THE PUBLIC RENTAL POLICY

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SECTION I. INTRODUCTION

A. POLICY STATEMENT. It is the policy of the Navajo Housing Authority (NHA) to provide affordable quality homes, professional management services, promote economic development, and provide safe, decent, and sanitary housing to low-income Navajo families, and non-low income families determined essential to housing communities. The goals of the NHA are best accomplished by implementing policies and procedures that will govern the actions of the NHA, its tenants, and applicants. Every effort shall be made to work with each Applicant, and Tenant. This will include: 1) Meeting with tenants, individually or as a group; 2) Providing tenant education; and 3) Giving appropriate notices, written and/or verbal. These policies describe the respective roles of the NHA and its employees in administering the Public Rental Program.

The Department of Housing and Urban Development (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 the Public Rental Policy.

B. PURPOSE. The Public Rental Policy is the policy of the NHA in its selection and admission of applicants, management of its units in providing services to low income Navajo families, collection of payments and rents, termination of leases, and grievance procedures.

C. THE NATIVE AMERICAN HOUSING ASSISTANCE AND SELF DETERMINATION ACT (NAHASDA) OF 1996 as amended: This Act provides block grant funding to Indian Tribes or their Tribally Designated Housing Entities (TDHEs), through 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 Nations to implement their own housing programs consistent with local conditions.

D. THE NAVAJO HOUSING AUTHORITY (NHA). The NHA is the TDHE authorized by the Navajo Nation to administer the Indian Housing Block Grant under NAHASDA to provide housing for low income Navajo families 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), Navajo Nation Code, the Indian Self-Determination and Education Assistance Act [25 U.S.C. 450e(b)], Section 504 of the Rehabilitation Act of 1973 as amended, HUD regulations at 24 C.F.R. Part 8 regarding reasonable accommodation and applicable HUD notices. 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 TDHEs, 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. **AVAILABILITY OF POLICY.** This policy is available at each Housing Management Office and at www.hooghlan.org and shall be provided to all Tenants/Applicants and the general public upon request.

G. **PROHIBITION OF RETALIATORY ACTIONS.** NHA will not take retaliatory actions, including eviction, against Tenants/Applicants for participation in resident organizations, filing a complaint against NHA with HUD or any other government entity, nor filing a private suit against NHA alleging discrimination in violation of any applicable fair housing laws.

H. **TENANTS/APPLICANTS PROHIBITION OF RETALIATORY ACTIONS.** Tenants/ Applicants are prohibited from taking retaliatory actions against NHA employees, agents, or representatives, including verbal or physical abuse or threats of verbal or physical abuse. Such actions shall be grounds for Public Rental application ineligibility or termination of Public Rental Dwelling Lease (PRDL). NHA reserves the right to take legal action to protect its employee, agent or representatives.

I. **CALCULATION 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 or holiday, the next business day shall be observed as the deadline date.

J. **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. NHA may use friendly reminder door cards, personal delivery, postal mail, certified mail, attorney, and private processor server to notify tenants.

K. **SERVICE OF NOTICES.**

1. All administrative notices, including Notice of Delinquency (NOD), Notice of Intent to Terminate (NOIT), Notice of Termination and Notice to Vacate (NTV), and Formal Hearing notices, may be served by NHA employee(s), Navajo Nation Law Enforcement Officer, and/or Process Server to the tenant's usual place of residency or anywhere the tenant is found, including public places.

   a. Personal service: the notice shall be personally served to the tenant or to any family household member eighteen (18) or older residing in the unit. For tenants who have been determined to be visually/hearing impaired, service of the notice will include a verbal explanation of the notice.

   b. After two (2) failed personal attempts on different days, the notice shall be mailed to the tenant.

2. If the tenant is being represented by legal counsel, the notice may be served to the counsel, either in person, by mail, or by electronic mail.

L. **AMENDMENTS.** The NHA Board of Commissioners may amend by resolution any provision of these policies, which does not contradict federal or tribal law.
SECTION II. ADMISSION ELIGIBILITY REQUIREMENTS

A. ADMISSION. Admission to the Public Rental Program shall meet the following requirements:

1. Applicants shall establish income and/or grant benefits for the purposes of sustaining utilities and other expenses at the time of move-in. Applicants must be compliant to 80% US Medium Income.

2. Applicants must qualify as a family under one of the following categories:
   a. A family with or without children, an elderly family, a disabled family (including a disabled family whose ability to live independently requires assistance from a live-in care provider), or a single person.
   b. Single, married, unmarried person(s) with permanent guardianship or custody of children or is in the process of securing permanent legal custody of children under the age of eighteen (18) years, verified by supporting documents. A Power of Attorney is not a sufficient supporting document to demonstrate permanent legal custody.
   c. Married or unmarried person(s) without children.
   d. Siblings.

3. The applicant(s) must be at least 18 years of age or is a person, less than eighteen (18) years of age, whom has been emancipated via court process and must produce such documents.

4. The applicant must comply with all requirements of the Public Rental Dwelling Lease (PRDL), including this Policy.

5. The applicant is required to use the unit as his/her primary place of residence.

6. The applicant must be capable and willing to comply with all requirements of the PRDL and this policy.

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

1. Rental History.
   a. An applicant will be ineligible if they have an unsatisfactory rental-and or utility history, which may include the following:
      a. Unpaid bad debt accounts left with the NHA or any public or
private rental property,
b. History of late rental payments,
c. Eviction due to delinquent payments or other reasons,
d. Leaving any rental property in damaged condition,
e. Abandonment of a rental or homeownership unit, and/or
f. Unpaid utility accounts.

b. The rental history of the applicant(s) shall be obtained by the NHA through references from previous landlords and utility companies. Applicants are required to list the names, addresses and phone numbers of previous landlords for the last seven (7) years. All applicants will be screened to determine prior residency and assistance with any NHA housing program. The Housing Management Office shall screen applicants prior to determining eligibility and tenancy.

c. An applicant who knowingly misrepresents his/her rental or utility history or any other material fact, shall be deemed ineligible.

d. An applicant who believes that his/her presentation of an unsatisfactory rental or utility history is related to his/her disability may make a request to reasonable accommodation for full or partial waiver of the NHA satisfactory rental or utility history requirement, pursuant to NHA’s Grievance/Reasonable Accommodations Policy, as set forth under Section X and Section XI.

2. Criminal Record.

a. Criminal conviction or criminal arrest records for the past five (5) years for all adult household members shall be required for the purpose of screening applicant(s) eligibility. Criminal background checks shall be submitted with application to determine eligibility.

An applicant and/or tenant will be disqualified or deemed ineligible if they or a family member listed as a household member 18 years of age or older been convicted of serious criminal offenses including, but not limited to:

1) Sexual Abuse/Offenders
2) Rape
3) Murder
4) Manslaughter
5) Kidnapping (False Imprisonment/Endangerment)
6) Incest
7) Felony Assault; Assaults with intent to commit murder or Assault with Dangerous/Deadly Weapon
8) Assault against an individual who has not attained the age of 16 years
9) Felony Child Abuse and Neglect
10) Arson
11) Burglary
12) Robbery
13) Domestic Violence
14) Serious Bodily Injuries
15) Other Felony Crimes listed in the Major Crimes Act (18 USC Section 1153)

b. Zero Tolerance. NHA recognizes Zero Tolerance for all criminal activities, conviction or arrests for continued occupancy within NHA communities. The criminal activity shall include but not limited to the following:

1) Drug-related offenses
2) Gang-related offenses
3) Alcohol-related offenses

NHA may not consider incidents of domestic violence, sexual assault, dating violence, or stalking as serious or repeated violations of the lease or other “good cause” for termination of assistance, tenancy or occupancy rights of the victim of abuse. Similarly, NHA may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant’s family is the victim or threatened victim of that abuse. NHA may request in writing that the victim, or a family member on the victim’s behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Sexual Assault, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within fourteen (14) business days, or an agreed upon extension date, to receive protection from eviction under this section. Failure to provide the certification or other supporting documentation may result in termination of lease. NHA shall keep these disclosures confidential.

c. The criminal record of the applicants and adult family members shall be obtained at the time of admission for all adult applicants, during recertification if tenant has family members who have turned eighteen (18) years of age or older, or as determined necessary by the NHA. The criminal record shall be obtained from law enforcement agencies or other reliable data source from the jurisdiction in which the applicant has resided.

d. 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.

e. NHA recognizes that alcoholism and/or drug addictions may be considered
as disabilities pursuant to Section 504 of the Rehabilitation Act of 1973. An applicant who believes that his/her history of drug or alcohol related misconduct, criminal offenses or convictions has been mitigated by participation in a long-term rehabilitation program may make a request for reasonable accommodation for full or partial waiver of the satisfactory criminal record requirement, pursuant to NHA’s Grievance/Reasonable Accommodations Policy, as set forth under Section X and Section XI.

3. **Criminal Record Keeping.** The NHA shall keep all criminal records in files separate from all other housing records. The chain of custody shall be kept in the confidential custody of NHA management official and documented in writing. The criminal records may only be accessed with written permission from the NHA and are only to be used for the purposes of applicant screening, lease enforcement, and lease termination as stated in this policy.

   a. Retention of criminal records will be in accordance with current wait list status and occupancy tenancy. Once a file becomes inactive, criminal records shall be destroyed.

C. **MANDATORY PROGRAM ORIENTATION.** Each applicant shall be required to participate in and cooperate fully with the mandatory program orientation requirements to develop a full understanding of their financial and legal responsibilities. Mandatory program orientation shall be completed before an interview is provided to the applicant. Failure to participate shall disqualify the applicant from further eligibility. Applicants whose physical, mental or developmental disabilities may limit their ability to participate in NHA’s mandatory program orientation may request reasonable accommodations pursuant to NHA’s Grievance/Reasonable Accommodations Policy, as set forth in Section X and Section XI.

**SECTION III. APPLICATION PROCEDURES**

A. **APPLICATION PROCEDURE.** A family applying for the Public Rental Program must submit a completed application form available at the NHA Housing Management Offices.

1. A complete application shall contain all information necessary for the NHA to determine if the family meets the eligibility requirements for admission.

2. 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.

3. Verification documents include birth certificates, social security cards, Certificates of Indian blood, marriage license, divorce decree and legal guardianship,

4. Verification of residence and non-assistance from other housing providers. Housing
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Technician shall conduct a third party verification on the following:

a. Total household income;

b. Family composition;

c. Housing need of applicant will be verified through home visits; is essential to substantiate the application and shall be made part of the record of each application along with all other documents relating to eligibility.

d. All other applicable forms.

5. In accordance with Section 504 “Reasonable Accommodations/Modifications”, an applicant shall be given the opportunity to request for reasonable accommodation that is financially feasible through the established NHA Reasonable Accommodation Procedures, pursuant to NHA’s Grievance/Reasonable Accommodations Policy, as set forth in Section XI. The application shall include contact information of the Section 504 program, the telecommunications for the deaf and teletypewriter (TDD/TTY) number for applicants with visual or hearing impairments, notification of the right to request reasonable accommodation, statement as to whether any member of the household has a need of a house configured with features of accessible design and declaration of disability.

Applicants who apply for one or more of the NHA housing programs (e.g. Public Rental, Homeownership and Tenant Based Rental Assistance) shall not lose his/her place on the waiting list as long as application is kept updated.

A completed application and required forms must be signed, dated by the applicant(s), with the date and time stamped and initialed by NHA staff when received. An incomplete application will not be accepted.

B. VERIFICATION OF INFORMATION

1. Verification. All statements and information provided by the applicant/tenant are subject to verification by the NHA

a. Applicants/Tenants shall provide proof of their statements when requested by the NHA.

b. As a condition of admission or continued occupancy, the NHA shall require applicants/tenants and all adult family members listed as household members eighteen (18) years of age or older to sign the Document Package for Applicant’s/Tenant’s Consent to the Release of Information, which 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.
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 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 verification.

f. The NHA shall require all documents prior to placing families on the wait list.

g. Documents submitted by applicants or current participants that relate to verification of a disabling condition of any member of the household will be safeguarded and available only to those NHA staff who have a need to know of this information for purposes of determining eligibility or in processing a request for reasonable accommodation. Such information will be maintained either in a sealed envelope contained within the applicant or tenant’s file, or the tenant file will cross-reference the existence of this information in a file to be separately maintained by the NHA Section 504 Coordinator or Housing Management Office.

