

**PUBLIC RENTAL ADMISSIONS, OCCUPANCY, COLLECTION,
GRIEVANCE AND TERMINATION POLICIES**
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SECTION I. INTRODUCTION

- A. **POLICY STATEMENT.** It is the policy of the Navajo Housing Authority (NHA) to provide safe, decent and sanitary housing to low-income families who could not otherwise afford housing. The goals of the NHA are best accomplished by enacting policies and procedures that will govern the actions of the NHA and its Tenants. Every effort shall be made to work with each Tenant to ensure compliance with their Public Rental Dwelling Lease (Public Rental Dwelling Lease)*. This will include: 1) Meeting with Tenants, individually or as a group, 2) Tenants education, and 3) Appropriate notices, written and/or verbal. These policies describe the respective roles of the NHA and its employees in administering the Public Rental Program.

These policies and procedures are applicable to all Tenants of the Navajo Housing Authority and have the force and effect of law.

HUD regulations governing all the NHA's housing programs are contained in 24 CFR Part 1000. These regulations require all Tribally Designated Housing Entities (TDHEs) to adopt Admissions, Occupancy, Collection, Termination and Grievance Policies.

- B. **PURPOSE.** The Public Rental Program Admissions, Occupancy, Collection, termination and Grievance Policies are the policies of the NHA in its selection and admission of applicants, management of its units in providing housing services to low income Navajo families, collection of payments and rents, termination of leases and grievance procedures. It is the purpose of the NHA to achieve the following goals.
1. To assist in alleviating the shortage of decent, safe, and sanitary housing on the Navajo Nation by providing such housing for low income Navajo families; and
 2. To provide housing for a broad range of low income families; and
 3. To maintain 100% occupancy of low income families in Public Rental projects; and
 4. To plan for future developments of housing on the Navajo Nation; and
 5. To provide economic opportunities through the construction, renovation, maintenance and operation of housing; and
 6. To generate sufficient rental revenue to operate a self-sufficient housing entity.

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- C. **THE NATIVE AMERICAN HOUSING ASSISTANCE AND SELF DETERMINATION ACT (NAHASDA) OF 1996.** This Act provides block grant funding to Indian Tribes or their tribally designated housing entities, through the United States Department of Housing and Urban Development (HUD) for the operation and management of housing for low income Indian families residing on Indian reservations and other Indian areas. This Act recognizes the federal government's trust responsibility to Indian people and recognizes the sovereignty of Indian Nation to implement their own housing programs consistent with local conditions.
- D. **THE NAVAJO HOUSING AUTHORITY.** The NHA is a tribally designated housing entity authorized by the Navajo Nation to administer the Indian Housing Block Grant under NAHASDA to provide housing for low-income Navajos and to provide other model housing activities. The NHA's Plan of Operation is found in 6 N.N.C. 601-628.
- E. **GOVERNING LAWS.** The NHA is subject to the Navajo Bill of Rights (1 N.N.C. 1) and the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4), which prohibits discrimination in federally assisted programs, and the Fair Housing Act, as amended (42 U.S.C 3601 et seq.), which prohibits discrimination in the sale or rental of housing, do not apply to tribally designated housing entities, and the NHA's restriction in favor of Navajo or Indian families is not a violation of any provision of Title VI of the Civil Rights Act of 1964 or the Fair Housing Act. The NHA does not discriminate against applicants otherwise eligible for admission.
- F. **POSTING OF POLICIES.** A copy of these Policies shall be prominently posted in every local Housing Management Office and shall be provided to all Tenants/Applicants and the general public upon request.
- G. **PROHIBITION OF RETALIATORY ACTIONS.** Retaliatory action, including eviction, shall not be taken against a Tenant for participation in resident organizations, filing a complaint against NHA with local enforcement agency or participating in a rent strike against the NHA.
- H. **MEANING OF DAYS.** All references to days in these Policies shall mean calendar days, unless specifically stated otherwise. If a deadline date falls on Saturday, Sunday, holiday, or office closures should be the next business day.
- I. **DELIVERY OF NOTICES.** All notices sent by mail shall be deemed to have been received by the tenant three (3) days from the postage date.
- J. **SERVICE OF NOTICES.**

1. All notices shall be served by:

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- a. The notice shall be personally served to the tenant or to any adult residing in the unit officially listed on the family composition, or if such is not possible after two (2) failed attempts;
 - b. Mailed to the tenant's last known address.
2. Where the notice is served in person, it may be served anywhere the tenant is found, including the tenant's place of employment (if such is allowed by the employer) and any other public place. If the tenant is being represented by legal counsel, (after NHA receives notice that the tenant is represented by counsel) the notice may be served to the counsel either in person or by mail.
- K. **AMENDMENTS/WAIVER.** Upon determination of good cause, the NHA Board of Commissioners may amend or waive any provisions of these policies, which does not implement federal or tribal statutory requirements. Requests for an amendment or waiver shall be in writing, clearly indicating the provision of the policies requesting to be waived, and shall be supported by documentation of the pertinent facts and grounds.

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SECTION II. ADMISSION ELIGIBILITY REQUIREMENTS

- A. **ADMISSION.** Applicants For admission to the Public Rental Program shall meet the following requirements:
1. Be income eligible in accordance with these Policies.
 2. Qualify as a family under one of the following categories
 - a. Legally recognized husband and wife with or without children;
 - b. Unmarried man and woman in family relationship with or without children;
 - c. Single or widowed parent with children;
 - d. Single person with guardianship or custody of children or is in the process of securing legal custody of children under the age of 18 years, verified by supporting documents;
 - e. Single person providing live-in care for another member of the family who is a member of the immediate family, as defined in Section X, who needs special attention such as medical care;
 - f. Single person who is pregnant;
 - g. Elderly family as defined in Section X;
 - h. Displaced person as defined in Section X;
 - i. A person who lives alone or intends to live alone, and who does not qualify as; (a) an elderly family, (b) a displaced person, or (c) the remaining member of a Tenant family;
 - j. Siblings. (brothers and sisters)
 3. The head of household or spouse must be 18 years of age or older.
 4. Must have a housing need.

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5. The applicant is required to use the unit as his/her primary place of residence.
6. Must be capable and willing to comply with all requirements of the Public Rental Dwelling Lease and this policy.
7. Must not be:
 - a. An adverse influence upon other residents; or
 - b. A source of danger to the peaceful occupancy of other residents, the premises, or property of the NHA.

B. BACKGROUND CHECKS. Applicants shall submit to the following background checks to determine further eligibility:

1. Rental History.

- a. An applicant will be disqualified from any further consideration for the Public Rental Program if they have an unsatisfactory rental history, which may be indicated by any of the following:
 - 1) Unpaid vacated accounts left with the NHA or any previous rental property,
 - 2) History of late rental payments,
 - 3) Prior eviction due to delinquent payments or other reasons,
 - 4) Leaving any rental property in damaged condition,
 - 5) Abandonment of a dwelling unit.
- b. The rental history of the applicant shall be obtained by the NHA through credit reports and/or references from previous landlords. Applicants with rental histories are required to list the names, addresses and phone numbers of previous landlords for the last seven years.
- c. An applicant, who knowingly misrepresents himself/herself or the fact in an attempt to obtain housing, shall be disqualified.

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2. Criminal History.

a. Criminal conviction records of adult applicants shall be required from tenants for the purpose of applicant screening, Public Rental Dwelling Lease enforcement, and eviction. An applicant and/or tenant will be disqualified from any further consideration for the Public Rental Program if they or a family member listed as a household member 18 years of age or older are convicted or have been indicated within the past five (5) years of any of the following offenses:

- 1) Drug-related offenses
- 2) Sexual abuse of children,
- 3) Rape, murder, manslaughter and other felony crimes.

The five (5) year restriction may be waived if the person has completed a rehabilitation program and has completed all probationary terms imposed by the jurisdiction who convicted the offender.

b. An applicant who has been convicted within the past five (5) years for crimes punishable as misdemeanor offenses under the Navajo Nation Criminal Code will be subject to further review by the NHA to determine their eligibility for the Public Rental Program. The NHA may take into consideration any rehabilitation, treatment or counseling program completed by the person.

c. The criminal history of the applicants and family members 18 years of age or older shall be obtained either by the NHA or the applicant from law enforcement agencies or other reliable data source.

d. Law enforcement agencies shall provide information relating to any criminal conviction of a juvenile only to the extent that the release of such information is authorized under the law of the applicable state, tribe, or locality.

3. In the event of any negative report and/or criminal history regarding an applicant, the NHA may take into consideration the time, nature, and extent of the occurrences and reasonable probability of future favorable performance in determining further eligibility. The information may be disclosed only to any person who has a job related need and is authorized office, employee, or representative of the NHA.

Factors which indicate a probability of favorable future conduct or financial prospects, may include:

a. Evidence of rehabilitation;

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- b. Evidence of willingness to participate in appropriate counseling service programs.
 - c. Evidence of willingness to participate in training or employment programs in the locality.
4. **Criminal History Record Keeping.** The NHA shall keep all criminal conviction records in files separate from all other housing records, and shall be kept in confidential custody of an NHA official. The criminal conviction records may only be accessed with written permission from the NHA and are only to be used for the purposes stated in the Section 208 of the NAHASDA and these policies.
- C. **MANDATORY TENANT EDUCATION.** Each Tenant shall be required to participate in and cooperate fully with the Tenant education requirements to develop a full understanding of their financial and legal responsibilities. Failure without good cause to participate in all sessions may constitute a basis for disqualification from the program or a breach of the Public Rental Dwelling Lease.

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SECTION III. APPLICATION PROCEDURES

- A. **APPLICATION PROCEDURE.** A family wishing to apply for the Public Rental Program must submit a written application form available at all NHA Housing Management Offices. The application shall contain all information necessary for the NHA to determine whether the family meets the eligibility requirements for admission. Verification of employment and all sources of income, (including appropriate documentation to substantiate the determination of total family income), family composition, and present housing conditions is required. Verification documents (e.g., birth certificates, social security cards, tax returns, marriage license, marriage/family profile, and verification of residence and non-assistance from other housing providers) are essential to substantiate the application and

shall be made part of the record of each application along with all other documents relating to eligibility.

1. The filing of an application for a Public Rental unit by a family that is an applicant for a Mutual Help Homeownership or Section 8 housing operated by the NHA, shall not in any way affect the families status with regard to the Mutual Help Homeownership or Section 8 program. Such applicant shall not lose his/her place on a Mutual Help Homeownership or Section 8 housing waiting list until the applicant has been selected for a Public Rental unit and a Public Rental Dwelling Lease has been signed.
2. The application must be signed and dated by the applicant(s) with the date and time stamped and initialed by NHA staff when received.

