

Tribal Housing Units Admissions &
Occupancy Policy
Adopted December 1, 2022
Resolution No. 2023-01

COLVILLE INDIAN HOUSING AUTHORITY
TRIBAL HOUSING UNITS ADMISSIONS
AND
OCCUPANCY POLICY

Vision

We envision communities that are safe, drug free and clean, where all generations have pride, and respect.

Mission Statement

The mission of Colville Indian Housing Authority is to provide housing assistance and opportunities to meet the diverse needs of our communities as we promote self-sufficiency.

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Purpose: It is the Colville Indian Housing Authority's ("CIHA") mission to assist Tribal Members and members of Other Federally Recognized Tribes to obtain decent, safe and sanitary housing. This policy is developed to assist applicants in applying for rental housing managed by CIHA that are not funded with federal or state dollars.

Scope: This policy shall apply to all applicants who apply for and all tenants who reside in Tribal Housing Units managed by the Colville Indian Housing Authority for Tribal members or members of other federally recognized tribes who desire housing assistance. For the purposes of this Policy, the term "Tribal Housing Units" means those residential dwelling units managed by CIHA that have been acquired, constructed, rehabilitated, subsidized and/or operated without the use of any federal or state funds, for which CIHA relies only upon funds from the Tribe or CIHA's non-program income.

SECTION I Eligibility and Admissions

A. **Selection of Tenants** The CIHA will be operated in accordance with the Indian Civil Rights Act, Tribal Ordinances, and CIHA Policies. Tenants will be selected in accordance with these legal requirements, as well as with the eligibility requirements set out in the following sections.

B. **Eligibility** To be eligible for placement in a Tribal Housing Unit, an applicant must meet the following requirements:

- 1) The applicant must be at least 18 years of age and qualify as a family as determined by the Colville Tribe, which includes a family with or without children, a single person, and a handicapped or disabled person.
- 2) Applicant and household members must be a citizen of the United States, and provide Proof of U.S. Residency. Such proof must consist of Social Security Cards for all household family members or other form of documented social security numbers from official records (i.e., I.H.S., other Tribal Programs, School District etc.)
- 3) The applicant must be a member of the Colville Tribe or another federally-recognized Indian tribe, with proof in the form of Tribal enrollment documentation or a Certificate of Indian Blood. If applicant is not an enrolled Colville Tribal member or a Member of Other Federally Recognized Tribe, the applicant has to be the parent or legal guardian of the Colville Tribal member or the parent or legal guardian of Other Federally Recognized Tribe of minor children in the household. Tribal Enrollment verification or CIB.
- 4) Applicant must demonstrate adequate resources to perform tenant's responsibilities under the Tribal Housing Unit agreement, including, but not limited to, payment of rent and payment of all required utility bills. CIHA determination will be based on information

furnished by the applicant and documents such as Landlord References and credit checks through other agencies and departments.

- 5) A family will be determined to be ineligible if the family is at 'zero income'.
- 6) The applicant must not own a home, except for a home that has been declared as uninhabitable by the Colville Tribal Building Inspector.
- 7) The applicant must meet the applicable eligibility requirements set out in the following sections.

C. **Owing A Previous Debt to CIHA or Tribal Public Works Housing:** Any applicant who was a previous tenant of CIHA or former Public Works housing and failed to pay their account balance in full for outstanding rent payments, homebuyer payments, utility charges, or maintenance, repair, painting, or cleaning charges shall be considered **ineligible** and will not be placed on the waiting list.

- 1) An applicant that did not pay an unpaid account balance will be notified by CIHA in writing that he or she is ineligible and that he or she will not be placed on the waiting list.
- 2) This sub-section will apply even if the balance has been discharged in a bankruptcy action, because the eligibility criterion involved here is demonstrating, through history of previous debts with CIHA, or with other Landlords/Businesses, the ability to make required payments.