2. Verification of the applicant’s/tenant’s income shall be pursuant to the following:

a. The NHA’s Salary or Grant Verification form signed by the applicant/tenant authorizing the employer/agency to release current income and benefits information. If the applicant/tenant is unemployed, he or she must submit a notarized affidavit establishing that he or she is unemployed or self-employed.

b. The most current 1040 series Income Tax Return identifying adjusted gross income for all adult residents to determine a wage average.

B. CERTIFICATION OF APPLICATIONS. Completed applications shall be certified by the NHA Housing Technician/Respective NHA Personnel after an interview is completed. A completed application shall be forwarded to the Housing Director within five (5) business days.

C. PREFERENCE. Preference in the selection of tenants for new or existing rental units shall use total points from the preference rating criterion:

a. Applicants who are displaced;

b. Applicants who are living in substandard housing;

c. Applicants claiming local preferences;
d. Applicants will be rated in accordance with the Preference Rating system; and

e. Any other category on the NHA Eligibility Criteria and Preference Rating Sheet.

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 unit; reasonable accommodation needs, severe conditions of unit for the safety of tenant. Families requiring transfer to meet the Occupancy Standards in Section V will receive priority of available units over new applicants.

2. Preference Rating. Applicants will be ranked, deemed eligible and placed on the wait list by total points on the Eligible Criteria & Preference Rating Sheet.

3. Applicants claiming preference shall be required to submit supporting documentation. The preference rating sheet must be verified prior to selection for occupancy.

4. The preference rating sheet does not guarantee admission, but identifies priority groups for first consideration.

5. Tenants approved for a transfer will be placed on the Transfer Wait List if a unit is unavailable. Once a unit becomes available, tenant shall update all information as an incoming applicant. (e.g. Criminal Background Checks, Income Salary Verification, etc.)

6. Uniform Federal Accessibility Standards (UFAS) Unit. When a UFAS accessible unit becomes vacant and available for re-occupancy, NHA will make offer of tenancy in that unit in the following order of priorities:

   a. First, to a current resident with disabilities in the same housing area, according to date and time of transfer request, who requires the accessibility features of the vacant, UFAS accessible unit and occupies a unit not having those features;

   b. Second, if there is no current resident in the same housing area who requires the accessibility features of the vacant, accessible unit and wishes to reside in that unit, then it will be offered to a current resident with disabilities residing in another Housing Area, according to date and time of transfer request, who requires the accessibility features of the vacant UFAS Accessible Unit and occupies a unit not having these features;

   c. Third, if there is no current resident who requires the accessibility features of the vacant, accessible unit and wishes to reside in that unit, then the vacant, accessible unit will be offered to an eligible, qualified applicant with disabilities on the waiting list, according to date and time of application, who requires the accessible features of the UFAS accessible unit; and
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Fourth, if there is no eligible, qualified resident or applicant with disabilities on the HMO wait list who wishes to reside in the available UFAS accessible unit, then it will be offered to an applicant on the waiting list who does not need the accessible features of the unit. However, in accordance with HUD’s Section 504 regulations as set forth at 24 CFR 8.27, NHA will require the applicant to execute a Lease Addendum requiring the resident to relocate, at NHA’s expense, to a non-accessible unit within thirty (30) days of notice by the NHA when there is an eligible, qualified existing resident or applicant with disabilities who requires the accessibility features of the UFAS accessible unit.

7. Transfer of residents with disabilities and placement of applicants with disabilities requiring UFAS-accessible units will be centrally coordinated through the NHA’s Section 504 Coordinator’s Office. Tenants who request a transfer as a reasonable accommodation for their disabilities, whether or not requesting transfer to a UFAS-accessible unit, will be given priority on the transfer wait list over tenants who request transfers for any reason other than emergencies or reasons related to domestic violence.

D. ELIGIBLE APPLICANTS.

1. Each applicant shall be personally interviewed and provided a written notice of eligibility within ten (10) days of NHA's determination of his/her eligibility.

   a. The eligibility letter shall include the following information: A statement that the family has been determined eligible for the Public Rental Program and will be placed on the Wait List in accordance with Occupancy Standards Section V.

   b. If a unit is available for the family; the NHA will provide a selection letter to the applicant with the following information:

      1) The applicant has five (5) days to submit written notice of acceptance or denial;
      2) Information that a unit is available, identifying the location, unit number and number of bedrooms;
      3) A statement that the applicant will be required to sign a PRDL prior to occupancy, which will describe the family’s duties and responsibilities;
      4) A statement that the selection letter is not a contract and does not mean that the NHA is legally obligated to provide housing to the applicant;
      5) A statement that the family will be required to attend Applicant/Tenant Education sessions.
      6) If applicable, a statement that identifies a UFAS unit will be made available or a statement that identifies that reasonable accommodation will be provided that is financial feasible to NHA
prior to or by the time of move-in or a statement that reasonable accommodation will not be provided.

7) The applicant shall have ten (10) days from the date of the applicant’s written acceptance to provide the prorated amount at the time of move in and first month’s full rental payment. Security, utility deposits and all receipts shall be required prior to move in.

8) A statement that the applicant has a right to meet with Housing Technician and Housing Director if they do not agree with the decision on eligibility, payments, or reasonable accommodation.

2. The NHA shall maintain all applicant/tenant files in a central location at the respective Housing Management Offices.

3. Applicants must renew their application between the months of November through December to remain on the waiting list. Renewal of applications shall be done in person. Incomplete applications will not be accepted and returned to applicant. Failure to update application in person will result in removal from the wait list. Upon re-application they shall be considered new applicants.

E. INELIGIBLE APPLICANTS. Each applicant determined to be ineligible will be notified in writing within ten (10) days of the determination. The notice shall state the reason(s) of ineligibility and will explain the right to request meeting with the Housing Director within ten (10) days from the date of receipt of the notice. The applicant shall be afforded an opportunity during the meeting to:

1. respond to the reasons for ineligibility and

2. provide any other evidence of eligibility.

Upon review of all evidence presented the Housing Director shall make a determination on the applicant’s ineligibility and inform deliver or mail the applicant of his/her determination decision letter within five (5) days of the conference meeting. The decision of the Housing Director will be final.

Tracking of the denied applications will be maintained by the Housing Technician for reporting purposes.

F. WAIT LIST. Each Housing Management Office shall maintain a wait list for new applicants, transfers, and 504 reasonable accommodation requests. Eligible applicants will be placed on the wait list according to:

1. total points on the preference rating;

2. time and date of the initial application so long as such application was updated annually;
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3. bedroom size, and

4. whether the applicant is requesting a reasonable accommodation.

Applicants requesting for reasonable accommodation will be determined eligible upon receipt of supporting documents and shall be placed in an accessible unit.

1. Every October, each applicant on the wait list shall be notified in writing to update their application between November through December for purpose of determining the applicant’s continued eligibility and interest for housing.

2. Each Housing Management Office wait list shall remain open for new applicants. However, deadlines may be set for submission and certification of applications.

3. Any applicant who wishes to be removed from the wait list or refuses assignment of a unit shall submit a written statement to the NHA.

4. An applicant who is offered a unit within a housing development shall be given an opportunity to accept or decline the unit. However, only one (1) denial shall be granted before the applicant is removed from the wait list.

5. Public Rental applicants are offered a unit based on total points on the preference rating sheet and not location of housing development.

G. Transfer Wait List: NHA maintains a Transfer Wait List that prioritizes the transfer of a resident who requires a transfer due to a disability over new admissions of applicants, according to the priorities set forth in this Public Rental Policy. NHA’s Section 504 Coordinator will review and monitor the Transfer List on a monthly basis. The Transfer List will contain, at a minimum, the following information:

1. Resident’s name, address, and Housing Area;

2. Resident’s required bedroom size;

3. Reason(s) for transfer, including information regarding the resident’s reasonable accommodation request(s) and/or request for a UFAS-accessible unit or a unit with accessible features;

4. Current disposition for transfer request, including denials and reason(s) for denial;

5. Projected date of transfer request, including proposed address, Housing Area, and bedroom size;

6. Actual transfer date, including resident’s new address, Housing Area and bedroom size;
7. Name of resident transferred out of a UFAS-accessible unit to accommodate a resident’s disability per the requirements of Section XI.

H. CONFLICT OF INTEREST. Housing Management Office personnel who has a conflict of interest with an applicant, tenant, or customer shall issue a written disclosure to his/her immediate supervisor. Housing Management Office personnel will notify the Housing Director by providing written notification, disclosing the nature of relationship, immediately when the following occurs:

1. If an employee of the HMO has an immediate family member defined in Section XIII.

2. If there could be the appearance of a conflict of interest between the employee’s personal interests and applicant/tenant.

3. If there is an appearance of conflict between the Housing Director and applicant/tenant, the Housing Director will provide written notice to the Housing Management Division Director.

IV. VETERANS ELIGIBILITY

A. CALCULATION OF VETERAN RENTAL ASSISTANCE. A Veteran as defined by this policy shall have their rent calculated as follows:

1. The NHA shall select prospective applicant(s) from the wait list, according to the eligibility criteria and preference rating sheet.

2. The NHA shall proceed with preliminary selection of the applicant(s) within thirty (30) days and follow the NHA Public Rental Policy for occupancy.

3. The selected eligible Veteran applicant and or tenant(s) whose income is below 80% Adjusted Median Income (AMI) based on HUD’s Income limits may have a veteran discount of up to fifty dollars ($50) deducted from their monthly rent payment.

a. OPTION TO WAIVE DISCOUNT: An eligible veteran may voluntarily waive participation in the monthly veteran discount and cannot relinquish this waiver until the next interim or annual recertification.

b. Annual Cap.  
Each year, the Financial Services Branch (FSB) shall prepare an annual budget and determine how many veterans may be assisted with rental discounts for the fiscal year. Each Housing Management Office (HMO) shall inform their staff what the annual limits are based on the FSB’s annual budget. Each HMO shall keep track of all the rental discounts provided to veterans, report the assistance provided promptly to FSB, and shall not provide any discount in excess of the total amount budgeted for the rental
discounts for the fiscal year. The FSB shall work with all the HMOs and keep track of all rental discounts provided to veterans by all the HMOs and ensure that the overall budget amounts and caps are not exceeded in any fiscal year.

4. Non-low income Veterans applicant(s) cannot receive the same benefits as low-income Veterans applicant(s) for eligible person/families receiving housing assistance.

5. Veteran tenant, who has a service connected disability income, shall continue to report their income. However, the service connected disability income is excluded.

6. A Veteran family shall have all income included to determine if Veteran family is eligible for monthly rent payment discount up to fifty dollars ($50). If the veteran’s total family income is between 80%-100% of Adjusted Median Income, the following calculation will be applicable for a non-low income veteran family for monthly discount assistance amount:

   a. Income of family at 80% of median income ÷ income of non-low income family = % x $50.00 = NON-LOW INCOME VETERAN FAMILY Discount Assistance Amount.

   $57,520 / $65,000 = .884 (percentage %) x $50.00 = $44.25 (veteran discount).

   The amount of non-low income discount will be deducted from the rent calculation for a non-low income veteran family’s rent to establish a non-low income veteran’s total rent.

D. ELIGIBILITY CRITERIA & PREFERENCE RATING SHEET. Eligibility will be determined by the HMO based on the preference rating sheet maintained by the HMO.

1. Veteran
   a. Shall be the Head of Household
   b. Shall be Navajo and provide Certificate of Indian Blood
   c. Shall be honorably discharged and provide DD214

2. Widow(er)
   a. Shall have one (1) of the following three (3) documents:

      (1) Death certificate of deceased Veteran;
      (2) DD1300 – Report of Casualty; or
      (3) DD2064 – Certificate of Death;

   b. Shall have a valid marriage recognized by any of the following means:
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(1) Marriage license signed in presence of two witnesses;
(2) Marriage according to the rites of any church;
(3) Marriage by any judge of the Navajo Nation;
(4) Marriage by traditional Navajo wedding ceremony;
(5) Common law marriage; or
(6) validation of marriage by court decree identifying widow(er)'s name with deceased Veteran.

c. Shall provide DD214 showing deceased Veteran as honorably discharged

3. Gold Star Parent
   a. Shall have one (1) of the following three (3) documents:
      (1) Death certificate of deceased Veteran;
      (2) DD1300 – Report of Casualty; or
      (3) DD2065 – Certificate of Death;

   b. Shall provide Birth Certificate of Deceased Veteran

4. Additional Documents to determine Eligibility
   a. Shall have Name and address of applicant(s) and household members
   b. Shall have Social Security Numbers of all household members
   c. Shall have Certificate of Indian Blood for all household members
   d. Shall have Birth Certificate for all household members
   e. Shall have Income Verification for all adult household members
   f. Shall have supporting documents verification for preferences

5. Must be compliant to the Public Rental Policy for admission and continued occupancy.

SECTION V. OCCUPANCY

A. OCCUPANCY STANDARDS

1. To avoid overcrowding and to ensure full utilization, units are to be assigned in accordance with the occupancy standards set forth below:
2. The number, age, sex, gender 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 he or she is five years of age or older.