B. VERIFICATION OF INFORMATION

1. Verification. All statements and information provided by the applicant/tenant in the application are subject to verification by the NHA during admission and recertification.
 - a. Applicants must provide proof of their statements when requested to do so by the NHA.
 - b. As a condition of admission or continued occupancy, the NHA shall require applicants/tenants and family members listed as household members 18 years of age or older to sign the Authorization for the Release of Information Form. The form will be used by the NHA to verify the applicant's information by any depository, private source of income, or federal, state, or local agency, to determine eligibility and monthly rental payments.

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- c. Certification of the Public Rental application by the applicants is sufficient to allow the NHA to verify family composition, preference eligibility and housing need.
 - d. The NHA shall require third party written verification from an employer or public agency, in the review of documentation provided by the family, such as benefits, and employment or other income.
 - e. Any deductions to adjusted income claimed by a family must be supported by proper proof such as receipts and affidavits.
 - f. The NHA shall require all documents prior to placing families on the waiting list.
2. Verification of the tenant's income shall be pursuant to the following:
- a. The NHA's Income Information form signed by the applicant authorizing the employer to release the tenant's income information;
 - b. The NHA's Public Assistance grant information form signed by the applicant authorizing the Agency to release all his/her income information;
 - c. A copy of the most current Income Tax Return for self-employed persons and all persons whose earnings are irregular;
 - d. A personal statement from applicant giving information on all income.
- C. **CERTIFICATION OF APPLICATIONS.** Completed applications shall be certified by the NHA.
- D. **PREFERENCE.** Preference in the selection of Tenants for new or existing rental units shall be made in the following order:
1. **Transfer of Tenants.** The recertification of a tenant provides an opportunity to review any changes in family size that may require a transfer to a larger or smaller dwelling unit. Families requiring transfer to meet the Occupancy Standards in Section IV will receive priority of available units over new applicants.
 2. **Preference Rating.** Eligible applicants who qualify for preference under the below categories (see Preference Rating form *) shall receive priority over other applicants.
 - a. Applicants who are displaced
 - b. Applicants who are living in substandard housing.

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- c. Applicants claiming local preferences.

Applicants will be rated in accordance with the Preference Rating system.

- 3. Applicants claiming preference shall be required to submit supporting from all sources. The preference status must be re-verified prior to selection for occupancy or when a Public Rental unit becomes vacant and available to confirm the applicant's qualification for the priority at the time of selection or availability of a Public Rental unit.
- 4. Meeting a Preference does not guarantee admission, but rather identifies priority groups for first consideration.

E. ELIGIBLE APPLICANTS. Each applicant shall be notified of his/her eligibility status.

- 1. Each applicant shall be personally interviewed and given written notice of their eligibility within fifteen (15) days of the determination. The notice shall include the following information.
 - a. A statement that the family has been determined eligible for the Public Rental Program.
 - b. If a unit is available for the family:
 - 1) Information that a unit is available, identifying the location, project number, and unit number;
 - 2) The number of bedrooms the unit has;
 - 3) The date the unit is available
 - 4) A statement that the applicant will be required to sign a Public Rental Dwelling Lease prior to occupancy, which will describe the family's duties and responsibilities;
 - 5) A statement that the notice is not a contract and does not mean that the NHA is legally obligated to provide housing to the tenant;
 - 6) A statement that the family will be required to attend Tenant Education sessions.
 - 7) An estimated monthly rental payment amount and deposits needed for occupancy.

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- c. If a unit is not available for the family, a statement that the applicant will be placed on a waiting list and will be notified of an available unit when one becomes available.
2. Eligible applicants shall be put on the Public Rental waiting list if no housing is available at the time of eligibility.
 - a. The NHA shall establish individual folders on applicants placed on the waiting list.
 - b. Applicants must renew their application between the months of November to January of each year. Renewal of application may be done by mail or in person.
 3. The NHA shall maintain all records of eligible applicants in a central location.
- F. **INELIGIBLE APPLICANTS.** Each applicant determined to be ineligible will be notified in writing within fifteen (15) days of the determination. The notice shall state the reason(s) for the applicant's ineligibility and will explain his/her right to request an informal conference with the Housing Director within ten (10) days from the date of receipt of the notice. The applicant shall be given an opportunity at the informal conference to:
- 1) Respond to the NHA's reasons for determining his/her ineligibility and
 - 2) provide any other evidence of his/her eligibility, including any evidence that may overcome any discrepancies in his/her application.
- Upon review of all information presented at the conference, the Housing Director shall make a determination on whether or not the applicant is now eligible and inform the applicant of his/her determination within five (5) days of the conference.
- a. Applications declared ineligible shall be kept in the NHA's inactive files for one (1) year from the date of application.
- G. **WAITING LIST.** The NHA shall maintain one Public Rental waiting list of families who have been determined eligible for admission into the Public Rental Program. Eligible applicants will be placed on the waiting list according to:
- 1) preference rating; and
 - 2) time and date of the initial application so long as such application was updated yearly.

Applicants on the waiting list shall have at least the following information on file:

- Name and address of applicant(s) and household members
- Social Security Numbers of all household members
- Census Numbers of all household members (if applicable)
- Family composition and bedroom size desired
- Total family income
- Date of Income Verification
- Qualification for preferences

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1. Every January, each applicant on file will be notified in writing to update their application. At the time the NHA will reaffirm the applicant's eligibility and interest for housing.
2. The NHA waiting list shall remain open for new applicants. However deadlines may be set for submission and certification of applications for a particular housing development.
3. Applicants who fail to update their application either by mail or in person will lose their place on the waiting list and their file will automatically become inactive for lack of interest. Upon re-application, they shall be considered new applicants.
4. Any applicant on the waiting list who wishes to be removed from the waiting list shall submit a Notice in writing to the NHA.

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SECTION IV. OCCUPANCY

A. OCCUPANCY STANDARDS

1. To avoid overcrowding and to ensure full utilization dwelling units are to be assigned in accordance with the occupancy standards set forth below:

NUMBER OF BEDROOMS	NUMBER OF PERSONS MINIMUM	MAXIMUM
1	1	3
2	3	4
3	4	6
4	6	8
5	8	10

2. The number, age, sex and relationship of the persons occupying a bedroom shall meet reasonable standards of privacy and health. A male and female child may not occupy the same bedroom if one of them is five years of age or older.
3. Where a family exceeds the maximum number of persons, the family shall be provided with the most appropriate size unit to accommodate the family.

B. CALCULATION OF RENT. For the purposes of determining median income, the NHA shall use the United States median income.

1. Incomes of temporarily absent family members. After determining that such persons are, in fact, still members of the household, all of their income shall be included, even though part of it may not be available to the household. (see definition)
2. Annual income from full-time employment is obtained by multiplying:
 - Hourly wages by 2,080 hours
 - Weekly wages by 52
 - Bi-weekly amounts by 26
 - Semi-monthly amounts by 24
 - Monthly amounts by 12
3. Annual income from other than full-time employment is obtained by multiplying:

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- Hourly wages by the number of hours the family expects to work annually.
 - Average weekly amounts by the number of weeks the family expects to work.
 - Other periodic amounts (monthly, bi-weekly, etc.) by the number of periods the family expects to work.
4. If the source of income will not continue for full 12 months, the annual amount shall still be calculated as if it were to be received for the entire year. For instance, if a family receives 36 weeks of unemployment at \$100/week, multiply that amount by 52 weeks to arrive at an annual income. When the income source ends, the family should request an interim adjustment on their rent.
 5. Total Family Annual Income, shall be adjusted less the following deductions:
 - a. \$480.00 for each dependent.
 - b. \$400.00 for a family whose head of household or spouse is elderly or disabled.
 - c. Medical expenses in excess of three percent (3%) of the total family income. This deduction is only for elderly and disabled families.
 - d. Amounts paid toward Child Care for children that are thirteen (13) years of age or under, which is necessary because of employment or to further educate the head of household and/or spouse. All adult members of the family have to be working or in school, leaving no adult member to care for the children to be eligible for this deduction.
 - e. Travel expenses not to exceed \$25.00 per week or \$1,300.00 annual, for employment or education-related travel. Mileage (1 way x 2 ways x 52 weeks x the currently published IRS reimbursable mileage rate = Travel expense.
 6. Monthly adjusted family income shall be derived by taking the adjusted family annual income and dividing it by 12..
 7. Monthly Rent shall be derived by: a) multiplying 20% of the monthly Family Adjusted Income and b) subtracting from the total, the utility allowance (see Utility Allowance Schedule below). The monthly rent shall be subject to the following amounts:
 - a. There shall no Minimum Rent
 - b. Ceiling Rent amounts for the following bedroom sizes.

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One (1) Bedroom	\$225.00
Two (2) Bedroom	\$300.00
Three (3) Bedroom	\$375.00
Four (4) Bedroom	\$450.00
Five (5) Bedroom	\$525.00

- c. The ceiling rent shall not apply to rent payment by non-low income families.
8. The total monthly Tenant payment shall not be less than (0) zero even if subtracting the utility allowance results in a negative rent calculation. The utility allowance applied shall only be one of the heating fuel source amounts as shown in the following table:

UTILITY ALLOWANCE SCHEDULE

For Gas or Propane Heating Fuel	Allowance	For All Electric Heating Source	Allowance
One Bedroom	\$ 82.00	One Bedroom	\$ 100.00
Two Bedroom	\$ 106.00	Two Bedroom	\$ 130.00
Three Bedroom	\$ 126.00	Three Bedroom	\$ 145.00
Four Bedroom	\$ 153.00	Four Bedroom	\$ 165.00
Five Bedroom	\$ 172.00	Five Bedroom	\$ 190.00

9. Monthly Rent payment to be paid by non-low income families will be determined as follows and cannot be less than:

a.	Income of non-low income family		Rental Payment of
	<hr/>	X	family at 80% of
	Income of family at 80% of median income		median income.

- b. But need not exceed the fair market rent in local counties.

10. First month rent shall be prorated as follows: (Example)

Family moves in April 6, 1998 and will be \$153.00 per month.
 \$153.00 Divided by 30 days = \$5.10 X 25 remaining days including
 move in date = \$128.00 (rounding off)

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11. The requirement set forth in the paragraph (9) of this section does not apply to non-low income Indian families, which the recipient has determined to be essential to the well-being of the Indian families in the housing area.
12. Adjustments in the amount of the Required Monthly Payment.
 - a. After the initial determination of the tenant's required monthly payments the NHA shall increase or decrease the amount of such payment in accordance with NAHASDA regulations to reflect changes in adjusted income (pursuant to a recertification by the NHA), adjustment in the rent payment or in any of the other factors affecting the computation of the tenant's required monthly payment.