Ineligibility Due To Tenant Excess Damages or Prior Termination of CIHA or Tribal Housing Contract, MHOA, or Rental Agreement: Any applicant that previously leased from the CIHA or Tribal Housing or other Landlords/Businesses that had excess damages, as determined by CIHA or other Landlords/Businesses to be any dollar amount over \$1,000.00 in repair charges, excluding cleaning and painting, or whose contract, MHOA, or rental agreement was terminated for criminal activity, or whose contract, MHOA, or rental agreement was terminated for community disturbances, will be ineligible for the CIHA Tribal Housing Unit program for a period of not less than five (5) years after all activity has been charged to the account.

- 3) CIHA may reduce this five (5) year ineligibility period, at its sole discretion, for individual applicants who have paid their past owing balance in full and agree, prior to placement in a CIHA Tribal Housing Unit, to random monthly monitoring activities to assure the unit is being maintained.
- 4) In any event the applicant must have paid any amounts owed to CIHA, or other Landlords/Businesses even after the five (5) year period, to be eligible for a housing unit.
- 5) CIHA in its sole discretion shall have the right to permanently bar an applicant or extend the time period due to the nature of damages for the above actions. Applicant will be notified in writing when application is received of any issues or ineligibility.
- 6) Notice must list reasons for this action and give the applicant an opportunity for informal hearing with the Executive Director.

7) The Executive Director or Designee shall have the final determination on this issue.

D. **National Crime Information Center:** The Colville Indian Housing Authority may request from the National Crime Information Center, police departments, and other law enforcement agencies criminal conviction information. CIHA shall use the criminal conviction information only for applicant screening, lease enforcement, and eviction actions.

- 1) The information may be disclosed only to any person who has a job related need for the information and who is an authorized officer, employee, or representative of the CIHA.
- 2) The CIHA will keep all the criminal conviction record information it receives from law enforcement agencies in files separate from all other housing records.
- 3) The criminal convictions records will be stored electronically in a secure program with limited access under the custody and control of the CIHA Executive Director and/or Designee.
- 4) The criminal convictions records may only be accessed with the written permission of the CIHA's Executive Director or his designee and are only to be used for the purposes stated above.

Criminal conviction information will be obtained on all adult members of a household who are selected for a unit prior to move-in. The application form has a check box to note whether a criminal history exists for applicants: to be checked by the applicant only.

Criminal Background Affecting Eligibility: Criminal background checks will be done on all applicants for CIHA housing in support of CCT Resolution 2000-078 "Zero Tolerance". Background checks for tenant screening will include a criminal records background check with a criminal record search and conviction report from state, federal and/or tribal agencies. CIHA is committed to maintaining safe and secure housing for its residents and community members, and running criminal records background checks and establishing related eligibility criteria is an important tool toward that end.

- 5) **Criteria:** CIHA establishes the following criteria for determining what criminal background elements would be grounds for disqualifying an applicant for CIHA housing. The criteria are based on the severity of the offense and the time that has elapsed since the conviction. Also set out below, in subsections 7 and 8, are the factors that CIHA is to balance when considering a request to waive the criteria in a particular instance and at CIHA's sole discretion.
- 6) **Disqualifying Offenses-No Time Limit:** Any applicant household that contains a member who ever was convicted, was found guilty or entered a plea of guilty or nolo contendere (no contest), regardless of the adjudication, for any of the following offenses at any point in time shall be deemed ineligible for the CIHA Tribal Housing Unit program:
 - a. Sexual assault, rape, indecent exposure, lewd and lascivious behavior, or any crime involving non-consensual sexual conduct
 - b. Any crimes against children including but not limited to, child abuse, sexual

exploitation of children, child abduction, child neglect, contributing to the delinquency or neglect of a child, enticing a child for immoral purposes, exposing a minor to pornography or other harmful materials, incest, or any other crime involving children as victims or participants

