

**GENERAL OCCUPANCY POLICY
FOR ALL LEECH LAKE HOUSING
AUTHORITY PROGRAMS**

A.) General

The General Occupancy Policy for the Leech Lake Housing Authority is designed to set standards for continued occupancy in ALL LLHA Housing Programs in compliance with all the rules and regulations set for by the Leech Lake Housing Authority's Board of Commissioners, Public Law 104-330 25 USC, Section 207- Native American Housing Assistance and Self-Determination act of 2007 and Section 42 of the Internal Revenue Code (as amended) and Leech Lake Tribal Courts, Ordinances, By-Laws, Resolutions and Leech Lake Housing Authority Policies.

Any actions that deviate from this policy will require the Leech Lake Housing Authority Board of Commissioners quorum to vote upon.

B.) Standard Occupancy Requirements:

Standard Occupancy Requirements are those that are set forth in the individual program leases rules and regulations and are a base standard for all LLHA properties.

C.) Requirements for Continued Occupancy:

Occupants or residents who meet the following requirements are eligible for continued occupancy in LLHA housing Programs:

1. In order to ensure that persons living in LLHA programs meet the eligibility requirements for continued occupancy, recertification of income and household composition shall be conducted by the LLHA once a year, however any changes to income or family status requires recertification immediately. A reminder letter of recertification will be sent out 120 days prior to the recertification date.
2. Applicant must qualify as a family, defined as having two (2) or more persons living together as a family; Single person; and elder person 62/ near elder 55.
3. Occupants who continue to qualify as a family as defined in this policy. A single person cannot remain in a larger unit and may be transferred to another unit of appropriate size, unless the person is of elder age and the program has a two bedroom unit available.
4. Occupants must meet the occupancy requirements for the unit in which they live in. Occupants who do not meet the occupancy requirements will automatically be placed on the transfer list in the same area. If an acceptable unit swap is possible between two households, LLHA staff will initiate the process to comply with LLHA occupancy policies.
5. Occupants who document annual family income sufficient to pay the required monthly rent, utilities and are current on their monthly payments and in good standing under the LLHA's policies and lease conditions.
6. Occupants who have paid all required monthly utility bills. Nonpayment and or termination of required utility services shall be grounds for lease termination.
7. Occupants who demonstrate factors that indicate a probability of favorable future conduct and or positive financial outlook such as:
 - a. Evidence of rehabilitation
 - b. Evidence of willingness to participate in appropriate counseling and service programs

- c. Evidence that the applicant is actively seeking ways to improve their financial status by bringing past accounts current and demonstrating an ability to meet all financial obligations required
- 8. Occupants must comply with the admission policy and report changes of any new convictions of any degree of seriousness on background profile. Failure to report will result in lease violation and or lease termination.
- 9. In order to maintain safe and drug & alcohol free communities for the tenants of LLHA and other community members, LLHA adds the following requirements to the Occupancy Policy in accordance with the Tribal Housing Illicit Drug Resolution:
 - a. LLHA will terminate the tenancy of a resident for any drug related activity engaged in by the resident, tenant, member of the household, guest or any other person under the control of the resident that threatens the health, safety or the right to the peaceful enjoyment of the premises by other residents or LLHA representative.
 - b. LLHA will terminate the tenancy of a resident for any threatening behavior or activity engaged in by the resident, tenant, member of the household, guest or any other person under the control of the resident towards any LLHA representative.
 - c. Such resident, tenant, member of household, guest or other person under the control of the resident will not be allowed to receive financial assistance, housing assistance or be listed on the waiting list for tenancy for a period of five (5) years.

C.) Occupancy Standards: The following standards are set for occupancy to ensure unit size is suitable to accommodate family size needs.

- 1. 1 bedroom unit = one to three people
- 2. 2 bedroom unit = at least two, up to four people(excludes elders)
- 3. 3 bedroom unit = at least three, up to six people
- 4. 4 bedroom unit = at least four, or up to eight people

D.) Inspections:

Tenants leasing from LLHA are required to submit to periodic unit inspections as the Housing Authority deems necessary to protect the interests of LLHA and its properties. This includes ALL program homes with the exception of those that have been conveyed, sold or are no longer considered housing stock. Tenants will be required to allow entry to unit at any given time during normal working hours for inspections by LLHA staff. LLHA management reserves the right to allow field representative to enter a unit for inspection if the tenant is not present.