C. RE-DETERMINATION OF TENANT ELIGIBILITY AND FAMILY INCOME.

1. **PURPOSE.** To assure that tenancy in the Public Rental Program is restricted to families meeting the eligibility requirements, the NHA shall re-examine the eligibility and family income status of each tenant to determine eligibility for continued occupancy.
2. **ANNUAL SCHEDULE RE-DETERMINATION.**
 - a. The monthly rent shall be re-determined annually in accordance with an established recertification schedule. Any rental adjustment shall become effective on the date of recertification.
3. **INTERIM RE-DETERMINATION**
 - a. Monthly payments shall be adjusted (increased or decreased) when there is a change in family composition or an increase or decrease in a family's gross income. Tenants shall report all changes in income by 20% or more and/or family composition to the NHA within ten (10) days of the change.
 - 1) Changes in family composition are changes affecting the family status, such as loss of a family member, i.e. death, divorce, or addition of a family member.
 - 2) An increase in a family's income resulting in an increase in payments made to all participants of a federal program, such as welfare assistance programs, Social Security Administration, or a Federal income supplement program, shall not result in a change in rent until the next annual recertification of family income.
 - 3) The case of a rental decrease the adjustment shall become effective on the first day of the month following the date the tenant report in writing of the change in circumstances.

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Payment decrease resulting from changes in family income or composition may be retroactive as determined by the Housing Director.

- 4) Increases in monthly rents shall be effective the first day of the second month following the month the report of the change in circumstances was made.
- 5) If it is determined that the tenant has misrepresented to the NHA the facts upon which his/her rent is based and the tenant should have paid a higher payment, the tenant shall be back charged the proper payment for the period that the misinformation was used.
- 6) If the family failed to respond to the scheduled recertification, any increase in payments shall be retroactive to the recertification date.

4. REQUIRED FORMS FOR RE-DETERMINATION.

The tenant shall complete and sign the following forms:

- a. Continued Occupancy
- b. Income Verification

The following forms may be requested in addition to the required forms.

- a. Authorization for Release of Information
 - b. Federal Privacy Act Notice
 - c. Tenant Certification
 - d. NHA Certification
5. Tenants will be notified in writing of any payment adjustment, within ten (10) days of the adjustment. The notice will state the effective date of the adjustment.
 6. All information provided by tenant during recertification is subject to verification by the NHA.
 7. NHA employees who are tenant will have their recertification conducted by the Housing Director where the unit is located. If the Housing Director is a tenant, the recertification will be conducted by the Director of the Housing Management Division.

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SECTION V. PUBLIC RENTAL DWELLING LEASE

A NHA Public Rental Dwelling Lease is a contract entered between the NHA and selected Tenant(s). The Public Rental Dwelling Lease describes the rights and responsibilities of the NHA and the tenant. The tenant shall execute a Public Rental Dwelling Lease whenever any of the following conditions occur:

- A. **PRE-OCCUPANCY.** The tenant shall execute the Public Rental Dwelling Lease before occupancy, signed by the Head of Household and Spouse, if applicable. One copy shall be given to the tenant and one copy shall remain in the tenant file.
- B. **TRANSFER OF TENANT.** If a tenant family transfer to a different NHA rental unit, the existing Public Rental Dwelling Lease shall be terminated and a new Public Rental Dwelling Lease shall be executed by the Head of Household and Spouse, if applicable, for the new unit.
- C. **TERMINATION OF LEASE.**
1. A tenant wishing to voluntarily terminate his/her participation in the Public Rental Program must give the NHA 30 days written notice and follow procedures specified in the Public Rental Dwelling Lease.
 2. The termination of a Public Rental Dwelling Lease by the NHA shall be in accordance with Section VIII of these policies.
- D. **RESIDENT ORGANIZATIONS AND NON-PROFIT ORGANIZATIONS.** The NHA may lease units to resident organizations, non-profit organizations, Social Services and Health Care Service providers and other agencies for non-dwelling unit purposes if: 1) such is determined to be beneficial and necessary for the welfare of the tenants in a project, and 2) no other unit is available for the organization's activities. The following requirements must be met:
1. The NHA shall submit those units it plans to utilize for non-dwelling use purposes in its annual housing plan.
 2. A lease agreement must be executed between the NHA and the organization/agency for a term not to exceed three (3) years. The NHA may charge up to fair market rent for the unit. Monthly rent payments shall cover at least the cost of garbage removal and insurance coverage of the unit.

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3. The service organization must comply with these policies, except where specifically excluded either in these policies or in the Lease Agreement.
4. The entity shall be required to provide adequate insurance to cover their activities.

E. CONVERSION OF A PUBLIC RENTAL DWELLING UNIT. The NHA may take action to convert any or all Public Rental units in a project to the Mutual Help Homeownership Opportunity Program. Tenants desiring to convert their units shall meet the following conditions:

1. The tenant shall not be delinquent in rent more than two times per year.
2. The tenant shall not have breached other terms of the Public Rental Dwelling Lease.
3. The tenant shall meet all eligibility requirements under the Mutual Help Homeownership Program.

The NHA will require that the project has a lease and legal lot for descriptions. Where there is no lot description or land lease in place, the Housing Management field office shall implement a plan to complete them within a two-year period.

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SECTION VI. PUBLIC RENTAL RULES

- A. **RENT PAYMENTS.** All rent payments are due on the FIRST day of each month without notice in advance. Payment will be accepted by money order, payroll deduction, personal check, or cash. Cash payments will not be accepted by mail. All returned personal checks will be charged an additional service charge upon return. No check cashing is permitted. Receipts will be issued for each payment. A late charge of \$25.00 per month will be applied for every month rent is delinquent.
- B. **CHILDREN.** Tenants are at all time responsible for the conduct of their children, including the children of household members, quests and visitors. Young children should not be left alone or unattended while in the housing area. All children less than 18 years of age within the NHA housing area shall comply with the curfew laws of the Navajo Nation. Curfew hours are from 10:00 p.m. – 6:00 a.m., Sunday through Thursday, and 12:00 a.m. – 6:00 a.m., Friday and Saturday.

Children shall be supervised by an adult while they are at the playground and within the project area. The NHA will not be held responsible for accidents or injuries resulting from playground equipment or while children are left unattended in the housing area.

- C. **CARE AND MAINTENANCE.** Tenants are responsible for the care and maintenance of their units and yards. Proper care should be exercised at all times. Abuse and misuse of the unit and the NHA's equipment, such as refrigerators, ranges, water heaters, furnaces or other physical items within the unit shall be grounds for termination of the Public Rental Dwelling Lease.

Yards shall be kept free of weeds. Planting trees and shrubs are allowed with the permission of the local Housing Management Office. All personal property stored outside the unit shall be stored in an orderly manner and not be scattered throughout the yard.

- D. **MAINTENANCE CALLS.** In the event a unit needs emergency repairs, the tenant shall notify the Housing Management Office. If the office is closed the tenant shall call or locate the maintenance personnel that is on Standby. The Maintenance Standby Schedule which shows phone numbers and directions to the maintenance worker's home will be posted on the entrance fence gate of local Housing Management Office. There will be no charge for repairs of damage resulting from acts beyond the tenant's control. All deliberate and negligent damages to the unit or yard equipment will be charged to the tenant upon completion of the work order. Non-emergency requests shall be made during business hours.
- E. **TRASH DISPOSAL.** All garbage, rubbish and other trash are to be placed in the trash container provided by the NHA. Excess garbage and rubbish is to be placed in separate

PUBLIC RENTAL ADMISSIONS, OCCUPANCY, COLLECTION, GRIEVANCE AND TERMINATION POLICIES

containers. Each container must not weigh more than 55 pounds. The trash containers shall not be used to dispose of oil, ashes, rocks, sand and weeds.

- F. **SAFETY.** Gasoline or any other flammable solvents shall not be stored as a cleaning agent in the unit. NHA expects all occupants to be familiar with all gas, electric and water cut-off valves to their homes. Tenants shall not tamper with any electrical and/or gas controls of the range, furnace, refrigerator and water heater. Water heaters and furnace closets shall be kept clear of oily rags, junk and other flammable materials. Each electrical outlet should be used for only one (1) plug or extension cord. Outlets should not be overloaded. Foreign objects shall not be placed in fuse boxes. No firearms shall be discharged in the vicinity of the residential area. Fireworks, B.B. guns and pellet guns are strictly prohibited in the housing area.

To prevent damage to the unit antennas or wireless cable dishes should not be directly installed on the roof top or physically to the unit. Satellites and wireless cable dishes may be installed within the local Housing Management Office's permission.

G. PETS.

1. Each unit within all NHA projects will be limited to two (2) pets per household.
2. Pets encaged in a cubicle such as fish and birds are exempt from the pet limitation.
3. Vicious animals as defined in the Navajo Nation Dog and Cat Control Ordinance are prohibited from NHA housing units and subdivisions.
4. All tenant and homebuyers and residents residing within NHA subdivision are required to abide by the Navajo Nation Dog and Cat Control Ordinance.
5. All dogs must be properly tagged and the owner must show proof the dogs have been properly vaccinated. Tenants must at all times retain their dogs within their yards or premises by use of a fence, leash or chain. Dogs are the responsibility of the owner. Dogs not tagged and roaming the housing area will be considered "stray dogs" and will be disposed of through the local Animal Control Department.
6. There shall be no corrals and sheep pens built within the housing area. Likewise, there are to be no farm animals kept on the housing premises. Tenants shall not store hay or feed in the housing area.

- H. **SPEED LIMITS.** The housing compound is a residential area with children at play. All Tenants and their guests and visitors shall observe speed limits of 15 miles per hour. Speed limits apply to all vehicles including motorcycles and motor bikes. Speeding and racing vehicles within the housing area are prohibited.

PUBLIC RENTAL ADMISSIONS, OCCUPANCY, COLLECTION, GRIEVANCE AND TERMINATION POLICIES

- I. **VEHICLES/PARKING.** All Tenants shall register their vehicles with the NHA and provide license and vehicle registration information to the NHA upon application and recertification. Tenants and their guests and visitors shall park in their designated parking are provided. In housing developments where no parking space is available, Tenants may park their vehicles on the streets adjacent to the curb. Parking near or by fire hydrants is prohibited. Vehicles not registered and authorized to be on NHA premises shall be removed at the Tenant's expense. No horse trailers flatbeds, travel trailers or mobiles are allowed on the premises. Tenant shall not park any of the above within the NHA housing area.
- J. **UTILITIES.** Excessive use of utilities (electricity, water and gas) such as porch lights left on during the day, children playing with water, etc is prohibited. These utilities are provided for the exclusive use of rental tenants only. Tenants and other persons are not permitted to haul water from housing area. High voltage machines are prohibited without the approval of the NHA.
- K. **KEYS.** Duplicate keys may be obtained by the tenant at the maintenance office at a charge of \$2.00 per key. Upon vacating, the Tenant must return all keys to the local Housing Management Office.
- L. **PEST CONTROL SERVICES.** The NHA has Pest Control Program, which provide extermination services for Public Rental Tenants. All units will be inspected to determine the severity of any pest problem and the appropriate treatment will be administered along with any follow-up treatments and monitoring.
- The NHA Pest Control Program strongly advocates the Integrated Pest Management method, which calls for the resident to maintain a neat, tidy and clean environment, both inside the house and in the yard. The use of pesticides is the last alternative but is sometimes a necessary treatment for the complete elimination of pests.
- M. **ADDITIONS, ALTERATION AND IMPROVEMENTS.** Unless prior written approval is obtained from the NHA any alternations, addition and/or removal or permanent structures, whether interior or exterior, is prohibited. All add-on items and improvements shall become part of the permanent structure and shall not be removed when tenant vacates the premises.
- N. **OPERATION OF SMALL BUSINESS.** The Housing Director may approve the operation of a small business in the home where the tenant provides the following assurances in writing.
1. The unit will remain the tenant's primary residence,
 2. The business activity will not disrupt the basic residential nature of the housing site, and
 3. The business will not require permanent structural changes to the unit that could adversely affect a future tenant's use of the unit.

