

LEECH LAKE BAND OF OJIBWE HOUSING AUTHORITY

RENTAL PROGRAMS

ELIGIBILITY AND ADMISSIONS POLICY

Purpose: The purpose of the Eligibility and Admissions Policy is to serve as a guide for the Leech Lake Housing Authority (LLHA) to use in determining program eligibility, admissions of applicants and selection criteria. The policies set forth within this document provides for consistent, equitable, and uniform treatment of all LLHA clients.

Definitions: For purposes of determining eligibility the Leech Lake Housing Authority will utilize the guiding definitions as established within Section 4, NAHASDA.

Family: The LLRHA shall utilize the definitions of “Family” as defined by NAHASDA and applicable LLBO Ordinances, APPENDIX B, in determining eligibility.

- Two or more persons living together as a family.
- Single person.
- Elder person.

The following exceptions to the NAHASDA definitions are the terms listed and defined below:

“Single Person” – The term single person shall mean a person living alone who does not qualify as an elder.

“Elder Person” – is defined as any person age 62 or older and/or handicapped or physically disabled.

I. ELIGIBILITY REQUIREMENTS

(A) **Application for Housing Assistance.** It is the policy of the LLHA that the persons seeking housing assistance through the LLHA shall first complete a housing package, which consists of:

- (1) Screening Process Cover Letter and Checklist
- (2) Application for Housing Form

(3) Verification of Income Form

(4) Release of Information Form (also used for Criminal Background Check)

(5) Federal Privacy Act Statement Form

(B) **Income.** It is the policy of the LLHA to adhere to the following income Eligibility criteria, in accordance with the Native American Housing Assistance Self-Determination Act of 1996, before placement into a housing unit or on a waiting list. The following list of defined families shall be eligible for housing services.

(1) Low-Income Native American families in the Leech Lake Reservation shall be eligible to receive housing assistance. The term “low-income” shall mean a family income does not exceed eighty (80) percent of the current median income for the area, as determined by the United States Department of Housing and Urban Development (USDHUD) with adjustments for smaller and larger families. The USDHUD may establish income ceilings higher or lower than eighty (80) percent of the median for the area on the basis of the findings or USDHUD or the agency that such variations are necessary because of prevailing levels of construction costs or unusually high or low family incomes. (Definition Section 4, NAHASDA).

Low-Income limits are established (80% of U.S. Median). Limits are subject to change annually.

(2) Asset limits will be set at \$5,000.00 per family.

(a) Assets income shall include ownership (includes joint ownership) of real estate and/or dwellings.

(3) A non low-income Native American family may be eligible to receive housing assistance in accordance with NAHASDA Subpart B. Section 1000.110. Non low-income Native American families residing in housing assisted under the 1937 Act shall not have to meet the requirement for 1000.110 for continued occupancy. The following criteria shall be the conditions that apply to non low-income families seeking housing services:

(a) A family who is purchasing under a Lease purchase agreement and who was low-income at the time the Lease was signed is eligible without further conditions.

(b) The LLHA may provide the following types of assistance to non low-income families under the conditions specified in the following paragraphs:

(i) Not more than 10% of LLHA NAHASDA Grant units are utilized for Non low-income families;

- (ii) Homeowner activities under Section 202(2) of NAHASDA which may include assistance in conjunction with loan guarantees under the Section 184 or Section 248 program (24CFR, Part 1005);
 - (iii) Model activities under Section 202(6) of NAHASDA;
 - (iv) Loan guarantee activities under Title IV of NAHASDA; and
 - (v) Activities under a Tax Credit Program.
- (c) The LLHA shall determine and document the need for housing for each family, which cannot reasonably be met without such assistance.
- (d) The LLHA may utilize up to ten (10) percent of its annual grant amount for families whose median income exceeds eighty (80) percent of the median income without HUD approval.
- (4) A non-Native family may receive housing assistance with the LLHA if the non-Indian family's housing needs cannot be reasonably met without such assistance. The LLHA shall determine that the presence of the non-Native family in Leech Lake Housing Authority unites is "essential" to the well being of Native American families. Non-Indian families residing in housing, assisted under the 1937 Act shall not have to meet these requirements for continued occupancy.

Definition of "essential" for the purpose of this policy would be a Tribal Law Enforcement Officer, Tribal Security Officer, M.D. practicing at Indian Health Services, Teacher at the tribal school, etc.