- c. Murder, attempted murder, intentional homicide or attempted intentional homicide
 - d. Assault with a deadly weapon
 - e. Assault against a law enforcement officer
 - f. Aggravated stalking
 - g. Terrorism; and
 - h. Abuse, exploitation or neglect of a vulnerable adult (disabled or elderly).
- 7) **Disqualifying Offenses-5 Years:** Any applicant household that contains a member who ever was convicted, was found guilty or entered a plea of guilty or nolo contendere (no contest), regardless of the adjudication, for any of the following offenses within the last five (5) years shall be deemed ineligible for the CIHA Tribal Housing Unit program:
- a. Any crime involving violence against persons or threat of or attempt to commit violence against a person
 - b. Any charge related to illegal drugs such as (but not limited to) possession of drugs or paraphernalia, or trafficking.
 - c. Grand theft; and
 - d. Interfering with a law enforcement officer
- 8) **Required Information:** The criminal background records check will involve obtaining information from all databases available to CIHA. Applicants must supply the social security number and all identity verification information for all persons to be residing in the household.
- 9) **Notice of Denial:** If a determination is made that the Applicant does not qualify, the Applicant shall be notified in writing of the basis of denial.
- 10) **Notice of Appeal and Informal Appeal Process:** Applicant will be notified in writing if and/or when they are denied when applying to get on the waiting list; or when given a Notice of Default and Termination for non-compliance with program requirements, lease agreements, and policies.

The appeal process consists of the following steps:

- a. Notice of Ineligibility is issued for those applying to get on the waiting list or a Notice of Default and Termination is issued for those in non-compliance.
- b. Applicant or Tenant is given notice that they can appeal the decision to the Executive Director within set number of days outlined in the written notice.
- c. Applicant or Tenant are given a date and time for the informal appeal hearing.
- d. At appeal hearing the applicant or tenant is given the opportunity to explain what happened, when it happened, etc. and then given an opportunity to offer what they

agree to do to rectify the ineligible or non-compliance behavior.

- e. If an agreeable position can be reached between the individual and Executive Director then one of the following is entered into:
 - i. Contract Rider – as a way to agree that the behavior or issues will not occur again. Contract Riders are a way to allow the family to remain current tenants under agreed upon requirements to get back into compliance with the program policies, and agreements.
 - ii. Stipulated Agreement – if court date has been set, as a way to settle prior to court and have the Judge sign off on the stipulated agreement, resulting in not having to go to court on the issue(s) again in the future.
- f. The Executive Director’s decision on appeal is final and not subject to any further appeal.

11) **Waiver of Disqualifying Factor:** Under certain limited circumstances, the Executive Director may, in his or her sole discretion, waive a disqualifying factor if the household can demonstrate to the satisfaction of the Executive Director that the member of the household with the disqualifying criminal background is sufficiently rehabilitated as to no longer pose a threat to the community. A request for such waiver must be made in writing, and must contain supporting documentation. In assessing such a request the decision will be made by assessing the nature and severity of the offense as well as a variety of surrounding facts and circumstances including, but not limited to:

- a. The age of the individual at the time of the offense;
- b. The number of offenses for which the individual was convicted;
- c. The time which has elapsed since the last offense;
- d. Whether the circumstances arose out of an employment situation.
- e. Completion of probation;
- f. Completion of parole supervision;
- g. In the case of a felony, not subject to parole supervision, if more than 5 years have elapsed after final discharge or release from any term of imprisonment without any subsequent conviction.

12) **Factors Outweighing Rehabilitation:** If any one of the following factors exist, it shall mitigate against granting a waiver of the disqualifying criterion:

- a. Lack of compliance with terms of punishment (i.e., failure to pay fines or make restitution, violation of the terms of probation or parole);
- b. Unwillingness to undergo, or lack of cooperation in, medical or psychiatric treatment/counseling;
- c. Falsification of an application with the CIHA; and
- d. Failure to furnish to the CIHA additional information or failure to appear for a conference with the CIHA in relation to the Applicant’s application.