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The NHA shall rescind this approval upon violation of any of the above assurances. All approved businesses shall comply with all applicable laws.

- O. **EMERGENCIES.** In case of fire or other emergency, the tenant should contact the Fire Department, Police Department or the local Housing Management Office.

- P. **VIOLATIONS.** Any tenant who violates any of these rules will be subject to termination of his/her tenancy. Any violation of these rules or Policies will affect the tenant's continued eligibility status for housing and future housing assistance.

- Q. **UNLAWFUL ACTIVITIES.** Tenants, household members, and their guests and visitors shall not engage in any unlawful activities including but not limited to bootlegging, alcohol, or drug related activities, disorderly conduct or other activities which are hazardous to the health or safety of other tenants, or disturb other homebuyers in the quiet enjoyment of their dwelling. No loud music, either recorded or played live on instruments is allowed on the premises. Tenants should report all unlawful activities occurring on the premises no later than the next business day.

PUBLIC RENTAL ADMISSIONS, OCCUPANCY, COLLECTION, GRIEVANCE AND TERMINATION POLICIES

SECTION VII. COLLECTION POLICY

A. RESPONSIBILITY OF TENANTS TO MAKE PAYMENTS. The obligations of tenants to make all monthly payments are outlined in the Public Rental Dwelling Lease. In general, the responsibilities of all tenants regarding payments are as follows.

1. Make monthly rental payments, including any other charges incurred (utilities, damages, late charges, work orders, etc.) on or before the first day of each month.
2. If payment cannot be made on time, explain the problem to the local Housing Management Office and agree on a settlement agreement before the due dates.
3. Furnish accurate and timely information to the local Housing Management Office regarding family income, employment and family composition to further justify any settlement agreement.

B. NHA'S RIGHT AND RESPONSIBILITIES. The NHA has the right to take action against any tenant who does not make the required payments. The action must be in accordance with the procedures outlined in these Policies and must be administered fairly to all tenants. The NHA is responsible for issuing any Notice of Delinquency, Notice of Intent Terminate, Notice of Termination and Notice to Vacate, and any other notices required by the Policies. The NHA shall make every effort to work with the tenants.

C. PAYMENTS.

1. Full monthly rental payments are due on or *before* the first day of each month.
2. All payments are to be made payable to the "Navajo Housing Authority" and hand delivered or mailed to the local Housing Management Office. All cash payments shall be made in person.
3. Payments may be made in cash, by check* or money order, or by voluntary payroll deduction. A tenant desiring to make payments by voluntary payroll deduction is responsible for making arrangements with his/her employer to have the required payment deducted from his/her earnings. Authorization for Payroll deduction forms** may be picked up at the local Housing Management Office.

There will be a service charge assessed for each returned check.

- a. Payment through voluntary payroll deduction shall be advised where a tenant is continuously delinquent in his/her payments. A tenant is continuously delinquent when he/she has been delinquent at least four (4) times within the recertification period.

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- b. Payment through voluntary payroll deduction shall also be implemented in settlement agreement with tenants who have breached their Public Rental Dwelling Lease.

- 4. Payments for NON-Dwelling Leases. Payment plans for Social Services, Group Homes, Day Cares, and other services providers shall be set forth in the Lease Agreement. The payments may be arranged on a monthly or quarterly basis. Payments shall be made payable to the “Navajo housing Authority” and sent to NAVAJO HOUSING AUTHORITY, Finance and Accounting Department, Post Office Box 4980, Window Rock, Arizona, 86515.

D. DELINQUENT ACCOUNTS.

- 1. Late charges. Payment not received by 5:00 p.m. on the fifth calendar day of each month shall be considered delinquent. A late charge of \$25.00 per month will be assessed for each month that the payment remains unpaid. The late charge shall continue to accrue until the delinquent account is cleared with the NHA.

- 2. Hardship Cases. In lieu of sending a Notice of Delinquency, the NHA may, in emergency situations, grant extensions of time or accept partial payments where the tenant has notified the Housing Management Office, in person or in writing, on or prior to the due date. The tenant has explained the emergency situation and has made arrangements to pay the delinquent amount not to exceed thirty (30) days.
 - a. Extensions – the payment history of the tenant shall be considered in granting any extensions. Extensions shall be limited to unusual cases, such as death in the immediate family, medical emergencies, and a lost, stolen or delayed check, which is supported by documentation. The burden of showing hardship shall be on the tenant.
 - 1) An agreement (through a Settlement Agreement*) shall be made in writing, stating the reason for the extension and specifying the date or dates on which payments are to be made, but no longer than thirty (30) days.
 - 2) Failure to comply with the agreement will result in a Notice of Delinquency.
 - 3) Not more than two (2) extensions will be granted during a twelve- (12) month period.
 - 4) The grant of an extension will discharge the \$25.00 late fee so long as the tenant complies with the Settlement Agreement.

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- b. Partial Payments – A partial payment on or before the fifth calendar day of each month will not discharge the \$25.00 late fee.

3. Notices of Delinquency

- a. By the sixth day, the tenant has not made full monthly payment and did not make arrangements with the NHA before the due date for an extension or partial payment, the NHA shall serve the tenant with a Notice of Delinquency.

- b. Notices of Delinquency shall be delivered to the tenant.

- c. Notices of Delinquency shall include the following:

- 1) a statement that the tenant is delinquent, the amount of the delinquency, amount of the late fee assessed and a demand for immediate payment of the delinquent amount.
- 2) a statement that the tenant has ten (10) days to pay the delinquent amount.
- 3) a statement that upon the failure of the tenant to comply with the Notice within the required time will result in a Notice of Intent to Terminate.

E. **CONSUMER CREDIT COUNSELING.** Consumer Credit Counseling is available to all tenants upon request or at the recommendation of the NHA. Such counseling may include finance and budgeting practices. Any requests for such counseling shall be made to the Housing Director or Delegatee who will schedule a meeting with tenants and the Tenant Education Program of the NHA.

F. **SMALL CLAIMS PROCEEDINGS.** The Housing Management Office may at any time after a Notice of Delinquency is delivered to the tenant, file a small claims proceeding with the Navajo Nation District Court, if the amount of delinquency is less than \$2,000.00. The filing of such claim will be made in accordance with the Small Claim Procedures of the Navajo Nation Court. The filing of a Small Claims action shall not preclude the NHA from proceeding with termination of the Public Rental Dwelling Lease in accordance with these Policies.

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**SECTION VIII. TERMINATION OF THE PUBLIC RENTAL DWELLING
LEASE.**

A. TERMINATION OF PUBLIC RENTAL DWELLING LEASE. The NHA has the authority to terminate a Public Rental Dwelling Lease when a tenant has violated the terms or conditions of the Public Rental Dwelling Lease and/or these policies.

1. The following constitutes a violation of the Public Rental Dwelling Lease, which shall result in the NHA serving the tenant with a Notice of Intent to Terminate. *
 - a. Failure to provide accurate information regarding tenant's household composition or household income within fifteen (15) days after a request is made by the NHA, and/or the tenant failure to report changes in household income or household composition.
 - b. Where a Notice of Delinquency was served, and the tenant failed to pay the delinquent account.
 - c. Engagement by the tenant, any member of the tenant's household, or any guests or visitor of the household, in any criminal activity that threatens the health, safety or right to peaceful enjoyment of the residents or employees of the NHA.
 - 1) The conduct to which this part applies includes, but is not limited to, vandalism, arson, bootlegging, drug sales, assault, threatening with violence and violations of any criminal laws of the Navajo Nation.
 - 2) Termination proceedings shall begin upon reliable information received of the criminal activity. Reliable information may be either a police report, reports from tenants or homebuyers or other concerned person within the housing development or report by an NHA employee or any other person not mentioned above. Termination proceedings shall begin regardless of whether or not a criminal proceeding has initiated or is pending.
 - d. Engagement by the tenant, any member of the tenant's household, or any guest or visitor of the household, in any drug related criminal activity on or near the premises of the housing development.
 - e. Abandonment of the home. Abandonment exists where the tenant and his/her family listed as part of the household composition is absent from the unit for a period of over thirty (30) continuous days without notification to the local Housing Management Office.

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- 1) When the Housing Management Office has determined that the unit has been abandoned by tenant, Management shall document the period of abandonment and shall make three (3) personal attempts to contact the tenant at the unit and document such attempts. All efforts to locate the tenant shall be documented.
 - 2) The Notice of Intent to Terminate shall be sent to the absent Tenant's last known mailing address.
 - 3) After thirty (30) days and no response by the absent Tenant either in person or in writing to the Notice of Intent to Terminate, the Housing Director shall have the unit secured by the maintenance workers to prevent vandalism to the unit.
 - 4) Upon termination of the Public Rental Dwelling Lease in accordance with these Policies, all property left behind by the absent tenant shall be stored as provided in subsection J of this Section.
- f. Failure to abide by any term or condition of the Public Rental Dwelling Lease and these policies after being informed in writing by the Housing Management Office shall result in a breach of the agreement and failure to comply with policies.
- g. Violation of any other terms or conditions of the Public Rental Dwelling Lease and these policies.
2. The Notice of Intent to Terminate shall include the following:
- a. Name, address, unit number and project number of the tenant;
 - b. The specific violation(s) of the Public Rental Dwelling Lease and/or policies violation reasons why NHA determined that the tenant violated the specific provision. (NHA may attach evidence of the alleged violation, including, but not limited to, documents statements, police reports, and/or court orders to the Notice);
 - c. A statement that the NHA intends to terminate the Public Rental Dwelling Lease on a specific date, as set forth in subsection 3 below and that the tenant may request an informal conference (except where the proposed termination is for criminal activities under the "One Strike, you're Out" policy) or hearing regarding the proposed termination within the time set forth in subsection 3 below.
 - d. A statement that the tenant is entitled to the following at the formal hearing:
 - 1) The right to a formal hearing before an impartial party;