- (5) LLHA has no established Minimum Income Limits, but a tenant must be eligible for utilities and able to identify available resources to maintain utilities for the unit.
- (C) Other Eligibility Requirements.** It is the policy of the LLHA to adhere to the following eligibility criteria before placing an applicant on the waiting list, or into a LLHA unit.
- (1) The housing applicant is eighteen (18) years of age or older.
 - (2) The housing applicant is an enrolled member of a federally recognized tribe.
 - (3) Applicant must provide proof of enrollment.
 - (4) The housing applicant must list three (3) rental and/or personal references. References may be a Social Service case worker, a Minister, a Professional Service Agency employee, an Employer, Co-Worker, etc.
 - (5) The housing applicant shall submit income documentation for each household member that is eighteen (18) years and older.

- (6) The housing applicant shall provide Social Security numbers for each member of the applicant's household.
- (7) The housing applicant shall not have a felony conviction within the ten year period prior to application for the following crimes:
 - (a) Felony sale or possession of a controlled substance, or an equivalent conviction from a different jurisdiction.
 - (b) Felony criminal sexual conduct or an equivalent conviction from another jurisdiction.
 - (c) Crimes of violence as defined in MN Statute 624.712 Subdivision 5, or an equivalent conviction from a different jurisdiction.
- (8) The housing applicant shall have physical or joint physical custody of all dependent children claimed on the application form.
- (9) According to HUD policy, an applicant must have 50% joint physical custody for all dependent children claimed on the application.
- (10) Applicant must agree to attend a preventative maintenance counseling/ Orientation PRIOR to admission to a unit
- (11) If custody is a question, satisfactory documentation must be submitted and may include: school records, county social service agencies and/or court documents.
 - (a) The housing applicant does not own a home. For eligibility purposes an applicant must show proof: of substandard conditions of dwelling that is owned, proof of transfer or disposal of dwelling that is owned.
 - (b) If the housing applicant is or was a previous LLHA tenant, the criteria for past rental history (Section B*) applies to the applicant as if he/she was a new applicant. Provisions for a former or current LLHA applicant's rental history will include the following criteria:
 - (i) If the applicant possesses an outstanding balance with the LLHA of \$500.00 or less; a repayment agreement and guaranteed payment form must be signed to repay the balance within a six (6) month time frame to be eligible for housing assistance if the applicant is honoring a satisfactory agreement they may be placed on the waiting list. Applicants will not be considered for unit placement until their tenant account balance is zero (.00).
 - (ii) Applicants with balances over \$500.00 will not be considered for the waiting list until they reach the \$500.00 threshold, at which time an applicant can be added to the waiting list. Tenant will not be assigned a unit until their balance is zero (.00).

(iii) Applicants that have been evicted from a LLHA unit will not be eligible for housing assistance with the LLHA.

(iv) Applicants that have abandoned a LLHA unit may be eligible for housing assistance after all arrearages have been paid in full.

(D) Ineligible Applicants.

- (1) Upon receipt of a completed application package, the LLHA will make a determination of eligibility. An applicant determined to be ineligible shall be promptly notified in writing. The notice shall state the reason(s) for the ineligibility and advise the applicant of his/her right to appeal.
- (2) If an applicant is determined ineligible and requests an appeal, the Appeal Process Form shall be completed within thirty (30) days of the receipt of the notice of ineligibility. See Notice of Appeal Form in letter form (APPENDIX F). The Notice of Appeal shall be addressed to the LLHA Board of Commissioners (BOC) and shall describe the action sought to correct the grievance. The BOC shall review the appeal at the earliest convenience of both parties and reach a decision by motion approved by a quorum.

(E) Eligibility List.

- (1) An applicant that has successfully completed the screening process and is determined eligible for admission to a housing program will be placed on a waiting list for eligible applicants waiting to be assigned to dwelling units meeting the applicant's particular housing needs as units become available. Separate waiting lists shall be maintained for the Low-Income Rental Program, Tax Credit Program, Mutual Help Program, Homeownership Program and Acquisition Program.
- (2) The assignment of eligible applicants to a position on the waiting list shall be based on priorities determined by policies relating to the order or preference for the selection of eligible applicants and the date and time that the application was received. Selection of an applicant to occupy an available unit shall be made from the established waiting list.
- (3) Applicants are required to update their application every six (6) months to retain their status on the waiting list and shall be notified in writing of their requirement to update their application. An applicant who fails to update by the tenth day of their scheduled update month, will not receive any update points. However, two (2) missed consecutive updates will result in the applicant being removed from the waiting list.
- (4) An applicant on the waiting list who wishes to have their application transferred to another area on the waiting list or to be removed from the list shall submit a written request to the LLHA Occupancy Specialist.