- 1. Maintenance personnel are permitted entrance to units to complete work orders as necessary and/or to complete routine or emergency work orders.

E.) Previous Tenants and Homebuyers:

Applications from previous tenants or homebuyers who still owe money to LLHA will not be accepted unless arrangements are made and approved by the Resident Services staff and the Board of Commissioners for the amount due to be paid in full by the applicant set forth in the LLHA Collections Policy.

LLHA reserves the right to deny any person from re-leasing or issuing a new lease to an applicant of a unit who had a prior “good cause” eviction from a LLHA housing unit. LLHA reserves the right to deny re-leasing or issuing a new lease for the following five (5) years. Good cause evictions include, but are not limited to, evictions for:

- 1.) Extensive property damage
- 2.) Continuous late rental payments

- 3.) Unauthorized persons living in the unit
- 4.) Frequent housekeeping violations
- 5.) Violations of any terms/conditions of the tenant lease

F.) Priority System – housing essential families

Selection of eligible applicants shall be prioritized as follows:

1. First priority shall be given to applicants who are members of the Leech Lake Reservation and/or who are guardians of Leech Lake enrolled children.
2. Second priority shall be given to applicants who are members of the Minnesota Chippewa Tribe or descendants of the Leech Lake Reservation.
3. Third priority shall be given to applicants of any other federally recognized Indian Tribe who are otherwise eligible.
4. Fourth priority will be given to all other applicants who are otherwise eligible.
5. If the unit is designated as handicapped accessible, then priority will be given to the first Leech Lake tribally enrolled handicapped applicant with documented proof of handicap or disability status.
6. Priority will be given to law enforcement officers and families under section 201(b). (3) of NAHASDA. See below.

Assistance for essential families under section 201(b)(3) of NAHASDA does not require HUD approval but only requires that the recipient determine that the presence of that family on the reservation or Indian area is essential to the well-being of Indian families and that the family’s housing needs cannot be reasonably met without such assistance. A recipient may provide housing or housing assistance provided through affordable housing activities assisted with grant amounts under NAHASDA for a law enforcement officers on an Indian reservation or other Indian area, if:

- (1) The officer: (i) is employed on a full-time basis by the federal government or a state, county, or other unit of local government, or lawfully recognized tribal government; and (ii) In implementing such full-time employment, is sworn to uphold, and make arrests for, violations of federal, state, county, or tribal law; and
- (2) The recipient determines that the presence of the law enforcement officer on the Indian reservation or other Indian area may deter crime.

G.) Tenant Refusal of Available unit

An applicant who rejects or refuses to promptly occupy a suitable unit will be removed from the waiting list and must re-apply. If the applicant refuses an offer for a justifiable reason as stated below, the applicant shall retain their position on the eligible waiting list. **“Good Cause Declaration”** If accepting an offer of a suitable unit vacancy would result in undue hardship, the applicant may present clear evidence to the satisfaction of LLHA. The applicant shall submit a “declaration of good cause” in writing to LLHA. A satisfactory declaration may be approved by LLHA and enables the applicant to retain his/her place on the waiting list and he/she will be offered another unit when one is available. Good cause may include, but is not limited to, death in the family, pregnancy or other illness. If no declaration of good cause is provided, the applicant will be removed from the waiting list and must re-apply.

You can no longer decline “any” area and remain on the waiting list. If you decline a unit being offered you will be removed from the Waiting List and you will have to re-apply.

H.) Transfer of tenants:

- a. Tax credit units:
 1. Tenants must be income eligible for a new unit to which they are requesting a transfer. A transfer of a lease to another family member is not possible unless the person is on the most recent annual recertification/ lease and included on the original move in lease. The family member must meet all other eligibility requirements and have resided for a term of at least (18) eighteen months in the currently certified household.