3. Where a family exceeds the maximum number of persons, the family shall be assigned to the most appropriate unit to accommodate the family.

4. NHA will consider the need for a full-time live-in aide / care attendant to assist a family with disabilities. Live-in aide / care attendant has no rights to tenancy, only providing necessary supportive services. The live-in aide shall not qualify for continued occupancy as a remaining family member.

5. A unit designated as UFAS unit may be occupied by a family without disabilities. Upon identification of family with disabilities the family without disabilities will be required to transfer to an appropriate unit, at the expense of the NHA. See Section XI for more information.

B. **CALCULATION OF RENT.** For the purposes of determining median income, the NHA shall use the United States median income guidelines as issued by HUD annually.

1. Incomes of absent family members: The income of an absent family member is counted, regardless of the amount the absent family member contributes to the household.

   a. Adult students living away from home: If the adult student is counted as a family member, for the purpose of determining the income limit to be used and the number of bedrooms for which the family qualifies, the student’s income must be counted.

   b. Permanently Absent Family Member: If a family member is permanently absent from the household (e.g., residing in a nursing home), the head of household has two options:

      1) Counting the person as a family member and including their income; or
      2) Specifying the person is no longer a member of the household and excluding the income.
2. Annual income from full-time employment is obtained by multiplying:

* Hourly wages by 2,080
* Weekly wages by 52
* Bi-weekly amounts by 26

If the source of income will not continue for the full twelve (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 will receive thirty-six (36) weeks of unemployment at $100/week, multiply that amount by fifty-two (52) weeks to arrive at an annual income. When the income source ends, the family shall notify the Housing Management Office in writing and provide all necessary documents to complete an interim change to recalculate rental charge.

3. Total Family Annual Income, shall be adjusted by the following deductions:
   a. $480.00 for each dependent under the age of eighteen (18) years old or an adult person with a disability who is dependent and is not head of household or spouse.
   b. $400.00 for a family whose head of household or spouse is elderly or disabled.
   c. Out of pocket medical expenses in excess of three percent (3%) of the total family income. This deduction is only for elderly and disabled families and must be supported by proper documentation. Proper documentation may include receipts, personal statement, itemized documentation, affidavit of who performed ceremony, when, where and amount of cost.
   d. Out of pocket expenses toward child care for children who are twelve (12) years of age or younger if the expenses are necessary because of employment or education responsibilities for the head of household and spouse. All adult members of the family must be working or in school, leaving no responsible adult member to care for the children to be eligible for this deduction. Disabled child under the age eighteen (18) years and younger may qualify for child care expenses. Child care deductions shall not exceed $3,000 per household. The child care provider must be someone other than a family member not on the household composition.
   e. Travel expenses not to exceed $25.00 per week or $1,300 annually for any member of the household for employment or education related travel. Maximum expenses shall not exceed $1,300 per household

4. Monthly Rent shall be calculated by:
   a. Multiplying twenty percent (20%) of the monthly Family Adjusted Income
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and;

b. Monthly rental payment shall be obtained by taking the adjusted family annual income and dividing it by twelve (12) and;

c. Subtracting from the total, the utility allowance (see Utility Allowance Schedule below).

5. The monthly rent may be subject to the following amounts if the Medium Income falls above the 50% but under the 80%.

a. Ceiling Rent amounts for the following bedroom sizes.

<table>
<thead>
<tr>
<th>Bedroom Size</th>
<th>Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>One (1) Bedroom</td>
<td>$275.00</td>
</tr>
<tr>
<td>Two (2) Bedroom</td>
<td>$350.00</td>
</tr>
<tr>
<td>Three (3) Bedroom</td>
<td>$425.00</td>
</tr>
<tr>
<td>Four (4) Bedroom</td>
<td>$500.00</td>
</tr>
<tr>
<td>Five (5) Bedroom</td>
<td>$575.00</td>
</tr>
</tbody>
</table>

b. The ceiling rent shall not apply to non-low income families.

6. 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 X Rental payment of family at 80% Income of family at 80% of median income of median income.

Refer to Calculations for High Income Family worksheet in Section XIII of this policy.

b. Shall not exceed the Fair Market Rent in local counties.

7. First month rent shall be prorated the total number of days in the month and is as follows:

(Example)
Family moves in April 06 and will be paying $153.00 per month.
$153.00 Divided by 30 days = $5.10 X 25 remaining days including move-in date = $127.50 ($128.00 Round Off)

8. Adjustments in the amount of the Monthly Payment.

a. After the initial determination of the tenant’s required monthly payment, 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).
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b. In order to accommodate wide fluctuations in required monthly payments due to seasonal conditions, the NHA shall require tenant’s monthly payments to be calculated in accordance with income reported on the tenants’ most recent federal income tax return or other written documents evidencing the income of the tenants, which is satisfactory to NHA.

c. Tenant/applicant must notify the NHA of any and all changes to income, employment status, and household composition within ten (10) days of their occurrence.

9. Non-low income and low-income veterans, rent calculations shall be in accordance with Section IV. Veteran’s Eligibility.

C. MOVE IN PROCEDURES

1. NHA will conduct mandatory pre-occupancy orientation and review the lease and applicable policies with the applicant, co-applicant, and other adults listed on the family composition.

2. NHA will execute a lease agreement ensuring accuracy and thoroughness. The applicant(s) and NHA will sign the lease agreement with a copy of the lease retained in the new tenant’s file. The tenant will receive an original signed copy of the lease.

3. The tenant shall remit full payment of the $200.00 security deposit and the first month’s rent to the NHA. The first month’s rent will be pro-rated if the tenant occupies the unit after the first day of the month. The applicant/tenant shall pay the utility deposit directly to the utility service provider and the applicant/tenant shall be responsible for all utilities upon moving in. Tenants shall have the option to sign an Automatic Payroll Deduction Form.

4. NHA shall not pay any utility deposits or utility expense for any applicant/tenant.

5. NHA employees, who are NHA tenants shall be required to participate in the Automatic Payroll Deduction.

D. RECERTIFICATION OF ELIGIBILITY

1. PURPOSE. For the Public Rental Program, the NHA shall examine the eligibility, household income, employment, and household composition.

a. NHA shall provide a method for tenants to request for reasonable accommodation to address changing circumstances that NHA determines financially and administratively feasible regarding the family’s request for their related disability during recertification or at any time during tenancy.
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Families with limited physical or mental ability to complete the recertification process on their own, will be assisted by NHA, whether or not a formal request for reasonable accommodation has been made by the tenant.

2. SCHEDULED RECERTIFICATION.
   a. The monthly rent shall be reviewed annually in accordance with an established recertification schedule. All Public Rental tenants’ annual recertification must be completed no later than March 31 of each year. NHA will not recertify tenants who have not completed their annual inspections and/or have other lease compliance issues.
   b. Annual recertification’s will be conducted at the Housing Management Office unless specified otherwise.

3. INTERIM RECERTIFICATION
   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. Tenant shall report all changes in income by twenty percent (20%) or more and/or family composition to the NHA within ten (10) days of the change.
      1. Changes in family composition such through death, divorce, or addition of a family member through legal adoption, marriage, or birth and must be supported by documents.
      2. Any increase in a family’s income shall be subject to an interim recertification. 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 unless specified otherwise.
      3. In the case of a rental decrease, the adjustment shall become effective on the first day of the month following the date the tenant reported in writing the change in circumstances. Payment decreases resulting from changes in family income or composition may be retroactive as determined by the Housing Director.
      4. If NHA determines 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 retro charged the proper payment for the period that the misinformation was used. The NHA shall require third party verification of any unreported income at any point during the tenant’s lease period. Late fees will apply.
      5. If the family fails to respond to the scheduled recertification after
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thirty (30) days, they will be charged the ceiling rent for the applicable bedroom size.

6. NHA shall notify tenant(s) in writing of any rent adjustment within ten (10) days of the adjustment. The notice shall state the effective date of the adjustment.

7. NHA reserves the right to conduct an interim review at any time to verify the continued eligibility of the tenant or the correct monthly payment.

4. REQUIRED FORMS FOR RECERTIFICATION: The tenant shall complete and sign the following forms:
   a. Salary or Grant Verification Form
   b. Notarized Unemployment Affidavit
   c. Applicant’s/Tenant’s Consent to the Release of Information
   d. Section 504 Request for a Reasonable Accommodation
   e. Database forms
   f. Other forms as listed in Appendix XIII of this policy

5. All information provided by tenants during recertification is subject to verification by the NHA.

6. NHA employees who are tenants will have their recertification conducted by the Housing Director at the Housing Management Office. If the Housing Director is a tenant, the recertification will be conducted by the Director of the Housing Management Division. All conflicts of interest will be handled in accordance to the NHA Code of Conduct and Code of Ethics policy.

SECTION VI. PUBLIC RENTAL DWELLING LEASE

A. The NHA PRDL is a contract entered between the NHA and selected Tenant(s). The PRDL describes the rights and responsibilities of the NHA and the Tenant. Prior to occupancy, the PRDL must be executed by signatures of the Head of Household and Spouse/Co-Tenant. 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 transfers to a different NHA rental unit, the existing PRDL shall be terminated and a new PRDL shall be executed by the NHA. Tenants approved for a transfer will be subject to the procedures as outlined in Section III. Application Procedures.

The tenant must request in writing to a transfer to another location within the Housing Management Office, tenant will be placed on wait list in accordance to need such as: displacement, occupancy standards and with disabilities (Reasonable Accommodation). Tenant will have to apply with all admission documents. A separate wait list for transfer will be required and monitored by HMO staff. If the tenant(s) requests to transfer to another
location under a different Housing Management Office, Housing Specialist/Technician will work with family to meet their request.

C. REASONABLE ACCOMMODATION TRANSFER LIST.

When an UFA accessible unit becomes vacant and available for occupancy, NHA can make an offer of tenancy in that unit in the following order of priorities:

1. To a current tenant with disabilities in the same housing area, requires the accessibility features of the accessible unit and occupies a unit not having those features;

2. To a current tenant with disabilities residing in another housing area under another Housing Management Office, who requires the accessibility features of the accessible unit and occupies a unit not having these features;

3. To an eligible, qualified applicant with disabilities on the wait list, who requires the accessible features of the accessible unit and,

4. An applicant/tenant with no disabilities can occupy an accessible unit, but when a disabled applicant/tenant requesting a transfer for an accessible unit; the non-disabled applicant/tenant must be required to move to another unit.

5. All transfer requests, priority will be based on date and time of application.

Transfer of applicant/tenant with disabilities requiring an accessible unit will be centrally coordinated through the Housing Management Offices. Tenants, who submit a reasonable accommodation for their disabilities, whether or not requesting a transfer to an accessible unit will be given priority on the transfer wait list. Their request will supersede any transfer requests by other tenants for any reason other than emergencies.

NHA maintains a transfer wait list which prioritizes the transfer of a tenant due to a disability over new admissions of applicants. The Housing Technician will review and monitor the wait list on a monthly basis. The wait list will contain the following information:

a. Tenant’s name, address, and unit number;
b. Tenant’s required bedroom size;
c. Reason(s) for transfer, including information regarding the tenant’s reasonable accommodation request(s); if any, and/or request for an accessible unit;
d. Current status of transfer request, including denials and reason(s) for denial;
e. Actual transfer date, including tenant’s new unit number, and bedroom size; and
f. Name of tenant transferred out of an accessible unit to accommodate a tenant’s disability.
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D. TERMINATION OF LEASE.

