasonable steps to assure compliance by their guests and other invitees. Violation of this policy may be grounds for

termination of Participant's Occupancy Document with ZHA and for other legal sanctions.

1. Firearms Rules.

(a) Any Participant or member of a Participant's household who possesses a state or federally issued license to carry a concealed weapon on his or her person must notify ZHA that he or she is so licensed upon initial occupancy of a housing unit or, if such individual obtains such a license during his or her occupancy of a housing unit, within five (5) working days of issuance of the license. Failure to provide proper notification to ZHA shall be considered a breach of the terms and conditions of occupancy.

(b) Any Participant or member of a Participant's household who intends to keep a firearm in a housing unit must notify ZHA. Participants are required to ensure that firearms in their housing units are unloaded or secured. When a Participant is transporting a firearm to or from the housing unit and while in a ZHA housing area, the firearm must be unloaded at all times.

2. Firearms Violations.

(a) The possession of a loaded or an unsecured firearm in a housing unit is a violation of the terms and conditions of occupancy that may result in termination of the Participant's Occupancy Document.

(b) If, during an inspection of the housing unit by ZHA, or during any other occasion wherein ZHA staff have reason to be in the housing unit, a firearm is found to be unsecured, the Participant shall immediately secure such firearm and be issued a warning by ZHA. Such warning shall contain a provision authorizing ZHA to conduct periodic inspections of the housing unit for the following six months to determine whether all firearms in the housing unit remain secured. If, during any such subsequent inspection, any firearm is determined to be unsecured, the Participant shall be subject to termination of his or her Occupancy Document.

(c) No Participant, member of Participant's household, or guest of either may discharge a firearm in or around a ZHA project or structure, threaten to discharge a firearm, or make a firearm-related threat against any person in a housing unit or around a ZHA project or structure. If, in or around a housing unit or ZHA project or structure, a Participant, any member of the Participant's household, or a guest of either, discharges a firearm, threatens to discharge a firearm, or makes any other threats while possessing a firearm, whether verbal or by gestures, ZHA shall terminate

immediately the Participant's Occupancy Document pursuant to the termination provisions of the ZHA Collection and Termination Policy and Procedure.

(d) Except as otherwise provided herein, violation of this Firearms policy may be grounds for termination of a Participant's Occupancy Document with ZHA and for imposition of any other available legal sanctions. Any termination based on a firearms violation shall be pursuant to the ZHA Collection and Termination Policy and Procedure as appropriate.

B. Safety Measures In and Around the Housing Unit.

1. Gasoline and other flammable solvents and propane tanks shall not be stored in the housing units, and such gasoline and flammable solvents shall not be used as cleaning agents; provided however, commonly used flammable substances, such as gasoline, kerosene, charcoal fluid, and lighter fluid, may be stored in the housing unit or any ZHA-provided storage area if such substances are retained in approved sealed containers.

2. ZHA expects all occupants to be familiar with all gas, electric, and water shut-off valves to the housing unit.

3. Participants and members of the Participant's household shall not tamper with any electrical or gas controls of the range, furnace, refrigerator, or water heater.

4. To prevent damage to the housing unit, antennas or wireless cable dishes may not be installed physically to the housing unit or the housing unit roof. Satellites and wireless cable dishes may be installed on a post adjacent to the housing unit, but only pursuant to written permission of ZHA.

5. Participants shall not use or store outside their housing units, nor on their patios or porches, electrical or gas appliances not manufactured for outside use, or non-working appliances. Such appliances shall include but not be limited to dishwashers, dryers, ovens, ranges, refrigerators, and washers.

C. Fireworks. The possession or ignition of fireworks in ZHA housing areas is strictly prohibited. For the purposes of this Policy, the term "fireworks" means a combustible device that when ignited produces colored flames, sparks, and/or smoke, sometimes accompanied by bangs or pops, including but not limited to the following (commonly known as): roman candles, firecrackers, sparklers, whistlers, rockets, spinners, fountains, aerials, mines, smokers, strobes, snakes, and

wheels. Devices such as party poppers and snaps are not included in “fireworks.” Anyone igniting fireworks in violation of this paragraph shall be liable for the cost of repairing any damage to a ZHA-managed housing unit or within a ZHA housing area caused by such fireworks.