- b. All programs:
 1. Tenant must be income eligible for a new unit to which they are requesting a transfer. Transfer applications will follow eligibility and admissions requirements.
 2. A unit inspection will be required to assure acceptable unit care and maintenance compliance.
 3. All damages must be repaired and documented by unit inspection before transfer will be permitted.
 4. Transfer applicants must have an account balance of \$ 500.00 or less to be placed on the transfer list. Transfer applicants will be required to have their account balances paid in full prior to being selected for a unit.
 5. Tenants on a corrective action plan (CAP) shall not be eligible for transfers until such a time that they have successfully completed the requirements of their Corrective Action Plan.
 6. Tenant will be required to pay a security deposit for the transfer unit. Security deposits must be paid prior to transfer. Security deposit on prior unit may be transferred to new account.
 7. **The occupancy Specialist may recommend a tenant with stable and sufficient income to afford a house payment, a satisfactory payment history and satisfactory unit inspections for transfer to a home ownership unit.**
 8. Transfer applicants must submit and be in compliance with a current background check.
 9. Tenant will not be eligible for transfers if on a Corrective Action Plan
 10. All transfer applicants must submit and be in compliance with a current background check.

- c. The occupancy specialist shall initiate a transfer to comply with LLHA occupancy standards. Examples are:
 1. Family size has increased and family requires additional living space.
 2. Family size has decreased and family requires less living space.
 3. Non-elder families leasing a unit specifically identified for elder or handicap families will be required to transfer to a regular unit when the handicap/elder unit is needed.
 4. The applicant has need for difference living accommodations closer to health facilities.

I.) Application Procedures

Listed below is the outline of the application process. This process allows LLHA to obtain and verify information from applicant families for the purpose of:

1. Determining whether they meet the admission eligibility conditions set forth in this policy.
 2. Applying the tenant to a selection and screening criteria
 3. Determining the size of dwelling required.
- A.) Receipt of application: the application constitutes the basic record of each applicant applying for admissions. Each applicant 18 years of age will be required to sign all paperwork and be required to supply information as called for on the application form and provides their signature attesting to the accuracy of the information provided.
- B.) Application is given preliminary review by LLHA staff in order to determine if the applicant meets the following criteria.
- a. Applicant qualifies under the income guidelines set for the tax credit program which are established on a yearly basis
 - b. Applicant meets enrolled member and Indian preference requirements
- Applicants are reviewed for suitability in Tax Credit housing. Approved applicants must not:
- a. Be a detriment to the health, safety or welfare of the neighbors or the community
 - b. Have an adverse influence upon sounds family and community life
 - c. Be a source of danger to the peaceful occupancy of the LLHA residents or cause damage to the premises property
 - d. Have an unsatisfactory previous record as an LLHA tenant or any other assisted housing project or other Housing authority
 - e. Have a history of continuous alcohol related problems and or alcohol abuse
 - f. Have been convicted or suspected of drug- related activity
 - g. Predatory offenders and sexual offenders are prohibited from occupying any Tax Credit housing unit as a tenant, household member, or guest at any time.

If an application is rejected, LLHA will notify the applicant in writing according to “Notification of Applicant” stated below.

J.) Notification of Applicant

Each applicant shall be notified within 30 days regarding the applicant eligibility status if determined to be ineligible for admissions, the applicant is to be informed by a letter. The written notification shall include the reasons for all ineligibility determinations, final action taken and appropriately dated. The letter shall describe the applicant’s right to reply to the letter with an explanation in from of the Board of Commissioners. This request must be submitted within five (5) days of the ineligibility letter.

Each complete application shall reflect the date it is received. All application’s not classified as ineligible or withdrawn along with all other materials relating to the applicant eligibility is to be maintained in an active file.

If during the application interview it appears that the applicant is determined as ineligible, the applicant is to be informed and the application classified as such. If it is discovered that incorrect information was on the application, the applicant will be considered ineligible.

K.) Information Collection and Verification

Information submitted by each applicant is to be verified to assure that the information (used to determine eligibility, family composition, priority, annual income, unit size, determination of affordable payments or rent, prior conduct, housing need) are true and complete. For verification of any information, preferred method shall be third party verification.