1. A tenant who requests to voluntarily terminate his/her participation in the Public Rental Program must give the NHA thirty (30) days written notice and schedule a move out date and time. Tenant will work with his/her respective Housing Specialist to complete a proper move out. If tenant does not provide the thirty (30) days’ notice, security deposit will be forfeited.

2. The termination of a PRDL by the NHA shall be in accordance with Section IX of these Policies.

3. A non-disabled family may temporarily occupy a UFA accessible until a non-UFA accessible unit becomes available into which they will transfer to and then the eligible disabled family applies for a UFA unit. In such cases, the non-disabled family shall execute a lease addendum confirming their acceptance of a UFA accessible unit subject to their agreement to transfer out based upon the need of a disabled tenant or applicant (see Section XI). NHA shall pay for reasonable moving costs that are related to relocating a non-disabled family transferring out of a UFA accessible unit into a non-accessible unit.

4. A tenant who is the victim of sexual assault, domestic violence, dating violence, or stalking may terminate a lease early and without penalty and/or relocate to a different HMO/unit for the purpose of evading his/her abuser.

NHA may request in writing that the victim, or a family member on the victim’s behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Sexual Assault, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within fourteen (14) business days, or an agreed upon extension date, to receive protection from eviction and other protection under this section. Failure to provide the certification or other supporting documentation may result in eviction. NHA shall keep these disclosures confidential.

E. 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 purposes if: 1) such is determined to be beneficial and necessary for the welfare of the tenants in the neighborhood, 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 use for non-dwelling use purposes in its annual Indian Housing Plan (IHP). The Housing Management Office shall submit its unit count for use of a Public Rental unit for non-dwelling purposes and reported in the Annual Performance Report (APR).
2. A lease agreement, shall specify the use of the non-dwelling unit and 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. Quarterly payments shall cover the cost of garbage removal and insurance coverage of the unit, unless waived by respective Housing Director. Any utility establishment fees and payments will be the responsibility of the organization/agency.

3. The service organizations must comply with the Public Rental Policy, except where specifically stated in the Lease Agreement. Lease agreement may be subject to review by the NHA Legal Department.

SECTION VII. 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, voluntary payroll deduction, personal check, credit/debit cards, or online payment. Cash payments will not be accepted. All returned personal checks will be charged an additional non-sufficient fund (NSF) $25.00 service charge. Check cashing is not permitted. Receipts will be issued for each payment. A charge of $25.00 per month will be applied on the 6th day if no payment is received. Partial payments will not waive the late fee charges. Tenants on automatic payroll deduction will not assess late charges-fee, if they are current with their rental payments by the due date.

B. YOUTH. Tenants are at all times responsible for the conduct of their children, including the children of household members, guests and visitors. Young children should not be left alone or unattended while in the housing area. All children under the age of eighteen (18) years 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 under twelve (12) years of age shall be supervised by an adult while in the common areas of their unit and within the NHA housing 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 UPKEEP. Tenants are responsible for the care and maintenance of their units and yards. Proper care should be exercised at all times. Abuse, tampering, and misuse of the unit and removal of NHA’s appliances, such as refrigerators, ranges, water heaters, furnaces, propane tanks, wood stoves or other physical items within the unit shall be grounds for termination of the PRDL. Tenant will be charged for negligent damages.

Yards shall be kept free of weeds, pet feces, food debris, trash, inoperative vehicles, lumber, Recreational Vehicles (RV) and other items attractive to pests and rodents. Planting trees, shrubs, gardens are allowed with a written request from tenant to the Housing Management Office. The Housing Management Office will provide a written
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response to tenant and will be monitored throughout the year to avoid complaints.

All personal property stored outside the unit (such as wood, coal, children’s toys, etc.) shall be stored in an orderly manner and not be scattered throughout the yard. Storage sheds will not be permitted for Public Rental tenants. Ashes will be disposed of in metal container and disposed of by the tenant.

Tenants who are victims of domestic violence, dating violence, sexual assault or stalking may not be evicted for damage to the unit caused by the perpetrator of crimes. Nor shall any Tenant who is a victim of domestic violence, dating violence, sexual assault or stalking be charged for property damage committed by an abuser. NHA may request in writing that the victim, or a family member on the victim’s behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Sexual Assault, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within fourteen (14) business days, or an agreed upon extension date, to receive protection from eviction under this section. Failure to provide the certification or other supporting documentation may result in eviction. NHA shall keep these disclosures confidential.

D. MAINTENANCE CALLS. In the event a unit needs emergency repairs, the tenant shall notify the local Housing Management Office. If the office is closed, the tenant shall call the Maintenance Technician/Specialist on Standby. The Maintenance Standby Schedule shall be distributed to all tenants and will be posted at the local housing management office with phone numbers. All deliberate and negligent damages to the unit will be charged to the tenant upon completion of the work order. Non-emergency (Routine) work order requests shall be made during normal business hours. NHA recognizes that tenants with disabilities or impairments of life functions may have special needs, even if not arising to a need for a designated, UFA accessible unit. Tenants with special needs related to their disabilities (e.g., lever-type door handles, shower grab bars, forward-control appliances, etc.) are encouraged to contact their Housing Management Office staff and/or NHA’s Section 504 Coordinator to discuss those special needs. NHA may require that requests for special assistance devices be put in writing, pursuant to NHA’s Reasonable Accommodations Policy, as set forth under Section XI.

E. TRASH DISPOSAL. All household garbage, are to be placed in the trash container provided by the NHA. Excess garbage shall be disposed of by the tenant who will incur all costs. The trash containers shall not be used to dispose of oil, ashes, rocks, sand, weeds, tree limbs, animal carcasses, automotive parts/tires, furniture, medical waste, or hazardous materials. Tenants are encouraged to recycle. Tenants will be provided a schedule of weekly trash pick-up services and will be subjected to the rules of the service provider. For example, tenants are not permitted to approach sanitation employees or dispose of trash and waste into the sanitation trucks themselves. Tenants with disabilities limiting their ability to comply with these trash disposal requirements should contact their Housing Management Office staff and/or NHA’s Section 504 Coordinator to discuss those special needs. NHA may require that requests for reasonable accommodation be put in writing, pursuant to NHA’s Reasonable Accommodations Policy, as set forth under Section XI.
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F. SAFETY. Gasoline or any other flammable solvents shall not be stored as a cleaning agent in the house. NHA expects all occupants to be familiar with all gas, electric and water cut-off valves to their units. Tenants shall not tamper with any electrical and/or gas controls of the range, furnace, refrigerator, water heater, and propane tanks. To ensure safe and effective operations of appliances, tenant shall use the assigned propane tanks and must keep the tanks filled to at least 20% capacity at all times. Water heaters and furnace closets shall be kept clear. Outlets should not be overloaded. Foreign objects shall not be placed in fuse boxes. Fireworks, B.B. guns, and firearms are strictly prohibited from the NHA premises unless currently updated and shall not be discharged at any time. Confiscated firearms will be documented through a release of transfer form to local law enforcement. To prevent damage to the unit; antennas, satellites and cable dishes shall not be mounted physically to the unit. Skateboards are prohibited on NHA premises.

G. PETS

1. Tenants will be allowed two (2) pets per household.

2. All snakes, tarantulas, scorpions, spiders, insects, mice, guinea pigs, turtles, gerbils, hamsters, ferrets, rodents and other exotic creatures are not allowed within NHA premises. Farm animals such as horses, cattle, sheep, goats, chickens, ducks, geese, turkeys, pigs and other animals are prohibited from the premises. Fish are allowed, but limited to one aquarium per unit. Up to one pet bird is allowed and must be kept in a cage.

3. Pets caged in a cubicle such as fish and birds are exempt from the pet limitation. Fish and birds will be limited to one aquarium or one bird cage per unit.

H. SERVICE ANIMALS AND ASSISTANCE ANIMALS.
NHA recognizes the right of applicants and tenants with disabilities to have an animal, as a reasonable accommodation, that performs tasks for the benefit of a person with a disability or otherwise alleviates one or more identified symptoms or effects of a person’s disability. Service animals, including emotional support animals, are not subject to NHA’s pet policies and restrictions. NHA will charge no pet deposit or other form of surcharge to a disabled resident needing an animal related to performance of tasks, including for emotional support, related to their disability. NHA reserves the right to request disabled tenants to obtain written certification from their health-care provider of the existence of an impairment of a major life function, and the related need for a service/emotional support animal. Where required by law or other public or agency policy, NHA may require documentation from the disabled residents that their service/emotional support animals have received medical vaccinations and inoculations, to ensure the safety of other residents and NHA staff. See also definition of “Service/Assistance Animal” under Definitions contained Section XI).

I. SPEED LIMITS. The NHA housing area is a residential area with children at play. All tenants and their guests and visitors shall observe speed limit of fifteen (15) miles per hour. Speed limits apply to all vehicles including motorcycles and motor bikes. Speeding and racing vehicles within the NHA housing area is prohibited.
J. VEHICLES/PARKING. Tenants are permitted up-to two (2) operable vehicles registered to tenant/co-tenant. Tenants and their guests and visitors shall park in designated parking areas only. No vehicles will be parked around the unit, only in designated paved areas of the housing development. Unauthorized parking in designated areas reserved for individuals with disabilities is prohibited and violator’s vehicle will be towed at owner’s expense. Registration and current insurance will be provided upon the request of the local Housing Management Office.

K. Vehicles not authorized to be on NHA premises shall be removed at the tenant’s expense. Tenants will be required to keep the unit as clean and clutter-free by prohibiting large equipment/materials. Horse trailers, flatbeds, travel trailers, vehicle dolly’s, cement mixer, boats, school buses, All Terrain Vehicles (ATV), semi-trucks, delivery trucks, and similar vehicles are not allowed within the NHA housing area. Inoperable/immobile vehicle(s) are not allowed on premises and will be subject to towing at tenant’s expense.

Tenants with disabilities that limit their physical mobility, and who may require special parking considerations based upon their disabilities, are encouraged to discuss those special needs with their Housing Management Office staff and/or NHA’s Section 504 Coordinator. NHA may request that such requests be put in writing pursuant to NHA’s Reasonable Accommodation Policy (see Section XI).

L. UTILITIES. Tenants will be responsible for maintaining continuously supplied utilities and avoid disconnection. Tenants shall not tamper and misuse utilities (eg. removing meter boxes, small propane bottles, running extension cords to another unit, use of generator, hauling water from unit, etc.) In the event of a disconnection, tenants are afforded twenty-four (24) hours from the date NHA is informed of such disconnection to reestablish utilities.

M. KEYS. Duplicate keys may be obtained by the tenant at the Housing Management Office at a charge of $12.00 per key. If a tenant is locked out of their unit, tenant will be charged the mileage, service and labor charges, lock out after 5 pm and before 8 am will incur additional fee. Upon vacating, the Tenant must return all keys to the local Housing Management Office.

N. PEST CONTROL SERVICES. The NHA provides preventative and extermination services for all Public Rental units. Tenants, whose family members have breathing or other impairments and are pregnant, such that exposure to preventative/extermination services are encouraged to contact their Housing Management Office staff and/or NHA’s Section 504 Coordinator to discuss their special needs.

The NHA Pest Control program strongly advocates the Integrated Pest Management method, which calls for the tenant to maintain a neat, tidy and clean environment, both inside the unit and in the yard. The use of pesticides is the last alternative but is sometimes a necessary treatment for the complete elimination of pests.

O. ADDITIONS, ALTERATIONS AND IMPROVEMENTS. Any alterations, additions and/or removal of permanent structures, whether interior or exterior, and in common area is prohibited.
P. **OPERATION OF INDEPENDENTLY OWNED/OPERATED BUSINESS.** The Housing Director may approve the operation of a small business in the unit where the tenant provides the following 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 NHA housing area;

3. The tenant(s) shall report all income generated from this business

4. This does not apply to food / yard sale(s).

The NHA shall rescind this approval upon any violations.

Q. **EMERGENCIES.** In the case of fire or other emergencies, the tenant should contact the Fire Department, Police Department and the local Housing Management Office.

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

S. **UNLAWFUL ACTIVITIES.** Tenants, household members, guests, and visitors shall not engage in any unlawful activities; including but not limited to such as bootlegging, alcohol, or drug-related activities, disorderly conduct, etc. or other activities which are hazardous to the health or safety of other residents and will not disturb other residents in the quiet peaceful enjoyment of their units. 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. Quiet time shall be from 10:00 pm to 6:00 am.