13) **Executive Director’s Decision is Final.** The Executive Director’s decision as to whether to grant a waiver of disqualifying criteria is solely within the Executive Director’s

discretion, is final, and is not subject to appeal.

14) **Inapplicable Records:** The following criminal history records shall not be considered in connection with an application for CIHA housing assistance:

- a. Juvenile adjudications which have been completely resolved and carried no obligation and/or accountability into adulthood;
- b. Convictions overturned by a higher court; and
- c. Convictions that have been the subject of a pardon or expungement. Please note that under such circumstances, applicants may respond on application as if the event(s) had never occurred.

15) **Confidentiality of criminal conviction information.**

- a. The CIHA will keep all the criminal conviction record information it receives from the official law enforcement agencies listed in files separate from all other housing records.
- b. These criminal conviction records will be kept stored electronically in a secure program with limited access under the custody and control of the CIHA's Executive Director and/or his/her designee for such records.

These criminal conviction records may only be accessed with the written permission of the CIHA's Executive Director and/or his/her designee and are only to be used for the purposes stated in Section 208 of NAHASDA.

16) **Rules and Regulations:** The CIHA shall be in full compliance with any and all aspects of the following:

- a. Receipt of criminal conviction information on adult applicants or tenants by Indian Tribes and TDHEs.
The National Crime Information Center, police departments, and other law enforcement agencies shall provide criminal conviction information to Indian tribes and TDHEs upon request. Information regarding juveniles shall only be released to the extent such release is authorized by the law of the applicable state, Indian tribe or locality.
- b. The term "tenants" includes homebuyers who are purchasing a home pursuant to a lease purchase agreement.
- d. The CIHA shall use the criminal conviction information for applicant screening, Lease enforcement and eviction actions. The information may be disclosed only to any person who has a job related need for the information and who is an Authorized officer, employee, or representative of the CIHA.

17) **Selection:** In selecting eligible applicants to fill vacancies in the Tribal Housing Unit Program, the CIHA will select the first name from the CIHA wait list in accordance with the occupancy standards.

E. **Victims of Fire and/or Flood.** Victims of Fire and/or Flood (who are otherwise eligible under the Tribal Housing Unit Program requirements) will be given immediate priority for the next available house, over those already on the waiting list, no matter length of time they have been on the waiting list.

- F. **Waiting Lists.** The Waiting List shall reflect each applicant's date and time of application. The applicant will give preference for which district they would like to be considered for the next vacant and available Tribal Housing Unit.
- G. **Failure to Act on an Offer.** The applicant at the top of the list will be notified of the available unit and be given seven (7) calendar days to accept the unit. The applicant will be notified by certified mail and a phone call.

If the applicant does not accept the unit based on a non-preferred district, or does not respond within seven (7) calendar days, they will be bypassed and the vacant unit will be offered to the next applicant on the list.

- 1) The applicant will be required to submit an updated application at the six (6) month period. If the applicant does not update at the six (6) month period, the applicant will be removed from the wait list.
 - 2) The original date of certification will remain the same if the applicant updates within the six (6) month period.
- H. **Enrolled Tribal Membership:** CIHA retains the right to give preference to enrolled Tribal Colville members who will comprise the Colville Tribal household. Enrolled members of other federally recognized Indian Tribes may apply for Tribal Housing Units. Any such applicant must meet all of the eligibility requirements other than enrollment with the Colville Tribe. CIHA retains sole discretion and authority to review each applicant for any special consideration or approval of an exception.
- I. **Verification of Applications:** This section sets forth the steps which are to be taken in obtaining and verifying information from applicant families for the purpose of: determining whether they meet the conditions of eligibility for admission; determining the monthly house payment based on the Fair Market Rates in the area and the unit bedroom size to be charged only when a unit is "offered" for tenancy; and the size of the dwelling required.
- 1) The applicant will be required to supply information as called for on the Application, and to attest to the accuracy and truthfulness of the information provided. The applications, together with all other materials relating to the family's eligibility, are to be maintained in an active file for each applicant. The information on applications from families who appear to be eligible will be verified prior to occupancy.
 - 2) All entries are to be made in ink, indelible pencil or typed in. Corrections or changes are to be made by lining through the original entry and entering the correct data. Such changes are to be dated and initialed by the person recording the change and the reason for such changes noted in the record.
 - 3) A pool of active applicants shall be kept current. Each applicant is to inform the CIHA management office of any changes in their eligibility status during the period an applicant's application is in the pool of active applications.
 - 4) Notations of dates of contacts and of applicant's continued interest are to be made a part