Complete and accurate verification records consist of but are not limited to the following:

- a. Letters, pay stubs or other statements from employers and other pertinent sources giving LLHA information concerning all amounts of income.
- b. Documents in the applicant's possession which substantiates her/his income claims such documents and information may be submitted in order to verify information submitted by each applicant. This information may come in a variety of forms, including but not limited to, telephone or personal interviews. Documents must be signed and dated by the staff member who reviewed them.
- c. Certified statements or summary data from bank accounts, from self-employed persons and from person's earnings- including any irregular sources of income. Itemized expenses and net income must be shown to document income received from self-employment.
- d. Information more than thirty (30) days old at the time of recertification shall be invalid and current data will be required.

LLHA takes into consideration each applicants; conduct of every adult and minor household member, or guest that would likely have an effect on a project or its residents. Documentation includes letters and reports of interviews or telephone conversations with reliable sources including the applicant during a home visit, current and previous landlord, employers, social workers, parole officers, court records, drug treatment center, clinics, physicians, and Police departments. These reports shall include but not limited to the following:

- 1.) Time, Nature and extent of the applicant's habits and practices in regards to:
 - a.) Past performances in meeting financial obligation, especially rent
 - b.) Disturbances of neighbors
 - c.) Destruction of property
 - d.) Living or housekeeping habits
 - e.) Criminal history, particularly crimes of physical or sexual violence and or drug related activity to person or property
 - f.) Other acts which adversely affects the health, safety or welfare of other residents

L.) Income

The following is the "Annual Income" criteria, as published in the 24 CFR, Part 5, Subpart F (section 5.609) that is utilized by LLHA

- a. Go to or on behalf of the family head, spouse (even if temporarily absent) or to any other family member 18 years old or older
- b. Are anticipated to be received from a source outside the family during the 12-month period following admissions or annual re-examination effective date.

"Annual Income" includes but is not limited to:

- a.) The full amount, before any payroll deductions of wages and salaries, overtime pay
- b.) Anticipated income from wages and salaries
- c.) The net income from the operation of a business or profession
- d.) Interest, dividends and other net income of any kinds from real or personal property
- e.) The full amount of periodic amounts received from Social Security, annuities, insurance of periodic receipts, including a lump sum amount or prospective monthly amounts for the delayed stat of a periodic amount.
- f.) Payments such as unemployment and disability compensation, workers compensation and severance pay.
- g.) TANF/MFIP/GA

- h.) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions of gifts received from organizations or from persons not residing in the dwelling.
- i.) All regular pay, special pay and allowances of a member of the armed forces.

Estimating Income (Tax Credit Only):

In some cases and applicant (or his/her spouse, significant other or other family member) may have only been working for a short period of time and has yet to establish a full 12 month salary history. In those cases, the applicants annual Household Income shall be determined by *estimating the anticipated total income* from all sources to be received by the head of house hold, spouse, and additional members of the family over the next (12) twelve months.

M.) Household Composition:

Applicants are required to complete a Household Composition form that lists the names of ALL household members intending to reside in the unit. The form shall list each person's relationship to the applicant, date of birth, student status, and social security number. Any extended family members listed on the application will not be taken in to consideration when determining the dwelling unit size eligibility. Applicants are required to disclose all sources of income for all household members listed on the Household Composition form.

N.) Re-checking Verified Date prior to Admission

Before admission, applicants will be questioned in regard to any changes of the information provided in their application. If changes are reported, such changes will be verified to determine the effect of eligibility, preference rating, rental payments and unit size requirements. Verified data is to be reviewed and evaluated as received for completeness, accuracy, conclusiveness, and adequacy in all respects. Follow up and verification of such information is to be fully carried through by staff, if it becomes evident for any reason during this verification process that an applicant is ineligible, the investigation is to be discontinued and the applicant notified of ineligibility as stated below.

O.) Recertification's

A designated staff member shall complete and sign the eligibility certification on the Interim Recertification whether or not there is a rent charge upon each tenant being re-examined and place it in the tenant's record. Recertification shall take place every year on or about the date of move in. Notices start 120 days prior. Tenants who do not comply with the recertification deadlines by the appropriate date will receive 3 written notices that they are in violation, after the (3) three notices, LLHA may begin termination of lease proceedings.