T. **EFFECTIVE COMMUNICATIONS POLICY FOR PERSONS WITH RELATED DISABILITIES.** NHA is committed to providing appropriate auxiliary aids and services, where necessary, to afford an individual with disabilities an equal opportunity to participate in the NHA’s programs, services, and activities. To this extent, NHA will ensure that interested persons, including persons with hearing, visual or cognitive disabilities, can obtain information concerning the existence and location of accessible services, activities, and facilities. In determining what auxiliary aids are necessary, NHA will give primary consideration to the requests of the individual with disabilities, unless doing so would result in a fundamental alteration of the NHA’s programs or activities, or cause an undue financial and administrative burden. The following effective communication may be provided upon request of a person with a related disability. NHA shall endeavor to collect need of the following types of interpretive/special needs at the time an applicant is first added to its waiting lists for rental housing, but applicants and current program participants may make request for the following types of interpretive services, or other forms of reasonable accommodation related to their disabilities, at any time. NHA may require that requests for
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interpretive services be communicated to it at least seven-two (72) hours in advance of a scheduled meeting, to allow time for the services to be contracted and arranged:

- Braille
- Large Print Documents
- Telephone Device for Deaf (TTDY)
- Directional Signs
- Sign Language/Interpreter
- Audio
- Other forms of communications accommodations that are related to a physical, mental or developmental disability should be communicated to the applicant’s or participant’s Housing Area Office Manager, and/or NHA’s Section 504 Coordinator, pursuant to NHA’s Reasonable Accommodations Policy (Section XI).

U. SMOKING. Smoking commercial tobacco products for recreational purposes shall not be allowed in the public rental units, Exception shall be traditional observance for healing/purification purposes.

SECTION VIII. COLLECTION POLICY

A. RESPONSIBILITY OF TENANTS TO MAKE PAYMENTS. The obligations of tenants to make all monthly payments are outlined in the PRDL. 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.

B. NHA’S RIGHTS 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 Notices of Delinquency, Notices of Intent to Terminate, Notices of Termination and Notice to Vacate, and any other notices required by these Policies. The NHA shall make every effort to work with the tenants. NHA will provide reasonable accommodations that it determines are financially and reasonably feasible for applicants and tenants.

C. PAYMENTS.

1. All payments are to be made payable to the “Navajo Housing Authority” and hand delivered or mailed to the Housing Management Office.

2. The following payment options are available:

- check or money order,
- voluntary payroll deduction
- financial institution automatic pay
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- debit/credit card payment in person
- e-bill online at www.hooghan.org

Tenant(s) making payments by payroll deduction and through the financial institution automatic pay is responsible for making arrangements with his/her employer and/or bank to have the required payment deducted from his/her earnings. Late charges will not apply for residents enrolled in automatic payroll and financial auto pay deductions. Tenants on automatic payroll deduction will not be assessed late charges-fee, if they are current with their rental payments by the due date. However, tenant(s) who voluntarily cancels payroll deduction and fails to make timely rent payment will be subject to the late fee(s). Authorization for Payroll Deduction forms are available at the Housing Management Office.

NHA will assess a service charge on a tenant(s) for each check returned as unpayable. Upon tenant’s non-sufficient check no subsequent personal check(s) will be accepted by NHA.

a. Payment through payroll deduction shall be required where a tenant is continuously delinquent in his/her payments. A tenant who is delinquent two (2) times will be subject to Mandatory Financial Management Education; a tenant who is delinquent four (4) times will be subject to lease evaluation within the program year.

b. Payment through voluntary payroll deductions shall also be implemented in settlement agreements with tenants who have breached their PRDL.

3. 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, P. O. Box 4980, Window Rock, Arizona, 86515.

D. DELINQUENT ACCOUNTS

1. Late Charges. Payments 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 applied on the 6th day if no payment is received. Partial payments will not waive the late fee charges. The late charge shall continue to accrue until the delinquent account is cleared with the NHA. Tenants whose rental payments become delinquent as a result of a disabling condition, including but not limited to extended hospitalization or incapacitation affecting their ability to make timely rental payments are encouraged to discuss reasonable accommodations with their Housing Management Office staff and/or NHA’s Section 504 Coordinator, pursuant to Section XI.

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. Other unusual cases such as medical emergencies, a lost, stolen or delayed check, must be supported by documentation. The burden of showing hardship shall be on the tenant.

  b. An 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.

  c. Failure to comply with the Agreement will result in service of a Notice of Delinquency.

  d. No more than two (2) extensions will be granted during a twelve (12) month period.

  e. The grant of an extension will discharge the $25.00 late fee so long as the tenant complies with the Settlement Agreement.

  f. 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 of the month, if the tenant has not made full payment for all amounts owed, the NHA shall serve the tenant with a Notice of Delinquency

  b. 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 service of a Notice of Intent to Terminate.

E. MANDATORY TENANT EDUCATION (MTE). All adult members on the household composition shall participate in and cooperate fully with the mandatory tenant education to develop a full understanding of their responsibilities. MTE must be completed prior to annual recertification and failure to participate shall disqualify the household from continued occupancy.
THE PUBLIC RENTAL POLICY

Mandatory tenant education shall cover but not limited to the following: noncompliance, grievance, rental history, maintaining stable housing, managing money, no steady income, credit history, criminal records, housekeeping and other topics as deemed necessary by the Housing Management Office.

F. FINANCIAL MANAGEMENT EDUCATION. Financial management education is available to all tenants and may be required by NHA. Such education may include personal financial management and personal budgeting management skills. Requests for financial management education shall be scheduled through the Housing Director, Housing Specialist and/or Fiscal Technician. Tenants or applicants with disabilities limiting their ability to participate in financial management education should discuss their special needs with their Housing Management Office staff and/or NHA’s Section 504 Coordinator (see Section XI).

G. SMALL CLAIMS PROCEEDINGS. The NHA may file a small claims proceeding with the Navajo Nation 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 Claims Procedures of the Navajo Nation Court. The filing of a Small Claims action shall not prevent the NHA from proceeding with termination of the PRDL.

SECTION IX. TERMINATION OF THE PUBLIC RENTAL DWELLING LEASE.

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

1. The following constitutes a violation of the PRDL, 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, or request for recertification within ten (10) days after a request is made by the NHA, and/or the tenant’s 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 visitors 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 include, but is not limited to, vandalism, arson, bootlegging, drug sales, assault, threatening with violence and violations of any criminal laws of the Navajo Nation.
THE PUBLIC RENTAL POLICY

a. Termination proceedings shall begin upon reliable information received of the criminal activity. The NHA shall serve a Notice of Intent to Terminate upon a tenant 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, 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, court order, written complaint from a homebuyer, tenant, NHA employee or any other person not mentioned or any information of any nature that is confirmed by the NHA through a subsequent inquiry or investigation.

b. 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 area.

2. Abandonment of the home. Additionally, tenant may be evicted for abandoning the unit. 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:

3. Housing Management Office shall document the period of abandonment by making four (4) attempts to contact the tenant at the assigned unit. Personal attempts shall be made once a week within the thirty (30) days. If there is no contact made, Housing Management Office will determined that the unit has been abandoned by tenant.

4) The Notice of Intent to Terminate shall be sent to the absent Tenant’s last known mailing address.

5) After fifteen (15) 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 issue a Notice of Termination and Notice to Vacate and have the unit secured by the maintenance personnel to prevent vandalism to the unit.

6) Upon termination of the PRDL in accordance with this Policy, all property left behind by the absent tenant shall be stored as provided in subsection J of this Section.
THE PUBLIC RENTAL POLICY

a. Failure to abide by any term or condition of the PRDL 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.

b. Violation of any other terms or conditions of the PRDL and these policies.

7) Voluntary move-out will require a written thirty (30) (calendar) day advanced notice to the Housing Management Office. Upon failure to contact the Housing Management Office of a move out, the tenant shall forfeit their security deposit.

1) The Notice of Intent to Terminate shall include the following:

a. Name, address, project and unit number of the tenant;

b. The specific violation(s) of the PRDL and/or policy 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. 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) and/or a formal hearing to contest the proposed termination.

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;

2) The right to be represented by an attorney or advocate who is licensed with the Navajo Nation Bar Association at tenant’s expense;

3) The right to represent yourself;

4) The right to present evidence and testimony;

5) The right to have others make statements on his/her behalf;

6) The right to dispute the evidence presented by the NHA including the right to confront and cross-examine witnesses and to present any legal 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.

f. A statement that the PRDL will be terminated on the specified date unless the tenant requests for 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 may apply to the following criminal activities engaged in by the tenant, any member of his/her household, guest, and visitor of the household:
      
      - Homicide
      - Rape
      - Kidnapping
      - Arson
      - Drug related offenses
        (The illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug)
      - Alcohol related offenses
        (Aggravated DWI within the subdivision, the illegal sale, distribution or the possession of alcohol, contributing to the delinquency of a minor)
      - Serious Bodily Injuries (Serious physical impairment of the human body; bodily injury that creates a substantial risk of death or that causes serious, permanent disfigurement or protracted loss or impairment of the function of any body part or organ)

   1) No later than three (3) days after the NHA receives credible and reliable information of 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 a formal hearing with the Housing Management Office.

   2) Upon the Housing Management Office’s receipt of a request for a formal hearing, it shall schedule the hearing to be held within three (3) days.

   3) The formal hearing shall be in accordance with the formal hearing procedures in Section IX. The hearing officer shall issue a written decision no later than five (5) days upon the conclusion of the hearing. The decision shall include a Notice of Termination and Notice to Vacate if the decision is in NHA’s favor.
4) 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.

5) The Housing Management Office may not consider incidents of domestic violence, sexual assault, dating violence, or stalking as committed against the tenant as grounds for terminating the lease or denial of any housing benefit. Victims of domestic violence have the right to request an emergency transfer pursuant to NHA’s transfer policy.

6) The Housing Management Office may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant’s family is the victim or threatened victim of that abuse.

7) The Housing Management Office may request in writing that the victim, or a family member on the victim’s behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Sexual Assault, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within fourteen (14) business days, or an agreed upon extension date, to receive protection. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction. NHA shall keep these disclosures confidential.

b. Normal Termination Procedures.

For violations of the PRDL and/or these policies; the following shall apply:

1) The NHA shall serve a Notice of Intent to Terminate upon a tenant no later than thirty (30) days from the date NHA first receives reliable information of the violation of the lease agreement and/or these policies. Reliable information may include either a police report, court order, housing security report, NHA employee report, written complaint from a homebuyer, tenant, or any other person not mentioned or any information of any nature that is confirmed by the NHA through a subsequent inquiry or investigation.

2) Upon the Housing Management Office’s receipt of a request for either an informal conference or formal hearing, it shall schedule the informal conference or formal hearing in accordance with the grievance procedures in Section X.
3) If the tenant has requested an informal conference, the conference shall be scheduled within five (5) days of the request. The NHA shall issue a written summary of the Housing Director or designee’s decision as a result of the informal conference. If the tenant is not satisfied with the decision of the 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.

4) If the tenant does not want an informal conference, tenant may request a formal hearing in accordance with the grievance procedures in Section IX. The formal hearing shall be scheduled within five (5) days of the request. The hearing officer shall issue a 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.

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 without any further administrative meetings or hearings.

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 PRDL. The Notice of Termination and Notice to Vacate shall be delivered along with a copy of the hearing officer’s decision to terminate the PRDL.

   b. Tenant failed to adequately respond to the Notice of Intent to Terminate within the required time.

   c. The tenant breaches a settlement agreement entered as a 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 PRDL.

3. A Notice of Termination and Notice to Vacate shall include the following:
   a. Tenant was served with a Notice of Intent to Terminate and tenant has failed to appropriately resolve his/her violations of the PRDL or other policies.
   b. Tenant was served with a Notice of Intent to Terminate and no settlement was reached after an informal conference and/or formal hearing.
   c. Tenant has breached the terms and conditions of the Settlement Agreement.
   d. Tenant was served with a Notice of Intent to Terminate and tenant requested a formal hearing, which was held before a Hearing Officer. The Hearing Officer upheld NHA’s decision to terminate tenant’s lease

C. **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) shall be filed upon the tenant’s failure to comply with the Notice of Termination and Notice to Vacate.
   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 served a Notice of Termination and Notice to Vacate and given an opportunity to voluntarily vacate the unit.
   d. All lease terminations referred to the NHA Legal Department, the following functions will be performed:
      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.