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- 2) The right to attend the hearing and be represented by any person of his/her choice, including an attorney or court advocate;
 - 3) The right to present evidence and testimony;
 - 4) The right to have others make statement on his/her behalf;
 - 5) The right to refine the evidence presented by the NHA including the right to confront and cross-examine witness and to present any affirmative legal or equitable defense.
- e. A statement that the tenant may examine copy or duplicate any documents, records, or regulations related to the proposed termination prior to any informal conference or formal hearing during regular business hours of the NHA. Copies and/or transcripts of said documents shall be made at the tenant's expense at \$0.25 per copy. In-house correspondence and any correspondence between the NHA and its legal advisors shall not be included among the documents available for examination.
- f. A statement that the Public Rental Dwelling Lease will be terminated on the specified date unless the tenant has requested an informal conference or formal hearing in accordance with the NHA's grievance procedures set forth in Section IX.
3. Termination Procedures
- a. "One Strike, you're Out" Expedited Termination Procedures shall apply to following criminal activities engaged in by the tenant, any member of his/her household or any guest or visitor of the household:
 - Homicide
 - Rape
 - Alcohol and Drug Violations
 - Serious Bodily injuries
 - 1) No later than three (3) days following the criminal activity, the NHA shall serve the tenant with a Notice of Intent to Terminate. The tenant shall have five (5) days from receipt of the notice to respond and request for a formal hearing to the Housing Management Office.
 - 2) Upon the Housing Management's receipt of a request for a formal hearing, it shall immediately schedule the hearing to be held within 48 hours.
 - 3) The formal hearing shall be in accordance with the formal hearing procedures in Section IX. The hearing officer shall issue a written decision immediately upon the conclusion of the hearing.



RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE NAVAJO HOUSING AUTHORITY

Amending Resolution NHA-3008-98, the Revised Public Rental Policies, and Resolution NHA-3009-98, the Revised Mutual Help Homeownership Policies, Regarding the Termination Procedures and When NHA May Serve a Notice of Intent to Terminate

WHEREAS:

1. Pursuant to 6 N.N.C. Sections 605 (b)(9), the Board of Commissioners of the Navajo Housing Authority (NHA) is empowered to manage the affairs of the NHA with the power to make rules and policies concerning the occupancy its housing units; and

2. On February 20, 1998, the Board of Commissioners approved Resolution NHA-3008-98 and Resolution NHA-3009-98, the Revised Public Rental Policies and the Revised Mutual Help Policies respectively; the policies will become effective on April 2, 1998; and

3. One section of the above mentioned policies contains an error that needs to be corrected on or before the effective date; and

4. Section VIII(A)(3)(b)(1) of the Public Rental Policies and Section XI(A)(3)(b)(1) of the Mutual Help Homeownership Policies states:

No later than three (3) days following the violation Of the Public Rental Dwelling Lease [and Mutual Help Lease] the NHA shall serve to tenant with a Notice of Intent to Terminate.

5. The language (both policies) should be amended to read as follows:

No later than three (3) days following the violation of the public Rental Dwelling Lease or the Mutual Help Occupancy Lease The NHA shall serve a Notice of Intent to Terminate upon an occupant no later than thirty (30) days from the date NHA first receives reliable information of the alleged violation of the lease agreement and/or these policies. Reliable information may be either a police report, court order, housing security report, NHA employee report, written complaint from a homebuyer or tenant, or information of any nature that is confirmed by the NHA through a subsequent inquiry or investigation.

RESOLUTION NHA-3029-98

April 2, 1998

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6. It is in the best interest of Navajo Housing Authority for the Board of Commissioners to amend the Public Rental and Mutual Help Policies regarding when a notice of intent to terminate may be served upon a resident.

NOW, THEREFORE, BE IT RESOLVED THAT:

A. The Board of Commissioners of the Navajo Housing Authority hereby amends Resolution NHA-3008-98 and Resolution NHA-3009-98 regarding the Termination Procedures and when NHA may serve a Notice of Intent to Terminate, specifically, Section VIII(A)(3)(b)(1) of the Public Rental Policies and Section XI(A)(3)(b)(1) of the Mutual Help Homeownership Policies; the amendment shall read as follows with new language underlined and deletions noted:

~~No later than three (3) days following the violation of the Public Rental Dwelling Lease or the Mutual Help Occupancy Lease~~ The NHA shall serve a Notice of Intent to Terminate upon an occupant no later than thirty (30) days from the date NHA first receives reliable information of an alleged violation of the lease agreement and/or these policies. Reliable information may be either a police report, court order, housing security report, NHA employee report, written complaint from a homebuyer or tenant, or information of any nature that is confirmed by the NHA through a subsequent inquiry or investigation.

B. The Board of Commissioners of the Navajo Housing Authority further approves the amended section to be effective immediately and in conjunction with the entire revised policies.

CERTIFICATION

Commissioner Susie Wauneka moved that the foregoing Resolution **NHA-3029-98** be adopted and this was seconded by Commissioner Eugene Guerito.

Same was passed by the following vote:

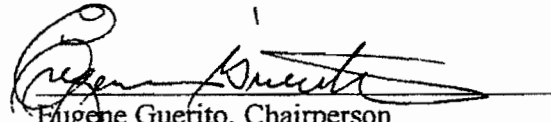
AYES : 7 NAYES : 0 ABSTAINED : 0

RESOLUTION NHA-3029-98

April 2, 1998

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The Secretary, thereupon, declared said motion carried and said Resolution NHA-3029-98 was adopted this 2nd day of April, 1998.


Eugene Guerito, Chairperson
NHA BOARD OF COMMISSIONERS

ATTEST:


Susie Wauneka, Secretary/Treasurer
NHA BOARD OF COMMISSIONERS

DIVISION APPROVAL: M. Watson 4/1/98
LEGAL REVIEW: Mary Shirley 4-1-98
EXECUTIVE DIRECTOR: [Signature]
EXECUTIVE SECRETARY: [Signature] 4-1-98

PUBLIC RENTAL ADMISSIONS, OCCUPANCY, COLLECTION, GRIEVANCE AND TERMINATION POLICIES

- 4) The decision shall include a Notice of Termination and Notice to Vacate if the decision is in NHA's favor.
- 5) In the event the tenant does not respond to the Notice of Intent to Terminate and no request for a formal hearing is made, the Housing management Office shall serve the tenant with a Notice of Termination and Notice to Vacate. The tenant shall vacate the home within three (3) days following receipt of the notice.

b. Normal Termination Procedures.

For other criminal activities not described in (1) above, for failure to pay monthly rental payments; or for other violations of the Public Rental Dwelling Lease and/or these policies. The following shall apply to other criminal activities.

- 1) No later than three (3) days following the violation of the Public Rental Dwelling Lease, the NHA shall serve the tenant with a Notice of Intent to Terminate. The tenant shall have fifteen (15) days from receipt of the notice to respond and request for either an informal conference or formal hearing to the Housing Management Office.
- 2) Upon the Housing Management's receipt of a request for either an informal conference or hearing, it shall schedule the informal conference or formal hearing in accordance with the grievance procedures in Section IX.
- 3) If the tenant has requested an informal conference, the conference shall be held within five (5) days of the request. The tenant shall receive a written summary of the Housing Director's decision as a result of the informal conference, within the next business day of the discussion. If the tenant is not satisfied with the outcome of any informal conference, he/she may request for a formal hearing within ten (10) days of receiving the decision of the informal conference. If no formal hearing request is made, the NHA shall deliver a Notice of Termination and Notice to Vacate after the time for requesting a formal hearing has passed.
- 4) If the tenant does not want an informal conference, he/she may request a formal hearing before a hearing officer in accordance with the grievance procedures in Section IX. The formal hearing shall be held within five (5) days of the request. The tenant shall receive the hearing officer's written decision within five (5) days of the hearing. The decision of the hearing officer shall include a Notice of Termination and Notice to Vacate if the decision is in NHA's favor.

PUBLIC RENTAL ADMISSIONS, OCCUPANCY, COLLECTION, GRIEVANCE AND TERMINATION POLICIES

- 5) Settlement agreements entered as a result of a Notice of Intent to Terminate shall include a provision that breach of the settlement agreement will result in a Notice of Termination and Notice to Vacate.
- 6) If the tenant does not respond to the Notice to Intent to Terminate and no request for an informal conference or informal hearing is made, the Housing Management Office shall serve the tenant with a Notice of Termination and Notice to Vacate. The tenant shall vacate the home within five (5) days of receipt of the notice.

B. NOTICE OF TERMINATION AND NOTICE TO VACATE

1. A notice of Termination and Notice to Vacate* shall be served to the tenant upon one of the following:
 - a. A formal hearing was held and a decision was entered by the hearing officer to terminate the Public Rental Dwelling Lease. The Notice of Termination and Notice to Vacate shall be delivered along with a copy of the hearing officer's decision to terminate the Public Rental Dwelling Lease.
 - b. Tenant failed to respond to the Notice of Intent to Terminate within the required time.
 - c. The tenant breaches a settlement agreement entered as result of a Notice of Intent to Terminate.
 - d. A decision to uphold the Notice of Intent to Terminate was made by the Housing Director or designee at an informal conference and the time to request a formal hearing has passed.
2. The Notice of Termination and notice to Vacate shall require the tenant to vacate and surrender possession of the unit within:
 - a. Three (3) days for criminal offenses listed in the "One Strike, You're Out" policy, or
 - b. Five (5) days for other violations of the Public Rental Dwelling Lease.
3. The Notice of Termination and Notice to Vacate shall include the following:
 - a. A statement that the tenant's Public Rental Dwelling Lease has been terminated.
 - b. A statement that if the tenant does not vacate the premises within the applicable three (3) or five (5) days, the NHA may file an action for eviction, and may file civil complaint for criminal trespass at the option of the NHA.

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- c. A statement that the tenant is obligated to pay any delinquent accounts due the NHA immediately, the failure to pay may cause the NHA to file a civil complaint for Restitution. The Notice shall provide the amount owed as of the date of the notice along with a statement of account showing the amount owed.

C. **SERVICE OF NOTICES.** All notices shall be served in accordance with Section I (J) of these policies.

D. EFFECT OF TERMINATION OF PUBLIC RENTAL DWELLING LEASE

- 1. Terminates all rights of possession a tenant may have had in a unit.
- 2. Payments for delinquent account or charges does not change the status of the termination, but payments will be applied to decrease the amount of restitution owed the NHA.

E. **EVICTION.** Upon the tenant's failure to comply with the Notice of Termination and Notice to Vacate, the Housing Management Office may refer the case to the NHA Legal Department for eviction.