of the application record. In any event, all interested applicants shall update their application at least once every six months.

- 5) Copies of the pool of active applicants with their documentation as to name, address, family size, date and time of application, and other required information shall be kept on file at the CIHA office. Copies of Tribal enrollment card shall be submitted.
 - 6) Determinations of approval of applicants will be made by CIHA staff based on information supplied by the applicant on the CIHA Application for Admission, and a priority list established according to the Priority Point System as prepared.
- J. **Verification and Documentation of Data:** All statements made by the family in the application that may affect the determination of eligibility are subject to verification by the CIHA. The CIHA shall assure accurate determinations of eligibility and respect the privacy of applicants. The following three (3) types of verification will occur as determined necessary by CIHA:
- 1) **Declaration by the Family:** This is the appropriate means for dealing with those statements regarding age, family composition, etc., are often adequate for verifying income.
 - 2) **Documentation:** Documents furnished by the family such as assistance checks, pay stubs, etc., are often adequate for verifying income.
 - 3) **Third Party Verification:** This entails contacts with Federal (FBI, BIA, INS, FTA, etc.), State, and Local agencies, employers, credit bureaus, previous landlords and similar sources to verify the family's statements. It is often necessary to use this method when verifying earned income, assistance payments, medical expenses, and other factors that may be difficult for the family to document itself. Third party verification may be done, with approval by the applicant, by mail or phone.
- K. **Sporadic Income:** In situations of temporary, non-recurring, or sporadic income, efforts will be made to obtain verification of previous year incomes from income tax statements, where applicable or other documents which may be available.
- 1) If no other means of verification of income is possible, the CIHA may accept an affidavit describing sources and estimated amounts of income certified by the applicant, or in the case of a reexamination, by the Tenant. Applicants must be able to prove their ability to pay bills and upkeep of unit.
 - 2) Documentation will be maintained with respect to all verifications. For declarations, the appearance of the statement on the application signed by the family is sufficient. Copies of checks, when permitted by law, or a note by the CIHA employee who reviewed the document is sufficient when documentation is furnished by the applicant family.
 - 3) Third party verification may be documented by keeping the written verification or by informal notes and recording telephone contacts. In all cases, the verification must be signed by the responsible CIHA employee.

- L. **Certification of Eligibility**: The CIHA Resident Services Department is to complete the eligibility certification for signature of the Resident Services Manager on the Application for Admission for the families determined to be eligible for admissions.
- 1) Each applicant determined to be eligible shall be so notified in writing of the date they are placed on the waiting list.
 - 2) The applicant is notified by certified letter and given seven (7) calendar days to notify CIHA that they want the unit.
 - 3) An additional seven (7) calendar days are given to turn the utilities over and complete the move-in.
 - 4) Notifications are sent out by Occupancy Specialist as soon as CIHA Maintenance and Compliance Department gives notices that units are ready for occupancy.
- M. **Notice of Ineligibility**: Each applicant determined to be ineligible shall be notified in writing with the reasons and of their right to an informal appeal hearing within ten (10) days with the CIHA Executive Director and the CIHA staff person determining the ineligibility. The decision of the CIHA Executive Director on the informal appeal shall be final and not subject to any further appeal.