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.

G. DUTIES OF THE NHA DURING VACATING OR EVICTION

1. The NHA shall inventory all property left by the tenant and plan for its disposal.

2. If the personal property left behind is generally considered to be of traditional or religious value, the NHA shall contact the next of kin and release the property to him/her. Contact and give to local practitioner or organization.

H. MOVE-OUT PROCEDURES.

The Maintenance personnel shall perform the following duties at the time a tenant vacates a unit:

3. Change locks on all doors and secure the unit;

4. Conduct a move-out inspection and properly document the inspection;

5. All personal property of the tenant is removed.

I. BAD DEBT. A Bad Debt shall mean an outstanding account left by a tenant and for which notice was sent by the NHA and thirty (30) days has elapsed since move-out. It will consist of all amounts owed to the NHA. It may consist of delinquent account and not limited to utility costs during the renovation.

1. Bad Debt Account shall remain the responsibility of the tenant and shall be collected by the NHA in accordance with its Bad Debt Policies and Procedures.

2. A tenant with a bad debt, meaning an outstanding debt owed to NHA account, even if written off, shall be ineligible for future housing assistance from the NHA until he/she has cleared the debt.

J. PROPERTY LEFT BY TENANT. All property left behind by the tenant upon termination of the PRDL shall be inventoried. After the property is stored for ten (10) days without being claimed, the Housing Director or designee shall put the personal property up for public sale. and Notice of the public sale shall be sent to Tenant’s last known mailing address. Proceeds from the sale shall be applied to Tenant’s Bad Debt account and any remaining amounts shall be sent to last known address by certified mail. Alternatively, the HMO may dispose of the personal property.
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SECTION X. GRIEVANCE PROCEDURES

A. POLICY. Every tenant has the right to griev any NHA action or failure to act which adversely affects the tenant with regard to their rights, welfare or status under the PRDL.

Such aggrieved tenant shall be afforded an opportunity to present his/her 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 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 involved. 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 requests for an informal conference must be signed by the 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 schedule an informal conference no later than five (5) days of receipt of the request and notify the tenant the date, time and location of the informal conference.

6. The tenant shall be informed of his/her rights to a formal hearing at the informal conference. The informal conference records shall be held in tenant’s folder.

7. NHA shall prepare a written decision of the informal conference including:
a. The names of the tenants, witnesses, NHA personnel;
b. The date and location of the informal conference;
c. The tenant’s request for reconsideration;
d. The Housing Director or designee’s decision or any settlement agreement;
e. The right of the tenant to a formal hearing in accordance with this policy.

8. One copy of the decision shall be given to the tenant and one kept in the tenant’s file. If the tenant is not satisfied with the decision, tenant 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 Notice of Intent to Terminate was served for criminal activities under the “One Strike, You’re Out” policy set forth in Section IX, within three (3) days of receipt of the Notice of Intent to Terminate;

b. Where an informal conference was held, within ten (10) 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.

2. Failure to request a formal 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 within the time allowed. Upon request by the tenant, the Housing Management Office staff may assist tenant(s) in requesting their formal hearing in writing.

3. Requests for formal hearings shall include:

a. The action or inaction complained of;
b. The date the action or inaction occurred;
c. The parties involved;
d. 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.
4. The Housing Management Office shall schedule a hearing to be held:

a. For criminal activities under the “One Strike, You’re Out” policy, within three (3) days of the request for a formal hearing.

b. For other violations of the PRDL and/or this policy or where the tenant is complaining of an act or failure to act by the NHA, within five (5) days of the request for a formal hearing.

5. 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, and impartial 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) The NHA Legal Department shall maintain a list of hearing officers and distribute list to Housing Management Offices.

b. Hearing Location. All grievance hearings shall be held at a location designated by the Housing Management Office.

c. Failure to Appear for Hearing. If the tenant, after having been duly notified, fails to appear at the hearing, 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.

6. 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.

b. The right to be represented by 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 right to have others make statements on his/her behalf.

e. The right to dispute the evidence presented by the NHA, including the right to confront and cross-examine witness(es) and to present any legal
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defense.

f. The right to a written order.

E. DECISION 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 IX, at the conclusion of the hearing:

   b. For all other grievances, within five (5) days after the hearing.

2. The decision of the hearing officer shall be the final administrative decision and shall be binding on all parties.

3. A written order shall be given to the tenant and a copy filed in the tenant’s NHA folder.

SECTION XI. REASONABLE ACCOMMODATION POLICY

NHA recognizes that tenants with disabilities or impairments of life functions may have special needs. Tenants with special needs related to their disabilities (e.g., lever-type door handles, shower grab bars, forward-control appliances, etc.) are encouraged to contact their Housing Management Office staff and/or NHA’s Section 504 Coordinator to discuss those special needs. NHA may require that requests for special assistance devices be put in writing.

NHA shall provide a method for tenants to request for reasonable accommodation to address changing circumstances that NHA determines financially and administratively feasible regarding the family’s request for their related disability during recertification or at any time during tenancy. Families with limited physical or mental ability to complete the re-certification process on their own, will be assisted by NHA, whether or not a formal request for reasonable accommodation has been made by the Tenant.

A. NOTIFICATION OF REASONABLE ACCOMMODATION POLICY. NHA staff will make tenants aware of this Reasonable Accommodation Policy during mandatory tenant education sessions and will make this policy available.

B. TIMING AND PROCEDURES. Timing and procedure for accepting and processing reasonable accommodation requests. Tenants and applicants may request a reasonable accommodation at any time. Tenants and applicants must request a reasonable accommodation in writing, unless a disability prohibits the tenant/applicant from making their request in writing. When requested, NHA staff shall assist the tenant/applicant in making the reasonable accommodation request. The reasonable accommodation request shall include:
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1. Reason why the tenant/applicant is requesting a reasonable accommodation
2. Nature of the reasonable accommodation requested
3. Any documentation to support the request

Note: NHA may request only as much medical information as necessary to establish a nexus between the disability and the accommodation being requested. NHA will maintain the medical verification records of persons requesting accommodations in a separate confidential file.

C. PROCEDURES FOR SUBMITTING. Procedures for submitting reasonable accommodation request. Residents and applicants shall submit requests for reasonable accommodation to the Housing Management Office in the area in which he/she resides or is applying to reside. Thereafter, the Housing Management Office will forward the request to the Section 504 Coordinator.

D. TIMING FOR NHA RESPONSE. NHA shall respond in writing to requests for reasonable accommodation within ten (10) days. NHA will either
   1) Approve the request;
   2) Deny the request or;
   3) Request additional information in response to the reasonable accommodation request.

E. ROLES. Role of the Housing Management Offices and Section 504 Coordinator. Records will be maintained in the Housing Management Office. Requests will be forwarded to the Section 504 Coordinator, who will review the request and supporting documentation, request clarification of the need and request additional documentation (if necessary), and render the initial decision to fulfill or deny the request, or to propose another reasonable accommodation.

F. TENANT FILES. NHA shall update all tenant files, the Reasonable Accommodation Central Record, and other reasonable accommodation requests and resolutions, including dates within thirty (30) days of each request and each resolution.

G. APPEAL OR DENIAL OF REASONABLE ACCOMMODATION REQUEST. Applicants and residents may request that the Section 504 Coordinator review a denial of a reasonable accommodation request or a proposed accommodation, and may formally appeal the denial of the request or proposed accommodations through a formal hearing before an independent hearing officer in accordance with the Grievance Policies located in Section X.

H. FORMS. The 504 Coordinator and each Housing Management Office shall maintain forms for the request for reasonable accommodation, and appeal of a denial of a reasonable accommodation request. Housing Management Office shall maintain a list of example accommodations that may be provided to tenant/applicant.

I. REASONABLE ACCOMMODATION LOG. The Section 504 Coordinator shall
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establish a centralized records system for reasonable accommodation requests, decisions, implementation, and appeals. The Section 504 Coordinator will also create a Reasonable Accommodation Log to document each reasonable accommodation request by or on behalf of applicants and residents. The Reasonable Accommodation Log will include:

1. date of the request(s)
2. description of the request;
3. applicant/tenant name and address;
4. required bedroom size;
5. current status of each request, including reasons for denials;
6. anticipated implementation date for completed requests;
7. actual implementation date for completed request(s); and
8. pending appeals/grievance of request denial, including date of grievance/appeal.

SECTION XII. PREFERENCE DEFINITIONS

A. DISPLACEMENT

1. Disaster: An applicant’s unit is uninhabitable because of a current disaster, such as fire, flood or hazardous spills.

2. Domestic Violence:
   a. The applicant 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’s family by a spouse or other member of the applicant’s household. The NHA shall require supporting documentation validating 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:
   a. One or more members of the applicant’s family has 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 right to peaceful enjoyment of the unit.

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, gender, national origin, handicapped or family status. The NHA shall require supporting documentation validating that the hate crime 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 governmental body or agency in connection with code enforcement or a public improvement or development program.

6. Action by Landlord:
a. Action by a Landlord forces the applicant to vacate unit; and
   1) The applicant cannot control or prevent the Landlord’s action;
   2) The Landlord’s action occurs although the applicant met all previously imposed conditions of occupancy;
   3) The action taken by the Landlord 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 non-residential use; closing of an applicant’s housing unit for rehabilitation or for any other reason; notice to an applicant that the Landlord wants the unit for personal or family use or occupancy; sale of housing unit, or any other legally authorized act that results or will result in the withdrawal 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:
a. A member of the family has a mobility or other physical impairment that makes 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 person with disabilities 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
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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 living in places not meant or intended for human habitation. Shelters or emergency housing paid by public or charitable source or living in an institution for 90 days or less or was living on streets/in shelters prior to entering the institution.

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) An 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
   c. Does not have usable bathtub or shower inside the unit for the exclusive use of a family; or
   d. No potable running water in unit.

4. No Kitchen:
   a. 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 of heat.

C. LOCAL PREFERENCE.

1. Elderly Family:
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A family whose head of household 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 live-in aides. See definition of “Person with Disabilities”.

Elderly Person: A person who is 62 years of age or older.

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

4. Education:
A person who is carrying a subject load that is considered part time or full-time students under the standards and practices of the educational institution attended. An education institution includes a vocational school with a diploma or certificate program.

5. 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.

6. Single Parent:
Single parent with legally dependent children, including widowed parents with dependent children.

7. Community Member:
A person who is a registered member of the chapter where the NHA housing is located.

8. Renewal application:
Applicants on the wait list for more than one year.

D. VETERANS PREFERENCE

1. Veteran head of household (HH):
   a. Any person who has served in the military service of the United States at any time. The applicant shall provide a Certificate of Indian Blood;
   b. Has been honorably discharged and shall provide DD214
   c. This section shall be used only in determining eligibility per preference rating sheet.
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d. Can be applied to one (1) of the following individuals:

1) Gold Star Parent HH
   a) Shall have one (1) of the following three (3) documents:
      1. Death certificate of deceased Veteran;
      2. DD1300 - Report of Casualty
      3. DD2064 - Certificate of Death.
   b) Shall have birth certificate of deceased Veteran;

2) Widow(er) HH
   a) Shall have one (1) of the following three (3) documents:
      1. Death certificate of deceased Veteran;
      2. DD1300 - Report of Casualty
      3. DD2064 - Certificate of Death
   b) Shall have a valid marriage recognized by any of the following means:
      1. Marriage license signed in presence of two witnesses;
      2. Marriage according to the rites of any church;
      3. Marriage by any judge of the Navajo Nation;
      4. Marriage by traditional Navajo wedding ceremony;
      5. Common law marriage; or
      6. validation of marriage by court decree identifying widow(er)’s name with deceased Veteran.