- 1. A civil action for eviction (Forcible Entry and Detainer) may be file upon the tenant's failure to comply with the Notice to Vacate. The following guidelines must be observed before any action of eviction is taken by the NHA.
 - a. The tenant must have been sent a Notice of Intent to Terminate stating the reason for the notice and have been afforded an opportunity to respond.
 - b. If the tenant requested an informal conference or formal hearing, such hearing must have been in accordance with the NHA's grievance procedures.
 - c. The tenant must have been delivered a Notice of Termination and Notice to Vacate and given an opportunity to voluntarily vacate the unit.
- 2. The Legal Department will perform the following in all cases referred for eviction:
 - a. Review the file to ensure proper notices were sent and due process rights were afforded to the tenant.
 - b. File a Civil Complaint for Forcible Entry and Detainer in the Navajo Nation District Courts.
 - c. At the NHA's option, file a criminal complaint for criminal trespass.
 - d. If applicable, file a complaint for Restitution.

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e. Immediately inform the Housing Director of the outcome of the case.

F. **OBLIGATIONS OF TENANTS UPON VACATING UNIT.** Upon vacating the unit, the tenant is required to leave the premises clean and in good condition, excepting normal wear and tear.

G. DUTIES OF THE NHA DURING VACATING OR EVICTION

1. The NHA shall plan, organize and coordinate all activities involving the vacating or eviction of a tenant. Duties include proper documentation of all activities.
2. Upon vacating of the unit by the tenant, the NHA shall take immediate possession of the dwelling unit and have the unit secured by maintenance personnel.
3. The NHA shall inventory all property left by the tenant and draft a plan for its disposal or sale.
4. If the property left behind is generally considered to be of traditional or religious value, the NHA should take extra care in handling and storing these items.

H. **DUTIES OF MAINTENANCE PERSONNEL DURING VACATING OR EVICTION.** The Maintenance personnel shall perform the following duties at the time a Tenant is vacating a unit:

1. Be present on site and change locks on all doors and secure the house by boarding up the windows. They shall also remove all property left behind by the tenant and store it in accordance with subsection J below.
2. Conduct a move-out inspection and properly document the inspection.
3. Make sure all personal belongings of the tenant are removed from within and around the unit.
4. Return all keys to the Housing Management.

I. **VACATED ACCOUNTS.** A Vacated Account shall mean an outstanding account left by a Tenant for whom notice was sent by the NHA and thirty (30) days has elapsed since move-out. It may consist of delinquent account and not limited to utility costs during the renovation.

1. Vacated accounts remain the responsibility of the tenant and shall be collected by the NHA in accordance with its Vacated Accounts Policies and Procedures, including the reporting of such accounts to Credit Bureaus.

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2. A tenant may dispute the amount of his/her vacated account in accordance with the grievance procedures in Section IX of these Policies.
3. A tenant with a vacated account, even if written off, shall be ineligible for future housing assistance from the NHA until he/she has cleared the debt.

J. STORAGE OF TENANT'S PROPERTY. All property left behind by the tenant upon termination of his/her Public Rental Dwelling Lease and his/her vacating of the unit shall be inventoried and stored at Tenant's cost. Notice of the storage shall be sent to Tenant's last known mailing address within (5) working days of the storage. After the property is stored for thirty (30) days without being claimed, the Housing director or designee shall put the property up for public sale. Notice of the public sale shall be sent to Tenant's last known mailing address ten (10) days prior to the sale. Proceeds from the sale shall be applied first to the cost of storage and the remainder to Tenant's vacated account. Any funds remaining and owing to Tenant shall be sent to Tenant's last known address by certified mail. If the Housing Director or designee determines that the property has no monetary value, the property shall be disposed of as trash after proper documentation is made.

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SECTION IX. GRIEVANCE PROCEDURES

A. **POLICY.** Every tenant has the right to grieve any NHA action or failure to act which adversely affects the tenant with regard to this duties, rights, welfare or status under the Public Rental Dwelling Lease. Such aggrieved tenant shall be afforded an opportunity to prevent his grievance to the NHA.

B. APPLICABILITY

1. These grievance procedures are not applicable to disputes between tenants not involving the NHA.
2. These grievance procedures are not intended as a forum for initiating changes in policy between a group of tenants and the NHA.

C. PROCEDURES FOR INFORMAL CONFERENCES

1. Informal conferences are not available to tenants served with a Notice of Intent to Terminate for criminal activities under the “One Strike, You’re Out” policy set forth in Section VIII. However tenants are entitled to a formal hearing.
2. Tenants may request an informal conference with the Housing Management Office upon receiving a Notice of Intent to Terminate or upon any action or failure to act by the NHA which adversely affects the tenant. Tenants are not required to request for an informal conference prior to requesting a formal hearing.
3. All requests for an informal conference shall be given in writing to the Housing Management Office. The request shall include the action or inaction complained of, the date the action or inaction occurred, and the parties involve. It will be sufficient for the tenant to appear in person at the Housing Management Office and request for an informal conference. The NHA may assist tenants in their request for an informal conference in writing. All request for informal conference must be signed by tenant.
4. The request for an informal conference shall be made by tenant within fifteen (15) days of occurrences of the action or inaction adversely affecting the tenant.
5. Upon receipt of the request, the NHA shall hold an informal conference no later than five (5) days of receipt of the request. The NHA shall deliver to the tenant a notice of the date of the conference.
6. The tenant shall be informed of his right to a formal hearing at the informal conference. The conference shall be documented and preserved for the NHA’s Tenant file.

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7. A written summary of the discussion, including the following, shall be prepared by the NHA no later than the next business day after the conference:
 - a. The names of the participants;
 - b. The date and time of the discussion;
 - c. The tenant's specific request for relief, the Housing Director or designee decision, the reasons for the decision and any stipulation or agreements agreed to.
 - d. The right of the tenant to a formal hearing in accordance with these procedures.

One copy of the summary shall be given to the tenant and one kept in the tenant's file. If the tenant is not satisfied with the decision or disposition of his/her complaint, he/she may request for a formal hearing.

D. PROCEDURES FOR FORMAL HEARINGS

1. Request for a Formal Hearing

The request by a tenant for a formal hearing shall be made in writing:

- a. Where a Notice of Intent to Termination was served for criminal activities under the "One Strike, You're Out" policy set forth in Section VIII, within five (5) days of receipt of the Notice of Intent to Terminate;
 - b. Where an informal conference was held within ten (10) working days of receipt of the written summary;
 - c. If the tenant did not want an informal conference, within fifteen (15) days of the Notice of Intent to Terminate or the action or inaction complained of.
2. Failure to request a hearing within the time allowed shall constitute a waiver of the right to any further grievance hearings. It will be sufficient for the tenant to appear in person at the Housing Management Office and request for a formal hearing. The Housing Management staff may assist such persons in requesting their formal hearing in writing. The request shall include the action or inaction complained of, the date the action or inaction occurred, the parties involved the decision of the Housing Director or designee at the informal conference and the relief being requested. All requests for a formal hearing must be signed by the tenant.
 3. The Housing Management Office shall schedule a hearing to be held:

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- a. For criminal activities under the “One Strike, You’re Out” policy, within 48 hours of the request for a formal hearing.
 - b. For other violations of the Public Rental Dwelling Lease and/or these policies or where the tenant is complaining of an act or failure to act by the NHA, within five (5) days of the requests for a formal hearing.
4. The formal hearing shall be held before a hearing officer in accordance with the “*Hearing Officers Procedures*”.
- a. Hearing Officers
 - 1) The hearing officer shall be fair, impartial and disinterested in the grievance, and shall not have been involved in the dispute prior to the request for a formal hearing. A hearing officer shall not be an employee of the NHA.
 - 2) Each Housing Management Office shall maintain a list of hearing officers.
 - b. Hearing Location. All grievance hearings shall be held at a location designated by the Housing Management Office.
 - c. Failure to Appear for Hearing. Unless otherwise continued, if either the tenant after having been duly notified, or the NHA fails to appear for the hearing, the hearing officer may hold the hearing without the non-appearing party, or at its discretion reschedule the hearing not to exceed five (5) days. The hearing officer shall wait no more than fifteen (15) minutes after the appointed hour before deciding whether to hold the hearing or reschedule the hearing. This subsection does not apply to the “One Strike, You’re Out” policy.
5. The tenant shall be afforded a fair hearing providing the basic safeguards of due process, which shall include.
- a. The opportunity to examine copy or duplicate any relevant documents, records or regulations, before the hearing during regular business hours of the NHA. Copies and/or transcripts of said documents shall be made at the tenant’s expense at \$0.25 cents per copy.
 - b. The right to be represented by anyone of his/her choice, including an attorney or court advocate licensed with the Navajo Nation Bar Association. The tenants have rights to represent themselves.
 - c. The right to present evidence and testimony.

- d. The rights to have others make statements on his/her behalf.
- e. The right to refuse the evidence presented by the NHA, including the right to confront and cross examine witness and to present any affirmative legal or equitable defense.
- f. The right to a written decision.

E. DECISIONS OF THE HEARING OFFICER

- 1. The hearing officer shall render a decision:
 - a. For criminal activities that fall under the “One Strike, You’re Out” policy described in Section VIII, at the conclusion of the hearing;
 - b. For all other grievances, within five (5) days after the hearing.
- 2. The decision of the hearing officers shall be final administrative decision and shall be binding on all parties.
- 3. A copy of the written decision shall be given to the tenant, a copy filed in the tenant’s NHA file and a copy sent to the Director of the Housing Management Division.

- F. **APPEAL.** Any decision by the hearing officer shall not constitute a waiver of any rights to review before any judicial proceeding.

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SECTION X. DEFINITION OF TERMS

ADJUSTED INCOME. The term “adjusted income” means the annual income that remains after excluding the following amounts:

- A) **YOUTH, STUDENTS, AND PERSONS WITH DISABILITIES.** \$480.00 for each member of the family residing in the household (other than the head of the household or the spouse of the head of the household)
 - (i) Who is under 18 years of age; or
 - (ii) Who is
 - (i) 18 years of age or older; and
 - (ii) A person with disabilities or a full time student.
- B) **ELDERLY AND DISABLED FAMILIES.** \$400.00 for an elderly or disabled family.
- C) **MEDICAL AND ATTENDANT EXPENSES.** The amount by which 3 percent of the annual income of the family is exceeded by the aggregate of:
 - (i) medical expenses, in the case of an elderly or disabled family, and
 - (ii) 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.
- D) **CHILDCARE EXPENSES.** Childcare expenses, to the extent necessary to enable another member of the family to be employed or to further his or her education.
- E) **EARNED INCOME OF MINORS.** The amount of earned income of any member of the family who is less than 18 years of age.
- F) **TRAVEL EXPENSES.** Excessive travel expenses, not to exceed \$25.00 per family per week, for employment or education related travel.
- G) **OTHER AMOUNTS.** Such other amounts as may be provided in the NHA’s Indian housing plan.