D. Pets and Livestock. All Participants are required to abide by the ZHA Pets and Livestock Policy contained herein.

1. Pets are allowed only when properly cared for and confined and if the pet is domesticated and traditionally considered a companion animal. If ZHA determines that a dog is vicious and dangerous, it may request the dog to be removed from any premises managed by ZHA.

2. Tenants are allowed one dog and/or one cat per rental housing unit. Homebuyers are allowed one dog and/or one cat per housing unit. No pets shall be allowed inside the rental housing units without prior written approval of ZHA.

3. Participants and residents must at all times retain their dogs upon their own premises in a properly fenced yard or Proper Enclosure⁵ or keep dogs properly leashed when outside the fenced yard or Proper Enclosure; provided that Participants and residents may not install fences surrounding the perimeter of the property or construct or place runs and kennels exceeding fifteen feet in length and six feet in width without having first obtained the written consent of ZHA. Pets are the responsibility of the owner and all waste must be cleaned regularly and disposed of properly.

4. All dogs and cats must be properly licensed and tagged, and the owner must be able, upon request, to show proof that the animal has been properly licensed and vaccinated. Pets not tagged and roaming the housing area will be considered “stray” and will be reported to the local animal control department or police and subject to that department’s policies and procedures.

5. All dogs and cats maintained or kept on the premises of ZHA-managed housing units shall be spayed and neutered.

⁵A “Proper Enclosure” means a secure pen, kennel, or structure upon the premises of the Participant that is of a proper strength and height, structurally sound, and maintained in good repair, sufficient to prevent a dog or cat from escaping. The Proper Enclosure must be locked and secured to prevent entry of children. If the Proper Enclosure has no bottom secured to its sides, the sides must be embedded into the ground no less than one foot.

6. There shall be no corrals or pens built within the housing area.

7. No Participant or resident may keep livestock or fowl within the housing area. For the purposes of this provision, the term "livestock" includes cattle, sheep, pigs, goats, horses, donkeys, mules, llamas, rabbits, and the carcasses of such animals. The term "fowl" includes chickens, ducks, geese, turkeys, and pheasants.

8. Failure to comply with this Pets and Livestock Policy shall be grounds for termination of a Participant's Occupancy Document and for other legal remedies. Any proposed termination based on a violation of this Section shall be initiated and conducted pursuant to the terms of the ZHA Collection and Termination Policy and Procedure.

E. Pest Control. ZHA provides pest control services, including extermination services, to low-rent housing units. All housing units will be periodically inspected to determine the extent, if any, of pest infestation. If indicated, treatment and necessary follow-up will be administered. ZHA Pest Control Service strongly advocates the Integrated Pest Management method, which calls for the resident to maintain a neat, tidy, and clean environment, inside the housing unit and in the yard. To the extent that ZHA determines that pest infestations are result of poor housekeeping, charges for pest control will be borne by the Participant. The use of pesticides is the last alternative but is sometimes necessary for the complete elimination of pests.

F. Vehicles and Parking.

1. All Participants shall register their vehicles with ZHA and, upon application and recertification, provide vehicle registration information to ZHA. Except for temporary parking by guests, vehicles not registered with and authorized to be in ZHA housing areas shall be removed at the Participant's expense.

2. No Participant shall keep or otherwise maintain an inoperable vehicle within ZHA's housing areas. For the purpose of this Policy, an inoperable vehicle is a vehicle that has one or more of the following characteristics: (1) wrecked or missing exterior body parts; (2) missing an engine, transmission, or other major parts; (3) incapable of being operated under its own power, (4) is left on a jack or other support for long periods of time; (5) is being used for storage of items; or (6) is stored on an unpaved surface with overgrowth underneath or tires buried in the ground.

3. Participants and their guests and visitors shall park in the designated parking pads.

(a) Parking in the yard of a housing unit is prohibited.

(b) Parking near or in front of fire hydrants is prohibited.

4. Except for temporary and active transportation of animals or possessions, no horse trailers, flatbed trailers, travel trailers, or mobile homes are allowed within ZHA housing areas.

G. **All Terrain Vehicles (ATVs)**. The operation of dirt bikes and ATVs, including three wheelers and four wheelers, is prohibited in residential areas; provided, however, a Participant- owned ATV may be ridden from the Participant's housing unit to a location outside the residential area and from a location outside the residential area back to the housing unit.

H. **Recreational Vehicles**. No Participants, nor their guests or visitors, shall be allowed to live in recreational vehicles, at any time, within an ZHA subdivision.