SECTION XIII. DEFINITION OF TERMS

ASSISTANCE/SERVICE ANIMAL. Animal assisted therapy improves tenants’ mental, physical, social and emotional functioning with the aid of animals. A service or assistance animal is an animal needed as a reasonable accommodation for persons with disabilities. An assistance animal is not considered a pet and thus, is not subject to the restrictions set forth under NHA’s Pet Policy (Section XI. Reasonable Accommodation Policy). Assistance animals are animals that work, provide assistance, or perform tasks for the benefit of a person with a disability; or animals that provide emotional support that alleviate one or more identified symptoms or effects of a person’s disability.22

ADJUSTED INCOME. The annual income that remains after excluding the following amounts:

A) YOUTH, STUDENTS, AND PERSONS WITH DISABILITIES. $480 for each member of the family residing in the household (other than the head of the household or the spouse/co - tenant of the head of the household)
   (i) Who is under 18 years of age; or
   (ii) 18 years of age or older, who is a person with disabilities or a full time student.

B) ELDERLY AND FAMILIES WITH DISABILITIES---$400 for an elderly or
family head of household or spouse/co-tenant with a disability.

C) MEDICAL AND ATTENDANT EXPENSES---The amount by which three (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 with disabilities, 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/her education.

E) EARNED INCOME OF MINORS---The amount of any 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 per family per week; not to exceed $1,300 per household for employment or education related travel.

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

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

   (i) The full amount, before any payroll deductions, 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 or 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 in 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 deductions 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 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 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 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 contributions 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);

(x) Indian Per Capita Payments

(xi) Royalty Payments

(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 inheritances, insurance payments (including payments under health and accident insurance and worker’s compensation), capital gains, and settlement for personal or property losses,

(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 live-in aide;

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

(vii) The special pay to a family member serving in the Armed Forces who is exposed to hostile
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fire;

(viii) (A) Amounts received under training programs funded by HUD;

(B) Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set-aside for use under a Plan for Achieving Self-Support (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 participation in a specific program;

(D) Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed $200 per month) received by an Indian Housing Authority 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 initiatives 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 participation in qualifying state or local employment training programs (including training programs not affiliated with local government) and training of a family member as resident management staff. 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 program.

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

(x) Earnings in excess of $480 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 the 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

(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 described 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 terminated from employment with good cause, the exclusion period shall end.

(B) Earnings and Benefits means the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job;

(iv) Income from Veteran compensation for service-connected disability or death under
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title 38 U.S.C. chapter 11 and dependency and indemnity compensation for service-connected deaths under title 38 U.S.C. chapter 13 are excluded from income.

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

(vi) Amounts received by the family in the form of refunds or rebates under state or local law for property taxes on the units;

(vii) 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 the 1937 Act. A notice is published from time to time in the Federal Register and distributed to recipients identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.

BOARD. Appointed Board of Commissioners of the NHA

CARE ATTENDANT. A person that regularly visits the unit of a NHA resident to provide supportive or medical services. Care attendant are not live in aides, since they have their own place of residence. If requested by NHA, must demonstrate separate residence. Care attendant have no rights of tenancy.

CHILD CARE 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/her education.

The amount deducted shall reflect reasonable charges for child care 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 responsible adult member to take care of the children to qualify for this deduction.

CO-TENANT or CO-HEAD. Adult applicant, who the Head of Household or applicant, identifies as a secondary or joint party in the application or Public Rental Dwelling Lease (PRDL), and who assumes equal responsibility in upholding terms of applicant/tenant’s lease.

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

COORDINATOR (504). NHA staff designated to coordinate reasonable accommodation requests, and to oversee other matters regarding the rights of persons with disabilities, and NHA’s obligations, pursuant to Section 504 of the Rehabilitation Act of 1973. Applicants and program participants may request that the NHA’s Section 504 Coordinator review a denial of a reasonable accommodation request or a proposed accommodation, and may formally appeal the denial of the request or proposed accommodations to it Section 504 Coordinator. See also NHA’s Grievance policy/procedures under Section X and its Reasonable Accommodation Policy under
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Section XI.

CRIMINAL ACT. 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. For a family/tenant to claim dependent deduction for children under the age of 18 years and younger, the following must be evident:

1. Child(ren) must be the natural child of the Head of Household/Spouse
2. Child(ren) not naturally their own but have legal guardianship documents verified by family courts of competent jurisdiction.
3. Child(ren) not naturally their own, must have parent included in the household composition to claim the dependent deduction
4. Child(ren) not naturally their own, without the parent on the household composition are not eligible for dependent deduction.

DD214. Certificate of Release or Discharge from Active Duty, generally referred to as a "DD 214", is a document of the United States Department of Defense, issued upon a military service member's retirement, separation, or discharged from active-duty military.

DISABLED VETERAN. Generally described as a person who is legally blind; legally deaf; loss of one or more limbs; chair or bed bound; unable to walk without crutches or walker; mentally disabled adult who requires a companion to aid in basic needs. Such as dressing, preparing food, and other daily living care needs or severe and/or respiratory problems preventing even minor exertion, such as light housework.

DISPLACED VETERAN. Any Veteran, Gold Star Parent or Widow(er) of a Veteran that is relocated on a permanent basis due to unforeseen events or natural disasters.

DISABLED PERSON. An individual with a disability is defined by the American with Disability Act (ADA) and Section 504 of the Rehabilitation Act of 1973 (and HUD’s regulations implementing that law at 24 CFR 8, et seq.) as a person who has a physical or mental impairment that substantially limits one or more major life activities; or a person who has a history of record of such an impairment; or a person perceived by others as having such an impairment. 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, though alcoholism and/or drug addiction may in some circumstances be considered disabilities, and thus afford persons with diagnosis of alcoholism or drug addiction protections under Section 504. Individuals with diagnosis of alcoholism or drug addictions, whose conduct does not jeopardize the health or safety of others, and through reasonable accommodations may otherwise fulfill the obligations of tenancy, should discuss their special needs with NHA’s Section 504 Coordinator. See also NHA’s Reasonable Accommodations Policy under Section XI.
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DISPLACED PERSON. A person that is relocated on a permanent basis due to unforeseen events such as natural disasters, domestic violence, avoidance of reprisal or hate crimes, government/landlord action, cultural displacement and/or inaccessibility of unit.

ELDERLY FAMILIES AND NEAR-ELDERLY FAMILIES. A family whose head of household (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 or near elderly persons living together.

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

FAMILY. Shall mean:
A) A family with or without children, an elderly family, a disabled family (including a disabled family whose ability to live independently requires assistance from a live-in aide), or a single person.
B) Single, married, unmarried person(s) with permanent guardianship or custody of children or is in the process of securing permanent legal custody of children under the age of eighteen (18) years, verified by supporting documents. A Power of Attorney is not a sufficient supporting document to demonstrate permanent legal custody.
C) Married or unmarried person(s) without children.
D) Siblings (Adult Brother & Sister)

FORMAL HEARING. Administrative hearing available to the tenant; the hearing is conducted before an impartial hearing officer following the hearing officer’s procedure and the Grievance Procedures.

FULL TIME STUDENT. A person, 18 years of age or older, who takes 12 or more credit hours, or the equivalent at a post-secondary institution in a school term. School includes post-secondary colleges, technical and trade schools.

GRIEVANCE. Any dispute a Tenant has to a NHA action or failure to act in accordance with the PRDL, NHA rules and/or policies which adversely affect the tenant.

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

HOUSING MANAGEMENT OFFICES. The fifteen (15) field offices of the NHA in:

1. Chinle
2. Crownpoint
3. Dilcon
4. Fort Defiance
5. Ganado
6. Kayenta
7. Navajo
8. Ojo Amarillo

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9. Pine Hill
10. Pinon
11. Shiprock
12. Thoreau
13. Tohajiilee
14. Tohatchi
15. Tuba City

HUD. United States Department of Housing and Urban Development.

IMMEDIATE FAMILY MEMBER. Spouse, father, mother, maternal and paternal grandparents, uncles and aunts, daughter, son, brother, sister, daughter's or son's child (niece & nephew) and grandchildren. In an event of remarriage, step children and grandchildren will be considered for this policy.

INDIAN. Any person who is a member of a federally and/or a state recognized Indian Tribe.

INDIAN AREA. The area 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 to resolve issues in which the tenant was adversely affected by a NHA action or inaction documented with a decision letter between NHA and tenant.

LIVE-IN AIDE. A live-in aide may also be considered part of the applicant's family household. However, live-in aides have no rights of tenancy or continued occupancy.

1. is determined by the NHA to be essential to the care and well-being of the person(s);
2. is not obligated for financial support of the person(s); and
3. provide necessary supportive services.
4. any other person(s) not considered a live-in aide who becomes part of the household composition shall have their income included.
5. all adult members must have criminal background check.

LOW INCOME FAMILY. A family's Adjusted Annual Income does not exceed eighty percent (80%) of the median income as determined by 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.
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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) exceeds 3% of annual 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.
5. Dental expense.
6. Eyeglasses 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 United States Department of Defense.

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 trusts 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 the 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 be for less than fair market value if the applicant or home buyer received important consideration not measurable in dollar terms.

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’s adjusted annual income exceeds 80 percent of the
THE PUBLIC RENTAL POLICY

median income.

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

OTHER ADULT. An adult member of the household who is 18 years of age and older and who is not the head of household or co-tenant.

PART TIME STUDENT. A person, 18 years of age or older, who takes six (6) credit hours or more but less than twelve (12) credit hours, the equivalent at a post-secondary institution in a school term. School includes post-secondary colleges, technical and trade schools.

PERSON WITH DISABILITY. For purposes of Rental Program eligibility, including the establishment of a preference, "Person with disability" means a person who has an inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than (12) months. Note: See also definition above the definition of "Disabled Person", which applies to persons making requests for Reasonable Accommodation, and differs from the definition here for establishing program eligibility.

PUBLIC RENTAL DWELLING LEASE (PRDL). 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, to ensure continued eligibility for occupancy.

REMAINING MEMBER OF A TENANT FAMILY. The remaining immediate family member, listed on the household composition, who has qualified and determined eligible when the head of household and spouse has:

1. deceased or;
2. been mentally incapacitated and;
3. cannot be a live-in aide or care attendant, who is an immediate family member.

RENT. Total Tenant Monthly Payment to the NHA.

SPOUSE. The husband or wife of the head of household, including common law.

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.

TEMPORARY EMPLOYMENT OR INCOME. Five months or less of employment or income shall not be calculated. Temporary employment or sporadic income includes the following:

1. Casual, sporadic or irregular gifts; but not to exceed 20% of amount reported on last recertification and/or interim change. If the casual, sporadic or irregular gift
amount exceeds 20%, then all the amount shall be calculated and the interim change will be conducted and increase in rental payments shall be effective the following month. Employment/income for tenants shall be obtained by the most recent Income Tax Return or using IRS Form 4506-T.

2. Amounts that are specifically for reimbursement of medical expenses,

3. Lump-sum additions to family assets, such as inheritances, 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. Seasonal employment

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

UTILITIES. Electricity, natural gas, propane, water, sewage service and septic tank.

UTILITY ALLOWANCE. A fixed dollar amount that is deducted from the rent based on bedroom size.

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

VETERAN. A person who served in the active military, naval, or air services, and who is discharged or released there from under conditions other than dishonorable and who served ninety (90) days or more during war time or one hundred eighty-one (181) days or more during peace time.

VETERAN WIDOW OR WIDOWER. A surviving spouse who was legally and validly married to and lived with a Veteran continuously from the date of marriage to the date of the Veteran’s death and has not remarried.

VETERAN Gold Star Parent. A mother whose Veteran child(ren) has been killed in the line of duty (killed in action): or whose Veteran child(ren) has been declared missing in action.