ANNUAL INCOME AND EXCLUSIONS. Annual income is the anticipated total income from all sources received by the family head and spouse (even if temporarily absent) and by each additional member of the family, including all net income derived from assets, for the 12-month

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period following the effective date of the initial determination of income, exclusive of certain types of income as provided in paragraph (2) of this definition.

(1) Annual income includes, but not limited to:

- (i) The full amount, before any payroll deduction, of wages and salaries overtime pay commissions, fees, tips and bonuses, and other compensation for personal services.
- (ii) The net income from operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;
- (iii) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deduction in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (1) (ii) of this definition. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000.00, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD.
- (iv) The full amount of periodic amounts 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 amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in paragraph (2) (xiv) of this definition);
- (v) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in paragraph (2) (iii) of this definition.
- (vi) Welfare assistance. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter

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and utilities, the amount of welfare assistance income to be included as income shall consist of:

- (A) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
- (B) The maximum amount that the welfare assistance could, in fact, allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under paragraph (1) (vi) (B) of this definition shall be the amount resulting from one application of the percentage;
- (vii) Periodic and determinable allowances, such as alimony and child support payments, and regular contribution or gifts received from persons not residing in the dwelling; and
- (viii) All regular pay, special pay, and allowances of a member of the Armed Forces (but see paragraph (2) (vii) of this definition.

(2) Annual Income does not include the following (annual income exclusions):

- (i) Income from employment of children (including foster children) under the age of 18 years;
- (ii) Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the tenant family, who are unable to live alone);
- (iii) Lump-sum additions to family assets, such as inheritance, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses (but see paragraph (1) (v) of this definition);
- (iv) Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- (v) Income of a live-in aide;
- (vi) The full amount of student financial assistance paid directly to the student or to the educational institution;

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- (vii) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- (viii)
 - (A) Amounts received under training programs funded by HUD;
 - (B) Amounts received by a disabled person that are disregarded for a limited time for purposes of Supplement Security Income eligibility and benefits because that are set aside for use under a Plan for Achieving Self-Support (PASS);
 - (C) 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 participant in a specific program;
 - (D) Amounts received under a student service stipend. A resident service stipend is a modest amount (not to exceed \$200.00 per month) received by an Indian Housing resident for performing a service for the IHA, on a part-time basis that enhances the quality of life in the development. Such services may include, but are not limited to fire patrol, hall monitoring, lawn maintenance and resident initiative coordination. No resident may receive more than one such stipend during the same period of time.
 - (E) Incremental earnings and benefits resulting to any family member from the participant 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. 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.
- (ix) Temporary, nonrecurring, or sporadic income (including gifts);
- (x) Earnings in excess of \$480.00 for each full-time student 18 years old or older (excluding the head of household and spouse);
- (xi) The earnings and benefits to any family member resulting from the participation in a program providing employment training and supportive services in accordance with Family Support Services Act of 1988, section 22 of the 1937 Act, or any comparable Federal, state, tribal, or local law during the exclusion period. For purposes of this paragraph (2) (xii) of the definition, the following definitions apply:
 - (A) comparable Federal, state, tribal or local law means a program providing employment training and supportive services that
 - (1) Is authorized by Federal, state, tribal, or local law;
 - (2) Is funded by Federal, state, tribal, or local government;
 - (3) Is operated or administered by a public agency; and

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- (4) Has as its objective to assist participants in acquiring employment skills.

- (B) Exclusion period means the period during which the family member participates in a program describe in this definition, plus 18 months from the date the family member begins the first job acquired by the family member after completion of such program that is not funded by public housing assistance under the 1937 Act. If the resident is by terminated from employment with good cause, the exclusion period shall end.

- © Earnings and Benefits means the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job;

- (xii). Deferred periodic amounts from supplement security income and social benefits that are received in a lump-sum amount or in prospective monthly amounts;

- (xiii)Amounts received by the family in the form of refunds or rebates under state or local law for property taxes on the dwelling unit,

- (xiv)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 that includes assistance under 1937 Act. A notice is published from time to time in the Federal Register and distributed to recipients identifying the benefits that quality for this exclusion. Updates will be published and distributed when necessary.

BOARD. Shall mean The Board of Commissioners of the NHA

CHILDCARE EXPENSE. The amount anticipated to be paid by the family for the care of children under thirteen (13) years of age during the period for which the Annual Income is computed, but only where such case is necessary to enable all Family members to:

1. Be gainfully employed; or
2. Further his or her education.

The amount deducted shall reflect reasonable charges for childcare and, in the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment. All adult members of the family have to be working or in school, leaving no adult member to take care of the children to qualify for this deduction.

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COMMON AREAS. The property that is used jointly by all Tenants, such as sidewalk and alleyways.

CRIMINAL ACTS. Any unlawful activity subject to punishment by any Federal, tribal or state criminal codes.

DEPENDENT. A member of the household (excluding foster children), other than the Family Head or Spouse, who is under eighteen (18) years of age or who is a person with disabilities or handicapped person, or is a full time student. Certification is required for disabilities and student status.

DISPLACED PERSON. See Preference Rating Definition.

DWELLING UNIT. A residential unit covered by the NHA's (Public Rental Dwelling Lease).

ELDERLY FAMILIES AND NEAR-ELDERLY FAMILIES. The terms "elderly family" and near elderly family" mean a family whose head (or his/her spouse), or whose sole member, is an elderly person or a near elderly person, respectively. Such terms include two or more elderly persons or near elderly persons living together, and one or more such persons living with one or more persons determined by the NHA to be essential to their care or well being.

ELDERLY PERSON. A person who is at least sixty-two (62) years of age.

EVENT. The death of or mental incapacity of all persons who executed the Public Rental Dwelling Lease.

FAMILY. Shall mean:

- a. Legally recognized husband and wife with or without children;
- b. Unmarried man and women in family relationship with or without children;
- c. Single or widowed parent with children;
- d. Single person with guardianship or custody of children or is in the process of securing legal custody of children under the age of 18 years verified by supporting documents;
- e. Single person providing live-in care for another member of the family who is a member of the immediate family, as defined in this Section, who needs special attention, such as medical care;
- f. Single person who is pregnant;

- g. Elderly family as defined in this Section;
- h. Displaced person as defined in this Section;
- i. A person who lives alone or intends to live alone, and who does not qualify as; (a) an elderly family, (b) a displaced person;
- j. Siblings. (Brothers and Sisters).

FORMAL HEARING. Administrative hearing available to the tenant, the hearing is conducted before an impartial hearing officer following the hearing officers' procedure and the Grievance Procedures.

FULL TIME STUDENT. A person who is carrying a subject load, which is, considered full time for day students under the standards and practices of an educational institution or twelve (12) credit hours. An Educational Institution is:

Any school, college, or university that meets one of the following:

1. The institution is operated or directly supported by the United States, by a State or local government, and its subdivision; or
2. The institution has been approved by a State, or accredited by a State recognized or nationally recognized accrediting agency; or
3. The institution is unaccredited, but its credits that are accepted on transfer by at least three (3) accredited institutions on the same basis as if the credit had been transferred from an accredited institution.

Note: This definition includes public and private schools, trade/vocational schools, and colleges/universities, which meet the requirements of either (1), (2), and (3) above.

GRIEVANCE. Any dispute which a tenant may have with respect to an NHA action or failure to act in accordance with the Public Rental Dwelling Lease, NHA rules and/or policies that adversely affect the tenant.

HANDICAPPED PERSON. See Person with Disabilities definition.

HEAD OF HOUSEHOLD. The Head of Household is the main adult family member who is held responsible and accountable for the family and the Public Rental Dwelling Lease.

HOUSING MANAGEMENT OFFICES. The eighteen field offices of the NHA in:

1. Chinle
2. Crownpoint

3. Dilcon
4. Ft. Defiance

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5. Ganado
6. Kayenta
7. Navajo
8. Ojo Amarillo
9. Pine Hill
10. Pinon
11. Shiprock
12. Tohatchi
13. Tuba City
14. Thoreau
15. Tohajiilee
16. West Mesa Resident Management Corporation
17. Tsel Bahaa Resident Management Corporation
18. DZ Resident Management Corporation.

HUD. Shall mean the United States Department of Housing and Urban Development.

IMMEDIATE FAMILY MEMBER. Daughter, son, father, mother, brother, sister, mother's or father's mother or father, mother's or father's brother or sister, daughter-in-law, son-in-law, niece and nephew.

INDIAN. The Term "Indian" means any person who is a member of a federally and/or a state recognized Indian tribe.

INDIAN AREA. The term "Indian Area" means the areas within which a tribally designated housing entity is authorized by one or more Indian tribes to provide assistance under this Act for affordable housing.

INFORMAL CONFERENCE. An informal meeting with the tenant in attempt to resolve issues in which the tenant was adversely affected by an NHA actions or inaction, NHA has the option to uphold its prior decision or enter into a settlement agreement with the tenant. If the tenant is not satisfied with NHA's decision he/she may request a formal hearing.

LIVE-IN AIDE. A person who resides with an elderly, disabled, or handicapped person or persons and who:

1. Is determined by the NHA to be essential to the care and well-being of the person(s);
2. Is not obligated for support of the person(s); and
3. Would not be living in the unit except to provide necessary supportive services.

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LOW INCOME FAMILY. A family who's Annual Income does not exceed eighty percent (80%) of the median income as determined by the NHA.

MEDICAL EXPENSES. The amount by which 3 percent of the annual income of the family is exceeded by the aggregate of:

1. Medical expenses, in the case of an elderly or disabled family; and
2. 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.

A family may claim a deduction for medical expenses that are; (1) not reimbursed, not paid to a member of the family, or covered by some other source and, (2) exceed 3% of annual family income. Medical expenses include the following:

1. Services of physicians or other health care providers.
2. Services of hospitals or other health care facilities.
3. Medical insurance premiums.
4. Prescription and non-prescription medicine.
5. Dental expense.
6. Eye glasses and eye examinations.
7. Medical or health products or apparatus (hearing aids, wheel chairs, etc.).
8. Live in or periodic medical care.
9. Periodic payments on accumulated medical bills, and
10. Services by traditional practitioners.

MILITARY SERVICE OF THE UNITED STATES. The armed forces of the U.S. Government consisting of the Army, Navy, Air Force, Marine Corps, and Coast Guard. Such services do not include the Merchant Marines, Red Cross, or any other organization not actually part of the Military or Naval Service of the United States.

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NAHASDA. The Native American Housing Assistance and Self-Determination Act of 1996.