I. **Agricultural Equipment and Related Materials**. Agricultural equipment, including attachments, and hay and straw bales, shall not be parked, stored, or contained within ZHA housing areas.

J. **Speed Limits**. ZHA housing areas are residential areas where children may be present. All Participants, housing unit residents, and their guests and visitors shall observe a fifteen mile per hour speed limit, unless otherwise designated by posted signage. This speed limit applies to all vehicles, including motorcycles and motor bikes, and ATVs. Speeding and racing vehicles within ZHA housing areas is prohibited.

K. **Playgrounds**. ZHA recommends that all children using its playgrounds be supervised by an adult. When a child uses a playground, the parents or other lawful guardian(s) of that child assume any and all risk connected with such use, including but not limited to death, personal injury, or disability. This means that no parent or lawful guardian of a child or any other person may blame ZHA, or hold ZHA, its agents, or employees responsible for any accidents occurring at a playground.

L. **Basketball Goals and Play**. There shall be no basketball goals or playing on or near roadways.

M. **Adult Supervision**. Adults must supervise their children when such children are outdoors.

N. **Emergencies**. In case of fire or other emergency, the Participant should call 911.

XIV. SUBLEASES

A. **Policy Statement**. ZHA recognizes that some of the Homebuyers residing in ZHA-assisted housing units

may, from time to time, temporarily need to leave the Tribe for various reasons. ZHA therefore sets forth this policy to allow these Homebuyers the opportunity to vacate their housing units temporarily without jeopardizing their Occupancy Documents. All Homebuyers' requests and ZHA responses under this Section shall be determined by a committee of no less than three ZHA Division Directors and the Executive Director (Directors' Committee).

B. General Provisions.

1. All Homebuyers have entered into a lease with ZHA, known as the Occupancy Document, agreeing that the housing unit would be their primary place of residence and that they would abide by all the terms and provisions contained in the Occupancy Document. A Homebuyer may permanently leave the Homebuyer Program, and the housing unit would be turned back to ZHA for reassignment to another Family. However, if a Homebuyer determines that he or she must temporarily vacate the housing unit, he or she can do one of the following:

(a) Sublease the housing unit to another person or Family for the duration of the Homebuyer's absence, subject to prior written approval of the Directors' Committee. Homebuyers may be allowed to sublease their housing units if absence from the housing unit is necessitated by any of the following conditions:

- (1)** Temporary employment outside the Tribe;
- (2)** Pursuit of educational opportunities outside the Tribe;
- (3)** U.S. military obligations;
- (4)** Medical related treatment or confinement; or
- (5)** Religious obligations or traditional/cultural practices.

(b) Submit an alternate proposal to the Directors' Committee, to be approved before the Homebuyer vacates the housing unit. If the Homebuyer is pursuing education or employment-related opportunities and no suitable sublessee can be found, the Homebuyer may terminate the Occupancy Document or may submit an alternate proposal to the Directors' Committee for its consideration and recommendation. In no event may an alternate proposal violate HUD statutory, regulatory, or contractual (including Occupancy Document) requirements.

2. A single sublease agreement will be for a maximum period of one (1) year, but may be extended, under extraordinary circumstances, for additional terms of one (1) year each, up to a maximum of five (5) years. Such

extensions will not be automatic but must be approved on an annual basis by the Directors' Committee . It will be the sole responsibility of the Homebuyer to request such extensions.

3. The Homebuyer must return to occupy the housing unit at the expiration of the sublease, unless an extension is granted by the Directors' Committee. Absent any such extension, ZHA may terminate the Occupancy Document if the Homebuyer fails to return to the housing unit.

4. During the term of any sublease, the Homebuyer remains obligated to comply with all other terms of the Occupancy Document (with the exception of occupancy of the housing unit), including making monthly payments and providing for maintenance. Failure to comply with the terms of the Occupancy Document on the part of Homebuyer may, in the absolute discretion of ZHA, result in termination of the Occupancy Document and the subsequent termination of the sublease.

5. During the term of any sublease, the Required Monthly Payment will continue to be computed or adjusted for the Homebuyer (using the income, including but not limited to rental income received under the sublease, and Family composition of the Homebuyer) in accordance with the requirements of the Occupancy Document and ZHA policies, even though the Homebuyer is not residing in the housing unit.