SECTION II

Occupancy Standards, Conditions, and Rental Agreements

A. **Occupancy Standards**:

- 1) CIHA's Tribal Housing Units are leased in accordance with the occupancy standards set forth below per number of persons per bedroom size unit:

a) 1 bedroom:	1 minimum	2 maximum
b) 2 bedroom:	1 minimum	4 maximum
c) 3 bedroom:	3 minimum	6 maximum
d) 4 bedroom:	4 minimum	8 maximum
e) 5 bedroom:	6 minimum	10 maximum
- 2) These minimum and maximum limits may be waived when necessary to make temporary use of available vacant units; or to house families during cases of emergencies.
- 3) When it is found that the size of the rental unit is no longer suitable for the family, i.e.; composition of family increases or decreases, the family may be directed to move to a dwelling of appropriate size when a unit of such size becomes available.
 - a) An inspection and a cost damage assessment shall be prepared and will become the responsibility of the tenant upon vacating the unit upon transfer to the next assigned unit.
- 4) Tribal Housing Units will, to the extent units of appropriate size are available, be assigned so it will not be necessary for children of opposite sex to share the same

bedroom.

- 5) Except that if necessary, two children of opposite sex under four years of age may share the same bedroom, one child under two years of age may be permitted to occupy the parents' bedroom and if necessary, during continued occupancy one child under four years of age may be permitted to share the parent's bedroom.
- 6) During the time the applicant or applicant's family is on the wait list and in the event of a pregnancy with appropriate information received verifying the pregnancy, the bedroom size listed for the family will automatically increase by one. This will address the issue of transferring families in overcrowded situations.

B. **Occupancy Terms and Conditions/Maintenance:** Tenant shall keep the unit continually occupied and shall keep it neat, clean and in good condition. The Tribal Housing Unit Rental Agreement shall detail the terms and conditions of maintenance requirements.

C. **Tribal Housing Unit Rental Agreement:** A Tribal Housing Rental Agreement will be entered into between the CIHA and each qualified tenant family. The agreements are to be kept current at all times in accordance with reexamination requirements found in each Tribal Housing Unit Rental Agreement and in this Policy.

Upon qualification to rent from the CIHA a responsible member or both adult members, if applicable, of each family accepted as a tenant is required to sign the Tribal Housing Unit Rental Agreement in duplicate prior to actual admission. The Tribal Housing Unit Rental Agreement shall be reviewed with the tenant by the appropriate CIHA staff to explain the terms and conditions of the Tribal Housing Unit Rental Agreement, and such copy kept on file in the tenant's file in the CIHA office.

- 1) Within seven (7) working days of tenant signing the Tribal Housing Unit Rental Agreement the tenant information shall be entered into the HDS automated tenant file system.
- 2) In the event the signatories of the Tribal Housing Unit Rental Agreement cease to be members of the tenant family, the remaining adult family member shall notify the CIHA and, if possible, procure a Tenancy Release Form signed by the adult member no longer living in the unit.
 - a) The remaining adult member in the household shall provide a forwarding mail address of the adult that vacated the unit for notification of the date that they were removed from the household composition.
- 3) Cancellation or termination of Tribal Housing Unit Rental Agreements will be in accordance with the provisions contained in such Tribal Housing Unit Rental Agreements.
- 4) Subletting of Tribal Housing Units by tenants is not allowed.

D. **Occupancy Terms and Conditions:** The tenant is not allowed to assign this lease, or sublet or transfer possession of the premises, or give accommodations to boarders. Residents are allowed to have a guest stay for up to two (2) weeks within a 12-month period, with CIHA approval. Any time period beyond the two (2) weeks will require the guest(s) to be included on the household composition, provided the guest(s) meet all program eligibility requirements, including passing a background check and tribal credit check. Extenuating circumstances beyond two (2) weeks, require approval from the Executive Director.