NET FAMILY ASSETS. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, saving, stocks, bonds, and other forms of capital investment, excluding interest in Indian trust land and excluding equity accounts in HUD HOMEOWNERSHIP programs. The value of necessary items of personal property such as furniture and automobiles are excluded, and in the cases of a family in which any member is actively engaged in a business or farming operation, the assets that are a part of the business or farming operation are excluded. In cases where a trust fund, such as individual Indian monies held by the BIA, has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. In determining net family assets, the NHA shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in foreclosure or bankruptcy sale) during the two years preceding the date of application for program or examination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to for less than fair market value if the applicant or homebuyer received important consideration not measurable in dollar terms.

ONAP. The office of Native American Program which has been delegated NHA to administer programs under NAHASDA.

NEAR ELDERLY PERSON. A person who is at least 55 years of age and is less than 62 years of age.

NHA. The Navajo Housing Authority.

NON LOW-INCOME FAMILY. A family whose annual income exceeds 80% of the median income.

PERSON WITH DISABILITIES. Person with disabilities means a person who:

1. Has a disability as defined in section 223 of the Social Security Act;
2. Has a developmental disability as defined in section 102 of the Developmental Disabilities Act and Bill of Rights Act;
3. Has a physical, mental, or emotional impairment which:

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- (i) Is expected to be of long continued and indefinite duration;
 - (ii) Substantially impedes his or her ability to live independently.
4. The term “person with disabilities” includes persons who have the disease of acquired immunodeficiency syndrome.
5. Notwithstanding any other provision of law, no individuals shall be considered a person with disabilities for purposes of eligibility for NHA housing solely on the basis of any drug or alcohol dependence.
6. For purposes of this definition, the term “physical, mental or emotional impairment” has the same meaning as an “individual with handicaps” set forth at 24 CFR 8.3, which includes, but is not limited to:
- (i) 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, genito-urinary, hermic and lymphatic, skin and endocrine; or
 - (ii) Any mental or psychological condition, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.
 - (iii) The term “physical, mental, or emotional impairment” includes, but is not limited to, such diseases and condition 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, emotional illness, drug addiction and alcoholism.

PUBLIC RENTAL DWELLING LEASE (Public Rental Dwelling Lease). An agreement between the NHA and a Tenant containing the terms and conditions of the tenant’s and the NHA’s responsibilities.

RECERTIFICATION. To review and verify the family composition, all applicable deductions that the family may be eligible for, and to recalculate the Total Tenant Monthly Payment on or before the scheduled recertification date.

REMAINING MEMBER OF A TENANT FAMILY. The remaining member of a family who has qualified for and is currently living in a unit when the head of household and spouse has:

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1. Died;
2. Been mentally incapacitated; or
3. Abandoned the family as determined by the Housing Director.

RENT. An amount payable monthly by the family as rent to the NHA.

SEASONAL EMPLOYMENT. Temporary work for a period no more than five (5) months.

SPOUSE. The husband or wife of the head of household.

SETTLEMENT AGREEMENT. An agreement between the NHA and the tenant regarding delinquency, or any other violation in which the NHA has decided to work with the family; a breach of settlement will result in the next step of the grievance procedure or the NHA filing a complaint in the District Court against the tenant for eviction.

TEMPORARY EMPLOYMENT. Five (5) months or less of employment. Temporary nonrecurring or sporadic income includes:

1. Casual, sporadic or irregular gifts;
2. Amounts that are specifically for or in reimbursement of medical expenses,
3. Lump-sum additions to family assets, such as inheritance, insurance payments and workmen's compensation, capital gains and settlement for personal or property losses;
4. Amounts of educational scholarships paid directly to the student or to the educational institution and amounts paid by the government to a veteran, for use in meeting the costs of tuition, fees, books, and equipment. Any amounts of such scholarships, or payments to veterans, not used for the above purposes that are available subsistence are to be included as income; and
5. The special pays to a family member in the Armed Forces away from the home and is exposed to hostile fire.

TENANT. The member or members of a household who have executed a Public Rental Dwelling Lease Agreement with the NHA under the Public Rental Program.

TOTAL TENANT PAYMENT.

1. The monthly payment calculated pursuant to these Policies.

2. The Total Tenant Payment for families participating in the Public Rental Program shall not be less than (0) zero.

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UTILITIES. For purposes of determining utility allowances, utilities include electricity, gas, heating, fuel, propane, water, sewerage service, septic tank pumping maintenance, and sewer system hookup charge (after development). Telephone, cable and wireless cable systems are not considered utility expenses.

UTILITY ALLOWANCE. An allowance of the NHA furnished utilities represents the maximums consumption units (e.g. kilowatts hours of electricity), that may be used a dwelling unit without a surcharge against the tenant for excess consumption. An allowance for Tenant-purchases utilities is a fixed dollar amount, which is deducted from the Total Tenant Payment whether the actual utility expenses are more or less than the amounts of the allowance.

VEHICLE. Any motorized carrier that operates on two or more wheels intended to provide transportation.

VETERAN. Any person who has served in the military service of the United States at any time and has been discharged under honorable conditions.

WELFARE ASSISTANCE. Welfare or other payments to families or individuals, based on need, that are made under a program funded, separately or jointly, by Federal, State, or local governments. (See also definition of Annual Income).

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SECTION XI. PREFERENCE DEFINITIONS

A. DISPLACEMENT

1. Disaster, such as fire, flood or hazardous spills:
 - a. An applicant's unit is uninhabitable because of a disaster, such as fire, flood or hazardous spills.
2. Domestic Violence:
 - a. The applicants has vacated a housing unit because of domestic violence, or
 - b. The applicant lives in a housing unit with a person who engages in domestic violence, defined as actual or threatened physical violence directed against one or more members of the applicant by a spouse or other member of the applicant's household. The NHA shall determine that the domestic violence occurred recently or is of a continuing nature.

The applicant shall certify that the person who engaged in such violence will not reside with the applicant family unless the NHA has given advance written approval. If the family is admitted, the NHA may deny or terminate assistance for breach of this certification.

3. Avoid Reprisal:
 - a. Family members provided information on criminal activities to a law enforcement agency; and
 - b. Based on a threat assessment, a law enforcement agency recommends rehousing the family to avoid or minimize a risk of violence against family members as a reprisal for providing such information.
4. Hate Crime:

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- a. One or more members of the applicant's family have been the victim of one or more hate crimes; or
- b. The applicant has vacated a housing unit because of such crime or the fear associated with such crime has destroyed the applicant's peaceful enjoyment of the unit.

A Hate Crime is any crime where actual or threatened physical violence or intimidation is directed against a person or his/her property and is based on the person's race, color,

religion, sex, national origin, handicapped or family status. The NHA shall determine that the hate crime involved occurred recently or is of a continuing nature.

5. Government Action:

Activity carried on by an agency of the United States or by any tribal, State or local government body or agency in connection with code enforcement or a public improvement or development program.

6. Action by Landlord (Housing Owner):

- a. Action by a housing owner forces the applicant to vacate unit; and
 - 1) The applicant cannot control or prevent the owner's action; and
 - 2) The owner action occurs although the applicant met all previously imposed conditions of occupancy; and
 - 3) The action taken by the owner is other than rent increase.

Actions by Landlord include, but are not limited to:

Conversion of an applicant's housing unit to non-rental or nonresidential use, closing of an applicant's housing unit for rehabilitation or for any other reason; notice to an applicant that the owner wants the unit for the owner's personal or family use or occupancy; sale of housing unit, or any other legally authorized act that results or will result in the withdrawal by the owner of the unit/structure from the rental market.

7. Cultural Displacement:

Traditional impurities such as death in a home, lightning striking a home or a home built on an Anasazi ruin or burial site.

8. Inaccessibility of Unit:

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- a. A member of the family has a mobility or other impairment that make the person unable to use critical elements of the unit; and
- b. The owner is not legally obligated to make the changes to the unit that would make critical elements accessible to the disabled person as a reasonable accommodation.

B. SUBSTANDARD.

1. Dilapidated/Declared Unfit for Habitation by a Recognized Agency:

- a. The unit does not provide safe and adequate shelter and in its present condition endangers the health, safety or well-being of a family; or
- b. The unit has one or more critical defects, or a combination of intermediate defects in sufficient number or extent to require considerable repair or rebuilding. The defects may involve original construction, or they may result from continued neglect, lack of repair, or serious damage to the structure.

2. Homeless Family lacking a fixed residence:

A “homeless family” includes any family that:

- a. Does not have an adequate fixed structure. This includes families who live with immediate family members (e.g., parents, brothers or sisters); or
- b. Has a primary night time residence that is:
 - 1) A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing); or
 - 2) A institution that provides a temporary residence for individuals intended to be institutionalized; or
 - 3) A public or private place not designed for, or ordinarily used as a regular sleeping accommodation for human beings.

3. No Plumbing/No Domestic Water:

- a. Does not have operating indoor plumbing; or
- b. Does not have a usable flush toilet inside the unit for the exclusive use of a family; or

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- c. Does not have usable bathtub or shower inside the unit for the exclusive use of a family; or
 - d. Not portable running water in unit.
4. No Kitchen:
- a. Should, but does not have a kitchen, no operating sink or proper stove connection in kitchen.
5. No Electrical Systems:
- a. Does not have electricity or has inadequate or unsafe electrical service.
6. No Safe Heating System:
- a. Does not have a safe or adequate source or heat.

C. LOCAL PREFERNCE.

1. Elderly Family:

A family whose head or spouse or sole member is an elderly or person with disabilities. It may include two (2) or more persons living together or one or more of these persons living with one or more love-in aides. See definition of “Person with Disabilities”.

Elderly Parson: a person who is at least 62 years of age.

2. Medical condition Requiring Standard Unit:

Any medical (physical or mental) condition of any member of any family household requiring electricity for life survival equipment, or residence in a standard home to sustain life.

3. Veterans (Head or Spouse)

- a. Any person who has served in the military service of the United States at any time; and
- b. Has been discharged under honorable conditions.

4. Overcrowded:

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The numbers of persons occupying a unit exceed the maximum occupancy standards or where two (2) or more families are occupying a unit designed for single family occupancy.

5. Education:

A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An education

institution includes a vocational school with a diploma or certificate program as well as an institution offering a college degree.

6. Employment:

A family who is required to reside near their place of employment. Must be gainfully employed and commuting beyond a five- (5) mile radius.

7. Single Parent:

Single parent with legally dependent children, including widowed parents with dependent children.

8. Community Member:

A person who is a registered member of the chapter where the NHA housing is located.

9. Renewal Application: (1 point per year, maximum 10 point)

Applicants on the waiting list for more than one year.

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SECTION XVIII APPENDIX

- A. Public Rental Dwelling Lease
- B. Authorization for Release of Information
- C. Preference Rating
- D. Application Forms
- E. Authorization for Payroll Deduction
- F. Plan of Action
- G. Notice of Delinquency
- H. Notice of Intent to Terminate
- I. Notice of Termination and Notice to Vacate.

NAVAJO HOUSING AUTHORITY

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