6. ZHA's approval of a sublease does not waive any provisions of the Occupancy Document, other than the provision requiring the Homebuyer to reside in the housing unit during the sublease period.

7. The Directors' Committee shall review all sublease agreements to ensure that the agreements do not violate or contradict any of the terms of the Occupancy Document or any of the policies and procedures of ZHA. ZHA shall not be a direct party to any sublease agreement which shall be binding upon, and a contract between, the Homebuyer and the Sublessee only.

8. A Homebuyer who has a delinquent account will not be eligible to sublease his or her housing unit, except under extraordinary circumstances, until or unless the account is brought current.

9. All requests to sublease must be approved by the Directors' Committee before any sublease goes into effect. If a Homebuyer subleases, in writing or otherwise, a ZHA housing unit without approval from the Directors' Committee , the Homebuyer will be considered to be in breach of his or her Occupancy Document and the sublease shall

be null and void.

C. Procedures.

1. All Homebuyers will be required to abide by the following procedures if they wish to sublease their housing unit, request an extension of a sublease, or to submit an alternative plan:

(a) Submit a written statement to the Executive Director requesting permission to sublease the housing unit or stating the alternate plan for the housing unit along with a non-refundable fee as may be determined from time to time, in writing, by the Executive Director. The Executive Director shall forward the request to the Directors' Committee. The formal request or statement must be submitted to the Executive Director at least sixty (60) calendar days prior to the anticipated date of absence from the housing unit. The formal request must also contain the following information:

- (1)** Reasons for the request;
- (2)** Anticipated dates of the sublease or alternate plan (not to exceed one (1) year);
- (3)** Identity of the sublessee or relevant other party (if known); and
- (4)** Status of the Homebuyer's account.

(b) Along with the formal request to sublease, submit a copy of the intended sublease agreement.

(c) Along with the formal statement requesting an alternate plan, submit a copy of any applicable written agreement.

(d) Submit any other information requested by the Directors' Committee .

The Directors' Committee will review the Homebuyer's request and will notify the Homebuyer, in writing, of the decision within ten (10) working days of the receipt of the request.

XV. AMENDMENTS

Amendments to this Policy may be made by resolution of the Board at a duly called meeting of the Board at which a quorum is present and documented in the official minutes. A copy of the proposed amendments shall be provided to all Board members in advance of the meeting.

APPENDIX A

SAMPLE SUBLEASE

Sublease

THIS Sublease is entered into this ____ day of _____, _____, by and between _____, whose address is _____ (Sublessor), and _____, whose address is _____ as (Sublessee).

RECITALS

WHEREAS Sublessor is a Participant and Homebuyer in the Zuni Housing Authority (ZHA) Homebuyer program; and

WHEREAS Sublessor entered into an Occupancy Document, dated _____, for the occupancy of a certain housing unit located on the Zuni Reservation and more particularly identified as Project _____, Unit ____ (Premises); and

WHEREAS Sublessor finds it necessary to be away from the Zuni Reservation for an extended period of time for the purpose of _____; and

WHEREAS Sublessee has shown to the satisfaction of Sublessor that he or she is willing and able to pay periodic rent as described herein; and

WHEREAS Sublessor wishes to lease the Premises to Sublessee, and Sublessee wishes to lease the Premises from Sublessor;

NOW, THEREFORE, in consideration of the Recitals hereinabove mentioned and the terms, conditions, covenants, and warranties hereinafter mentioned to be kept, honored, and performed by the parties, it is hereby agreed as follows:

TERMS AND CONDITIONS

1. Sublessor hereby leases to Sublessee the Premises.
2. This Sublease shall be effective commencing on _____ and expiring on _____, (dates not to exceed one (1) year), subject to the written approval of ZHA, as indicated at the end of this Sublease.
3. Sublessee will abide by **ALL** the terms and provisions of Sublessor's Occupancy Document, a copy of which is attached hereto and incorporated herein by reference.
4. Sublessee shall use and occupy the Premises as a private Family residence for uses normally incident thereto and for no other purpose, for the duration of the Sublease or until such time as the Sublease is terminated, whichever comes first.
5. Occupancy of the Premises shall be limited to Sublessee's immediate Family members or unrelated individuals identified in writing by Sublessee and provided to and approved by Sublessor and ZHA. Other than temporary residency of less than two weeks, occupancy of the Premises by non-Family members without prior written notice shall be deemed a breach of this Sublease. For purpose of this provision, "immediate Family members" include Sublessee and Sublessee's

spouse and children.