- (a) An applicant on the waiting list that requests to transfer their application to another area of choice will forfeit 25 of their accumulated points.

No eligible applicant shall be removed from the waiting list except for failure to update per policy or failure to respond within seven (10) business days when notified of unit availability or denial of a unit.

- (b) An applicant on the waiting list who wishes to participate in another LLHA Program waiting list must complete an application specific to that program(s) (No Cross Program Transfer will be accepted).

- (5) The waiting list may remain in an open status indefinitely. The LLHA shall reserve the right to close the waiting list and suspend the taking of new applications if the waiting period for housing assistance is projected to be thirty-six (36) months or longer.

- (6) A copy of the waiting list shall be posted or mailed to appropriate intertribal agencies, i.e. LLBO Tribal Council, LL Local Indian Councils, Board of Commissioners.

II. SELECTION PROCESS.

It shall be the policy of the LLHA to utilize the following selection process and criteria.

(A) Assignment of applicants to waiting list.

- (1) The following point system will be incorporated into a database to generate points based on data submitted by the applicant for the order of selection.

<u>Criteria</u>	<u>Points</u>
(a) Application submission	25 points
(b) Head of Household/spouse or Children of Head of Household is an enrolled member of Leech Lake Band of Ojibwe.	20 points
*Proof of custody/guardianship must be provided.	
(c) Head of Household or children are enrolled members of a federally recognized tribe.	5 points
*Proof of custody/guardianship must be provided.	
(d) Applicant is a local resident (within the Leech Lake Reservation service area):	
(i) One year to three years	5 points

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| (ii) Three years to ten years | 10 points |
| (iii) Over ten years | 25 points |
| (e) Applicant is 62 years of age or older | 5 points |
| (f) Disabled (proof must be provided) | |
| (g) Veteran (must provide proof) | 15 points |
| (h) Points will increase by 10 points for every six (6) month update up to 100 points and 1 point for every six (6) month update after 100 points. | |
| (i) Transfers to a different area | -25 points |
| (j) Update every six (6) months | 10 points |

If you miss two (2) consecutive updates you will be removed from the waiting list per policy effective February 2015

III. ASSIGNMENT OF APPLICANTS TO HOUSING UNITS

The following steps shall be required in assigning eligible applicants to the low-income program.

- (A) The Occupancy Specialist shall maintain current records of expected vacancies, transfer requests from current occupants who wish to locate to another unit more suitable to their housing needs, or home ownership. This information is necessary to provide an approximate date when the dwelling units become available.
- (B) As dwelling units become available, an eligible applicant whose needs can be matched to the available unit and is number one on the waiting list shall be selected.
- (C) Handicap or Elder applicants meeting all other eligibility requirements and have the required documentation for Handicap Accessible needs or Elder Units will be considered priority for those units specified as Handicap or Elder Units. Units occupied by non-handicapped or non-elder persons shall be displaced per LLHA displacement policy and the eligible Handicapped or Elder application will be processed as soon as possible.
- (D) The selected applicant shall be promptly notified in writing of the availability of the unit for which they have been determined to match. Within the notification, the selected applicant shall be instructed to contact the housing office for the purpose of arranging a pre-occupancy interview with the Occupancy Specialist.
 - (1) The selected applicant will have ten (10) days to respond to the notification from the date the letter is postmarked.
 - (2) If there is no response from the selected applicant they will be removed from the waiting list and the next eligible applicant will be notified for unit availability.

- (E) The applicant shall then be given an opportunity to accept or refuse the unit. If the applicant accepts the unit, applicant and Occupancy Specialist shall then proceed with move-in procedures and the signing of the Lease Agreement when all other move-in requirements are met. IF the applicant refuses the unit, the applicant will be removed from the waiting list; however, he/she may re-apply after thirty (30) days.

IV. MOVE-IN PROCESS

- (A) **Pre-Occupancy Interview:** An interview time and date shall be established between the Head of Household and any other adult tenants and the LLHA staff person for the day the unit is ready for occupancy, or the day before (if possible). The pre-occupancy interview shall include:

- (1) Review the Lease Agreement with all adult household members;
- (2) Unit Inspection;
- (3) Proof of Utilities Transfer;
- (4) Signing of the lease;
- (5) Payment of first month's rent and security deposit is received.

Note: All the above must be met before selected applicant receives keys to unit.

- (B) **Lease Agreement:** The LLHA shall maintain that person(s) renting shall be required to sign a LLHA Lease Agreement (see program leases).