1. LLHA shall require that for each re certification the tenant will furnish verification of their family's income and composition, including any additional information that the LLHA may require at the time of recertification.
2. Release(s) of information will be signed for verification of information provided at the time of recertification.
3. **All recertification applicants will submit to a current background check.**
4. Verification and documentation of submitted information by the occupant for recertification will be required at each recertification date.
5. Information more thirty (30) days old at the time of recertification will be invalid and current data will be required.
6. Changes in the information shall be verified.
7. Income eligibility of the resident group as a family (or survivor thereof).

8. Size of the unit required for the family shall be examined.
9. Upon verification of the data provided inconsistencies arise, the tenant will interviewed as soon as possible and will be given an opportunity to resolve the discrepancies.
10. Tenants will be informed within ten (10) days and in writing of the results of the recertification process. The information may consist of the following:
 - a. Any changes to be made in the rent payment
 - b. The change to be made will take effect thirty (30) days from the recertification date.
 - c. Any changes in the size of the dwelling needed tenant will automatically be placed on the transfer list in the same area.
 - d. Any instances of misrepresentation or non-compliance and any corrective or punitive action.
 - e. Any other reason for ineligibility.
11. All data assembled in the recertification process will be maintained in the tenants file.
12. Noncompliance in any recertification process will result in lease termination.

P.) Leasing of Dwelling Units to Eligible Families

A dwelling lease is to be entered in between LLHA and each of the unit’s tenants. The lease is to be kept current at all times, reflect the rent being charged, list the persons occupying the unit, and the conditions governing occupancy.

Q.) Execution of Dwelling Lease

1. A responsible adult household member of each accepted application is required to sign as “tenant” in order to execute a dwelling lease prior to finalize admission. The copy is to be given to the tenant and the original is to be filed in the permanent file folder established for the tenant.
2. If by any cause the signer of the dwelling lease ceases to be a household member, the tenant family, the lease is to be voided. A new dwelling lease shall be executed and signed by a responsible remaining member of the family; the lease is to be voided. A new dwelling lease shall be executed and signed by a responsible remaining member of the tenant family (providing the remaining tenant family is eligible for continued occupancy).
3. If at any time during the life of the dwelling lease, any changes in the tenants status results in the need for other changes or amendments to any provisions of the lease:
 - a. The existing lease is to be cancelled and a new lease executed, or
 - b. An appropriate addendum is to be prepared and made part of the existing lease.
4. All copies of the new lease and/ or addendums are to be dated and signed by tenant and a LLHA representative.

R.) 30% Rule: (if applicable)

In accordance with Native American Housing and Self Determination Act, rent amounts that exceed 30% of an applicant’s adjusted gross income will be adjusted to 30% of the annual adjusted gross income.

1. Submission of verifiable documentation to prove income status is required to be eligible for the 30% rule; verifiable documentation will be accepted from service, tribal and health agencies, employers, etc.
2. To assure compliance under NAHASDA, recertification of income will be completed every three (3) months for all program tenants that are paying zero (\$0) rent.

S.) Rental payments / Interim Adjustments to rent

1. Rent payments are due on the first (1st) day of every month. Check, money order or vendor payments are strongly encouraged. Cash will be accepted upon tenant's request. Payments not made by the 5th of the month will be considered delinquent.
2. In addition to submitting information as may be required at the time of recertification of eligibility and determination of family income, tenants are required to report loss of lessee (through death, divorce, or other circumstances) as well as additions of a family member who (by marriage, re-marriage, or otherwise) in accordance with LLHA policy should become lessee.
3. Any tenant who reports a change on family circumstances (such as a decrease in income) shall notify LLHA in writing and provide written certification of the change in circumstances within (30) thirty days. For example, written verification from the tenant's employer regarding an income change will be required before rent is charged. This is to assure compliance with the 30% rule as mandated in 24 CFR 1000.124
Failure to report income changes will result LLHA to go back to the date started and charge rent
4. All LLHA programs recognize a threshold of 30% of a tenant's adjusted gross income to calculate participants rent with the exception of the Mutual Help and Homeownership programs.
5. If a tenants rent is zero (\$0) according to the 30% rule, the tenant shall recertify every 90 days. Occupancy specialists will track all zero rent tenants but it is the tenant's responsibility to recertify if at zero rent.
6. If the tenant fails to comply within ninety (90) days, rent will be set at the fixed rent amount for their unit's bedroom size effective the first of the following month. This will also generate the lease termination in accordance with Section (N) (11).
7. All tenants with rents calculated at zero(\$0) will be required to submit additional proof for zero income status such as:
 - a. Job search
 - b. Continuing education
 - c. Job retraining
 - d. Public assistance application
8. If recently unemployed, tenant must submit a letter from his/her employer as to the last day that he/she was employed.
9. Failure to comply will be considered a lease violation and subject to lease termination.