- E. **Successive Remaining Adult Members to Tribal Housing Unit Rental Rental Agreement:** In the case all signers of the Tribal Housing Unit Rental Agreement no longer continue to reside in the housing unit, any remaining adult member, eighteen years old or older, shall notify CIHA as soon as possible. If there is no original signatory of the Tribal Housing Unit Rental Agreement remaining in the unit, the Tribal Housing Unit Rental Agreement may be terminated by CIHA, and the other remaining members of the household shall be in unlawful detainer unless CIHA, at its sole discretion, executes a new Tribal Housing Unit Rental Agreement with the remaining members of the household.
- 1) Any such remaining adult family member may be allowed to continue occupancy of the unit after review of the circumstances and facts by CIHA. Continuing occupancy by any remaining adult family member(s) who have not previously signed the Tribal Housing Unit Rental Agreement shall be subject to the following conditions:
 - a) The adult family member(s) was previously identified and listed as a family member by the prior signers of the Tribal Housing Unit Rental Agreement.
 - b) The family member(s) is presently occupying the Tribal Housing Unit and intends to continue the occupancy of the unit as their sole private residence.
 - c) The adult family member(s) is willing and able to perform all obligations under the current Tribal Housing Unit Rental Agreement.
 - d) The adult family member(s) meets and/or satisfies the Tribal Housing Unit program eligibility requirements.
 - e) The successive adult family member(s) signs a new Tribal Housing Unit Rental Agreement.
- F. **Caregiver Ineligibility to Assume Tribal Housing Unit:** In the event the original lessee(s) vacate a Tribal Housing Unit, a caregiver that is not a family member, is not eligible for continued occupancy.
- 1) A caregiver is defined as a person who resides in the Tribal Housing Unit and who:
 - a) is determined to be essential to the care and well-being of the tenant(s)
 - b) is not obligated for the support of the tenant(s)
 - c) would not be living in the Tribal Housing Unit except to provide the necessary supportive services.
- G. **Caregiver Ability to Assume Continued Occupancy:** A caregiver that is a family member may be eligible for continued occupancy provided the following terms are met:
- a) The tenant has notified the CIHA of the addition of the caregiver to their household *and states the familial relationship.*
 - b) The caregiver maintained full-time occupancy of the Tribal Housing Unit at the time that original lessee vacated the Tribal Housing Unit.
 - c) The caregiver must meet all the same eligibility requirements under his policy for Tribal Housing Unit housing.

SECTION III Reexaminations, Rent, and Readjustments

- A. **Tenant Eligibility Reexaminations/Recertification**: Reexaminations of all families are to be conducted once every twelve (12) months. The reexamination shall be considered as the scheduled inspection of the assigned Tribal Housing Unit.
- B. **Rents and Rent Adjustments**: All families in Tribal Housing units shall pay rent payments in accordance with the Fair Market Rates in the area and bedroom size.
- C. **Flat Rate Rents for Tribal Housing Unit**: Rent for families in Tribal Housing Units is based on CIHA's calculation of Fair Market Rents in the area. The current rents are attached on the spreadsheet attached hereto as Exhibit A. These rents will be updated from time-to-time at the discretion of CIHA and will be included in an updated Exhibit A. If and when the rents for Tribal Housing Units are changed, tenants will be provided 30 days advance written notice before the new monthly rental rate will apply.
- D. **Inspections**: The scheduled inspections shall take place as follows:
- 1) Inspections will be conducted at 30-60-90-days after the lease is signed and initial move-in to the unit; thereafter will be conducted annually, or as required by CIHA.
 - 2) Re-inspection shall be conducted per notification from CIHA, if Annual inspection failed.
 - 3) If re-inspection failed, then tenant will enter into a Plan of Action and housekeeping training to include other inspections and follow-up action as agreed upon.