6. Sublessor may immediately terminate this Sublease upon Sublessee's breach of any of the terms and provisions contained in this Sublease or the Sublessor's Occupancy Document; or either party may terminate this Sublease upon thirty (30) calendar days' written notification to the other party.

7. Sublessee agrees to pay directly to Sublessor the sum of _____ upon execution of this Sublease and the sum of _____ on the 1st day of each month thereafter, as rent, for the duration of the Sublease.

8. Sublessee shall deliver up the Premises to Sublessor peaceably and quietly upon the expiration or termination of this Sublease.

9. Sublessee shall, during the term hereof, pay all charges for telephones, gas, electricity, and water used in or on the Premises and for the removal of rubbish therefrom, before any such charges shall become delinquent, and Sublessee shall hold Sublessor harmless from any liability therefor.

10. Sublessee will be charged for any damages resulting from failure to maintain sufficient heat, unless failure results from conditions beyond the control of Sublessee, such as unusually severe weather and general failure of the utility company to supply heat to the entire area.

11. It is understood and agreed by the parties hereto that ZHA reserves, and shall have, the right through its agents and employees to enter on the Premises at any and all reasonable times to inspect the Premises, in accordance with policies and rules established by ZHA.

12. Sublessee shall not assign this Sublease or any interest therein and shall not sublet the Premises or any part thereof. Any assignment or subletting shall be void and shall be considered a material breach of this Sublease.

13. Sublessee agrees that, if any default be made in the payment of rent or of any part thereof, or if any default be made in the performance of any other covenant herein contained, this Sublease at the option of Sublessor shall terminate, and Sublessor and/or ZHA may re-enter the Premises and remove all persons therefrom.

14. ZHA's approval of this Sublease does not waive any provisions of the Sublessor's Occupancy Document other than the provision requiring Sublessor to reside on the Premises.

15. No delay or omission to exercise any right, power, or remedy accruing under this Sublease shall impair such right, power, or remedy, nor shall it be construed to be a waiver of or acquiescence in a breach of or default under the Sublease or Sublessor's Occupancy Document. **BOTH PARTIES SPECIFICALLY AND AFFIRMATIVELY AGREE NOT TO CONSTRUE THE CONDUCT, DELAY, OR OMISSION OF THE OTHER PARTY AS ALTERING IN ANY WAY THE PARTIES' AGREEMENTS AS DEFINED IN THIS SUBLEASE.** Any waiver, permit, or approval of any breach of or default under this Sublease must be in writing, approved by ZHA, and, because the language of this paragraph was negotiated and intended by both parties to be binding and is not a mere recital, both parties hereby agree that they will not raise waiver or estoppel as affirmative defenses so as to limit or negate the clear language and intent of this paragraph. All remedies, either under this Sublease, by law, or otherwise afforded to either party shall be cumulative, not alternative.

16. Notice shall be deemed to have been given when deposited in the United States mail, postage prepaid, and addressed to the other party at the address indicated on the first page of this Sublease, or at such other address as either party shall hereafter furnish the other in writing.

17. Upon determination of breach or default of this Sublease by one of the parties, the other party and/or ZHA shall

have the right to recover from the breaching party all reasonable attorneys' fees, expert witness fees, and court costs incurred in enforcing its rights hereunder or in successfully defending itself against the claims by the breaching party.

18. If any provision in this Sublease shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Sublease.

19. This Sublease shall be deemed to have been negotiated by both parties and to have been entered into on the land of the Zuni Tribe, which shall be the appropriate legal forum.

20. This Sublease constitutes the final and entire agreement between the parties, and there is no agreement or promise on the part of either party to do or omit to do any act or thing not herein mentioned. This Sublease is intended as a complete and exclusive statement of the terms and conditions of the parties' agreement and may not be effectively amended, changed, modified, or altered without the written consent of both parties, and approved by ZHA.

21. Any noun or pronoun used herein shall refer to any gender and to any number as the context requires or permits.

22. Both parties understand and agree that ZHA is not a party to this Sublease and that ZHA's signature below is evidence only of ZHA's acceptance of this Sublease and does not bind ZHA in any way.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

SUBLESSOR

SUBLESSEE

APPROVED:

Executive Director
ZUNI HOUSING AUTHORITY