T.) Security Deposit

The resident is required to pay a security deposit in the amount of \$500.00. Elderly deposits will be \$ 200.00. The tenant will be required to pay \$250.00 at the time of move in and \$50 for the following 5 months for a total of \$500.00The deposit will be refundable at the time of move-out, provided that all conditions, obligations and requirements are to the satisfaction of LLHA and there are no outstanding arrears, damages or rental payments.

Any tenant that is eligible for a transfer to a new unit, will not be refunded the old security amount, and will be required to pay a new security deposit.

U.) Displacement policy

The LLHA recognizes that it is necessary to adopt and implement a relocation policy and procedures as part of the Occupancy Policy. LLHA intends these policies and procedures to be applicable to all LLHA housing programs. Relocation should be avoided if at all possible, but if relocation is necessary for the overall benefit of the families, LLHA, or the tribal membership at large, then relocation activities will be conducted in a fair and equitable manner. Some examples would be if the unit is unsafe for the family to occupy during reconstruction of the unit such as in the case of fire damage and mold remediation.

For permanent relocation:

1. A need has been identified through inspection and has been identified in the IHP.
2. Funding has been identified.
3. A comparable dwelling is made available for the displaced family.
4. Relocation is in the best interest of LLHA and the family.

For temporary relocation:

1. A need for relocation has been identified through inspection.
2. Funding has been identified for the repair or replacement of the unit.
3. A comparable dwelling is made available for the displaced family.
4. Help is available to the family with moving to and from.
5. Relocation is in the best interest of LLHA.

V.) Lease Termination Policy and Procedure: Tenant rights

The tenant shall have the right to terminate the lease by giving appropriate notice as stated with the lease documents of the appropriate program. The following procedures will constitute a lease termination by the tenant within this policy:

1. 30-day notice given by the tenant either in person or via mail to the appropriate LLHA housing program office.
2. If proper notice is not given, the tenant shall lose all or part of their security deposit. Rent must be paid to the day of move-out. When no notice is given, the tenant who is moving out shall be charged rent to cover the notice period.
3. The vacating tenant shall have the right to be present during the move out inspection. An assessment of outstanding charges will be made available to the vacating tenant from the collections department.
4. LLHA shall notify the tenant of his/her responsibilities and obligations, which will include:
 - a. Paying all charges and rent owed up to the day of move out.
 - b. Responsibility for any damages to the unit and its equipment.
 - c. Responsibility for leaving the unit, equipment and yard clean and neat. Tenant will be charged according to maintenance policy for demo removal.

- d. Responsible for returning all keys to LLHA.
- 5. Money owed to a vacating tenant after LLHA tenant account charges have been deducted may take up to fifteen (30) days for processing and disbursement.

W.) Housing Authority Grounds for Lease Termination:

1. The following reasons for termination by LLHA shall apply.
 - a. Transfer – If a resident family transfers to a different dwelling in the same or another project or program, the existing lease shall be terminated and a new lease must be signed for the new dwelling.
 - b. Family separation – If through any cause the signer(s) of the lease ceases to be a member of the family, the lease shall be voided and a new lease executed if the remaining member(s) of the family meet program requirements. If no other family members can meet the program requirements the family will be required to vacate the unit per the lease termination/ eviction.
 - c. Failure to pay rent or other charges due.
 - d. Misrepresentation or omission of pertinent information with regards to admission or recertification.
 - e. Damage to LLHA property caused by intent or neglect. (Includes housekeeping habits that cause unsafe living conditions.)
 - f. Misconduct or conviction of an illegal activity that will impair the physical or social environment of the project.
 - g. Failure to maintain utility services.
 - h. Allowing a person(s) to occupy the unit who are not on the lease or subletting/assigning the unit to another person.
 - i. Absence from the unit for thirty (30) days. A tenant may obtain approval to be absent for thirty (30) days to attend a substance abuse program or family emergency.
2. As alternative to lease termination a tenant may agree to enter a **Corrective Action Plan (CAP)**. A corrective action plan will consist of “terms and conditions” for a tenant to remain in their home by utilizing programs and services available with or near the Leech Lake Reservation with assist them with issues that hinder their ability to abide by their lease agreements. Tenant advocacy efforts from LLHA staff will also be implemented. A corrective action plan may include, but not limited to signing an agreement that covers a specific period of time for the tenant to correct lease violations as cited by LLHA program requirements. The leaseholder/co T tenants also agree to attend a mandatory preventative maintenance program within 30 days of the initiation of the CAP.