- (1) The Lease Agreement shall be signed by each party (lessee and LLHA) and shall constitute a legal and binding agreement between the two parties.
- (2) Tenants shall be provided a copy of the signed Lease Agreement.
- (3) The Lease Agreement shall represent a written understanding of the parties and the obligation and responsibilities of each party.
- (4) The Lease shall be kept current as required by LLHA.
- (5) The Lease shall be explained completely before being signed by the new occupant(s) in a Pre-Occupancy Interview.
- (6) All executed Lease Agreements shall be subject to a 180 day probationary period.
 - (a) Failure to abide by all terms and conditions of LLHA Lease Agreement and/or policies shall be cause for immediate termination of the Lease Agreement.

(C) **Security Deposit:** The new tenant shall be required to pay a security deposit before occupying the unit.

(1) The security deposit shall be maintained on account to cover the cost of removable articles, damage to property (except reasonable wear and tear), non-payment of rent, or any other unpaid charge to the tenant.

(2) The security deposit shall be set as follows:

(a) Elderly families in elderly units	\$100.00
(b) Families other than elderly families in 1 bedroom unit	\$500.00
(c) Families other than elderly families in 2, 3 or 4 bedroom unit	\$500.00
(d) Tax credit units	\$500.00

(3) \$250.00 of the deposit is due at the time the lease is signed and the remaining \$ 250.00 is to be paid \$ 50.00 every month for five months for the total of \$ 500.00

V. INCOME

Annual income is the total income from all sources received by all family members that are eighteen (18) years of age or older, including net income derived from assets estimated over the next 12 months.

(A) **Income includes:**

- (1) The full amount before any deductions from wages and salaries, overtime pay, commissions, fees, tips, bonuses and other compensation for pension services.
- (2) The net income from the operation of a business or profession, interest, dividends and other net income of any kind from real or personal property.
- (3) The full amount from Social Security Administration; Veteran's Administration; annuities; any other pension; disability or death benefits; payments in lieu of earnings, such as unemployment and workers compensation benefits.
- (4) Public assistance payments in the amount deemed eligible for any recoupment is rendered.
- (5) Periodic and determinable allowances such as alimony, child support and regular contributions or gifts received from persons not residing in the household.
- (6) All regular pay, special pay, and allowances of a member in the armed forces who is the Head of Household or spouse.
- (7) Federally recognized Tribal Band Member Per-Capita payments received on a regular basis.

(B) Income Exclusions Include:

- (1) Casual, sporadic or irregular gifts.
- (2) Amounts specifically for or in reimbursement of the cost of medical expenses.
- (3) Lump sum additions such as inheritances, insurance payments made for health, accidents or workers compensation and settlement for personal property loss.
- (4) Amounts received for education grants or scholarships paid directly to the student for education institution and amounts paid by the government to a veteran for the purpose stated above not used for subsistence.
- (5) Hazardous duty pay to a family member in the armed forces away from home and exposed to hostile fire.
- (6) Payments received for foster care.
- (7) Amounts specifically excluded by any other federal statute from consideration as income.
- (8) Relocation payments made under Title II or Uniform Relocation Assistance and Real Property Acquisition Policies.
- (9) The value of allotment provided to an eligible household for coupons under the Food Stamp Act of 1977.
- (10) Payments to Volunteers under the Domestic Volunteer Service Act of 1973.
- (11) Income derived from certain sub-margin land of the United States that is held in trust for certain Native American tribes.
- (12) Payments and allowances made under the Department of Health and Human Services Low Income Energy Assistance Program.
- (13) Income derived from the disposition of funds of the Grand River Band of Ottawa Indians.
- (14) The first \$2,000.00 of per capita shares received from judgment of funds awarded by the Indian Claims Commission or the Court of Claims of funds held in trust for an Indian tribe by the Secretary of the Interior.
- (15) Sporadic Tribal Band Member Per-Capita payments.

(C) Adjustments to Annual Income:

Adjusted Income – The term adjusted income means the annual income that remains after excluding the following amounts:

- (1) Youths, Students, and Persons with disabilities - \$ 480.00 for each member of the family residing in the household (other than the head of household or the spouse of the head of household)-
 - a. Who is under 18 years of age; or
 - b. Who is-
 1. 18 years of age or older; and
 2. A person with disability or a full time student.
- (2) Elderly/disabled family allowance will be \$400.00 per family.
- (3) Earned income of minors: The amount of any earned income of any member of the family who is less than 18 years of age.
- (4) Work/ Travel Expense allowance for Head of Household to travel to and from work (not to exceed \$1,300.00 per year).

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