X.) Lease Termination

Tenants subject to lease termination shall be notified in writing for the lease termination which will include a thirty (30) day notice to vacate the premises.

1. LLHA shall file an unlawful detainer or trespass with the Leech Lake tribal court if the former lease holder refuses to vacate.
2. Tenants abandoning a unit shall be served an immediate lease termination notice by posting of notice.

3. Posting of a lease termination notice is sufficient as described in the LLBO unlawful detainer code.

Y.) Grievance policy and procedures

1. If a tenant disagrees with a LLHA employee decision or action implementing any of the policies contained within this section, he/she shall make a “written” statement as provided for in the grievance policy.
2. Under no circumstances shall a tenant withhold rent, monthly payments, or other charges due while awaiting a decision on a grievance appeal.
3. A tenant who has filed a grievance shall receive a response from the Housing Authority Management within fifteen (15) days upon receipt of statement.

Z.) Extended Absences upon Occupancy

Tenant occupying an LLHA unit must notify LLHA management in the case of an extended absence for one (1) week or more as agreed upon by signing of the lease. If the tenant is absent for more than one (1) week without notifying the management, their unit will be considered abandoned and eviction proceeding may be started immediately. A tenant will be liable for any and all damages done to the unit if tenant did or did not notify LLHA of extended absence. LLHA will not be responsible for any personal property loss in the event a unit was vandalized or persons’ property was stolen. All claims of vandalism must be reported to Law Enforcement immediately. A tenant may obtain approval to be absent for thirty (30) days to attend a substance abuse program or family emergency.

AA.) Ordinances:

1. Leech Lake Band Of Ojibwe Housing Ordinance 79-09
2. Leech Lake Band Of Ojibwe Curfew Ordinance 99-03
3. Leech Lake Band of Ojibwe Eviction Ordinance 99-04
4. Leech Lake Band of Ojibwe Dog Ordinance 13-2 12 C

BB.) Resolutions:

1. Leech Lake Housing Authority Drug & Alcohol Free Community
 - a.) Resolution # 09-01 Hard Rock Community (Prescott)
 - b.) Resolution # 09-02 Boy Lake Community
 - c.) Resolution # 09-03 Breezy Point Community
 - d.) Resolution # 12-01 Norway Heights/Wolf Lake/ Town line Communities

CC.) Policies:

1. Leech Lake Housing Authority Admissions & Occupancy
2. Leech Lake Housing Authority Collections Policy
3. Leech Lake Housing Authority Maintenance Policy
4. Leech Lake Housing Authority Tax Credit Policy

DD.) Leases:

- a. Leech Lake Housing Authority Tax Credit Lease & Addendum
- b. Leech Lake Housing Authority Low Rent Lease & Addendum
- c. Leech Lake Housing Authority Mutual Help Lease & Addendum
- d. Leech Lake Housing Authority Homeownership Lease & Addendum
- e. Leech Lake Housing Authority Home Acquisition Lease & Addendum

CERTIFICATION

Hereby certify that the LLBO Housing Authority adopted the
GENERAL OCCUPANCY POLICY by a vote _____ for, _____ and _____ silent at the Leech
Lake Housing Authority Board of Commissioners special meeting held on _____ in
Walker Minnesota.
A quorum being present.

Marlene Mitchell, Chairperson

Date

Rosanne Wilson, Secretary/ Treasurer

Date