SECTION XIII. APPENDIX

A. Public Rental Dwelling Lease (PRDL)
B. Document Package for Applicant’s/Tenant’s Consent to the Release of Information
C. Eligibility Criteria & Preference Rating Sheet
D. Public Rental Housing Application Packet
E. Authorization for Payroll Deduction
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F. Request for Reasonable Accommodation Form
G. Notice of Delinquency
H. Notice of Intent to Terminate
I. Notice of Termination and Notice to Vacate
J. High Income Family Worksheet
K. IRS Form 4506-T
L. Form HUD-91066
M. Utility Allowance Schedule
A. Public Rental Dwelling Lease (PRDL)

NAVAJO HOUSING AUTHORITY
PUBLIC RENTAL DWELLING LEASE

On this 1st day of April 2017, the Navajo Housing Authority, (NHA) hereinafter referred to as the
NHA, now leases to ________________, hereinafter individually and collectively known as
TENANT, whose address is: P.O. BOX 0123, SOMEWHERE, AZ 86999. The dwelling unit is located
at Project No: AZ12-123, SWEETMEAT, Somewhere, AZ 86999, Unit No: 1000, under the terms and
conditions stated below:

Rental Amount and Term

1. The term of this lease is monthly, beginning on the first day of each month, except that
the rental for the initial term of this lease is $90.00, which is prorated to the number of
days of occupancy prior to the first full month. After that, the monthly rental will be
$90.00. Effective date: 04/01/2017

   a. Rent is due on the first of each month and shall be delinquent if it is not paid by
      5:00 p.m. by or on the fifth calendar day of each month. A late payment fee of
      $25.00 shall be charged to Tenant if any delinquency is not paid in full each
      month. This lease renews automatically unless it is terminated by either party by
      giving written notice, as set forth by this lease and the NHA Public Rental
      Policies.

   b. The monthly rent is subject to adjustment based upon family income, pursuant to
      the rent calculations set forth in the NHA Public Rental Policies. In addition to
      the TENANT named above, other members of the household who live in the
      unit, and their relationship to the TENANT, are set forth below. Rent may be
      charged based on family income as provided in Section 4 of this lease.

Family Composition

2. TENANT acknowledges that the following list of names constitutes the composition of
the family household who will live in the dwelling unit and TENANT agrees to notify
the NHA of any and all changes within ten (10) days of their occurrence:

   1

Revised 4/02/98
THE PUBLIC RENTAL POLICY

B. Document Package for Applicant’s/Tenant’s Consent to the Release of Information

Document Package for Applicant's/Tenant's Consent to the Release Of Information

This Package contains the following documents:

1. HUD-9887/A Fact Sheet describing the necessary verifications
2. Form HUD-9887 (to be signed by the Applicant or Tenant)
3. Form HUD-9887-A (to be signed by the Applicant or Tenant and Housing Owner)
4. Relevant Verifications (to be signed by the Applicant or Tenant)
# THE PUBLIC RENTAL POLICY

C. Eligibility Criteria & Preference Rating Sheet

---

**NHA**

Hooghan - Center of Family Growth, Strength and Beauty

**NAVAJO HOUSING AUTHORITY**

ELIGIBILITY CRITERIA & PREFERENCE RATING SHEET

Name: __________________________

## PREFERENCE RATING:

<table>
<thead>
<tr>
<th>I Displacement:</th>
<th>(support documents by recognized agency)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Disaster (i.e., Fire, Flood, etc.)</td>
<td>(30 pts.)</td>
</tr>
<tr>
<td>2 Domestic Violence/Avoid Repraisal/Hate Crime</td>
<td>(25 pts.)</td>
</tr>
<tr>
<td>3 Govt Action/landlord Action/Cultural Displacement</td>
<td>(10 pts.)</td>
</tr>
<tr>
<td>4 Inaccessibility of Unit</td>
<td>(15 pts.)</td>
</tr>
<tr>
<td><strong>Add lines 1-4 A.</strong></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>II Substandard:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Dilapidated/Declared Unfit by a Recognized Agency</td>
</tr>
<tr>
<td>2 Homeless family-lacking a fixed resident (support documents)</td>
</tr>
<tr>
<td>3 NO Plumbing/NO Domestic Water</td>
</tr>
<tr>
<td>4 No Kitchen</td>
</tr>
<tr>
<td>5 No Electrical System</td>
</tr>
<tr>
<td>6 No Safe Heating System</td>
</tr>
<tr>
<td><strong>Add lines 1-6 B.</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>III Local Preference:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Elderly family (62 years, Disabled)</td>
</tr>
<tr>
<td>2 Medical (any family member - support documents)</td>
</tr>
<tr>
<td>3 Veterans (Head/Spouse)</td>
</tr>
<tr>
<td>4 Overcrowded</td>
</tr>
<tr>
<td>5 Education/Employment</td>
</tr>
<tr>
<td>6 Single Parent</td>
</tr>
<tr>
<td>7 Community Residency</td>
</tr>
<tr>
<td>8 Renewal Application (1 pt. for every year, max 10 pts.)</td>
</tr>
<tr>
<td><strong>Add lines 1-8 C.</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>VI. VETERANS PREFERENCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Disabled Veteran</td>
</tr>
<tr>
<td>2 Elderly Veteran</td>
</tr>
<tr>
<td>3 Veterans (Head/Spouse)</td>
</tr>
<tr>
<td>4 Gold Star Mother</td>
</tr>
<tr>
<td>5 Veteran Widow/Widower</td>
</tr>
<tr>
<td><strong>Add lines 1-5 D.</strong></td>
</tr>
</tbody>
</table>

(Add lines A, B, C & TOTAL SCORE: ____________________________)

---

**PREPARED BY:**

Name: __________________________

Housing Technician: __________________________

**DATE:** __________________________

**VERIFIED BY:**

Name: __________________________

Housing Director: __________________________

**DATE:** __________________________
PUBLIC RENTAL HOUSING APPLICATION
CHECKLIST

The following documents are needed to complete your application:

Family Data:
All Household Members: NOTE: All names has to correspond on the following documents.

☐ Social Security Cards
☐ Birth Certificate/Affidavit of Birth
☐ Certificate of Indian Blood (CIB)

If Applicable:
☐ Marital Status Document (Marriage License, Divorce Decree, Separation Papers)
☐ Military Service Documentation – DD214
☐ Legal Guardianship

To Complete with Application:
☐ Salary or Grant Verification Form – Filled out by Employer; attach Award letters for: TANF, SSI,
  Disability Benefits, Unemployment, etc. (for all family members over 18+)
☐ Applicants/Tenant’s Consent to the Release of Information - signed by all adult members
☐ Involuntary Displacement Form – Filled out by Chapter
☐ Substandard Certification Form – Fill out by Chapter
☐ Rental History Form – Fill out by Landlord
☐ Map to Current Residence
☐ Criminal Background Check (referral - if needed)

If Applicable:
☐ Medical Expense Form (disabled/elderly families only; expenses for medical conditions)
☐ Student Status Verification Form (full-time high school/collar students over the age of 18)
☐ Travel Expense Form (travel for employment or education)
☐ Child Care Expense Form (child care for families gaining education/employment)

Pinon Housing Management Office
P.O. Box 1007, Pinon, Arizona 86510
Phone: (928) 725-3680   Fax: (928) 725-3682

"IMPORTANT INFORMATION"
✓ Head of Household and Co-Tenant (if applicable) must attend Intake Interview
✓ Please make sure application is completed
✓ Please be honest with your Housing Application- FRAUD is not tolerated at NHA

NHA Requests your cooperation to comply with all eligibility and admission requirements. NHA is required to verify all documents attached with application (Family data, Income, School enrollment, and other information relevant to your housing application). This information will be used to determine your Eligibility for admission to NHA’s Housing Programs.
E. Authorization for Payroll Deduction

☐ Initial  ☐ Increase Amount  ☐ Decrease Amount  ☐ Cancel  ☐ Public Rental  ☐ Homeowner

AUTHORIZATION FOR PAYROLL DEDUCTION
ON BEHALF OF THE NAVAJO HOUSING AUTHORITY

I, __JANE DOE__, Social Security No. __123-45-6789__, do hereby authorize

Navajo Housing Authority to deduct Bi-Weekly from my Payroll Paycheck

$_________. Beginning the Pay Period Ending ____________, and thereafter, as

Required by the Navajo Housing Authority, Post Office Box 4980 Window Rock, Arizona 86515

Monthly Payment $_________  Department Name: ______________________

<table>
<thead>
<tr>
<th>Project No.</th>
<th>Unit No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>AZ12-123</td>
<td>1000</td>
</tr>
</tbody>
</table>

Verified by: ________________________  Note: Can not be cancelled without authorization from NHA

(Housing Management Office Staff)

__________________________  ______________________
Signature                    Date

__ Employer Copy  __ Resident Copy  __ NHA Tenant Acct.  __ Office File
REQUEST FOR A REASONABLE ACCOMMODATION

The following member of my household has a disability:
Name: 

Please provide the following reasonable accommodation(s):

How this accommodation will (check below):
☐ Help me live in the housing or take part in NHA program
☐ Meet the lease requirements of NHA program
☐ Meet other requirements of NHA program
☐ We do not have a reasonable accommodation request at this time
☐ Because we do not need reasonable accommodation for my/their disability
☐ Because a member in my household does not have a disability

You do not need to provide medical records about your disability, however, a verification of your disability from a professional provider is sufficient. It is important the requested reasonable accommodation is related to your disability.

Signature(s): ___________________ ___________________
Head of Household Date

____________________ ___________________
Spouse/Co-Tenant Date

Address: __________________________ Telephone: ______________________

________________________

Pinon Management Office
PO Box 1007
Pinon, AZ 86510
NHA Representative: Please Print
THE PUBLIC RENTAL POLICY

G. Notice of Delinquency

Navajo Housing Authority

PO Box 4980 · Window Rock, AZ 86515 · (928) 871-2600 · FAX (928) 871-2604

NOTICE OF DELINQUENCY

Date: March 7, 2017

To: JACK & JANE DOE

Address: P.O. BOX 0123, SOMEWHERE, AZ 86999

Residing at Project No.: 123 Unit No.: 1000 Location: Somewhere, AZ 86999

The Navajo Housing Authority HEREBY GIVES YOU NOTICE of your DELINQUENCY. The following is a breakdown of your delinquency:

<table>
<thead>
<tr>
<th>MONTH</th>
<th>MONTHLY CHARGE +</th>
<th>LATE CHARGE +</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
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<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Subtotal: ____________________________

Other Charges: ____________________________________________

Subtotal: ____________________________

TOTAL DELINQUENCY: ____________________________

Please be informed that you agreed to comply with your lease terms and all the policies of the NHA when you became a participant in the NHA program. Nonpayment of rent is a violation of the lease and the NHA policies; therefore, NHA demands that you immediately pay the delinquent amount within ten (10) calendar days upon receipt of this Notice. A late fee of $25.00 will be added for each month you do not pay your rent on time.

If you fail to comply with this Notice within ten (10) calendar days, the Navajo Housing Authority will proceed with a Notice of Intent to Terminate your Lease Agreement.

RETURN OF SERVICE
(Personal Service)

Date: ______________
Delivered to: ______________ at ______________
Received by: __________________________

NAVajo HOusING AUTHORITY:

Title: Fiscal Technician
Housing Management Office

CONCURRENCE:

Housing Director

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**THE PUBLIC RENTAL POLICY**

H. Notice of Intent to Terminate

---

**Navajo Housing Authority**

PO Box 4980 • Window Rock, AZ 86515 • (928) 871-2600 • FAX (928) 871-2604

**NOTICE OF INTENT TO TERMINATE**

**NOTICE IS HEREBY GIVEN TO:**

that your NHA Lease Agreement shall be terminated, if you do nothing, on the 16th day after you receive this notice.

Date of Termination: ______________________

Address: ________________________________

Residing at Project No.: ______ Unit No.: _____ Location: ______________________

1. **REASON FOR INTENT TO TERMINATE:**

   - **Delinquency:** A Notice of Delinquency was sent to you on _______ and you failed to respond to the NHA within ten (10) days of this date. The following is a breakdown of delinquency charges:

<table>
<thead>
<tr>
<th>MONTH</th>
<th>MONTHLY CHARGE</th>
<th>LATE CHARGE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

   Subtotal: ______________________

   Other Charges: __________________

   Subtotal: ______________________

**TOTAL DELINQUENCY:** __________________

You are in violation of your lease agreement because of failure to pay the amount stated above.

   - **Criminal Activity:** You and/or a member of the household, guest, or visitor are alleged to have been involved in criminal activity which is a violation of the following section(s):

   ________________________________

   ________________________________

   ________________________________

   ________________________________

   **(See addendum for details of the allegations against you.)**

   - **Other Lease Violations:** Section __________________

   You are alleged to have:

   ________________________________

   ________________________________

   ________________________________

   ________________________________

---

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II. YOUR RIGHTS as a RESIDENT(S):

1. You may request for an INFORMAL CONFERENCE, in writing, within fifteen (15) days from the day you receive this notice. The informal conference is with the NHA Management staff.
   a. The informal conference will give you an opportunity to settle the matter with the NHA. The NHA will have the ultimate decision on whether or not to accept a settlement or proceed with a Notice of Termination. You will be provided with a written response from the Housing Director.

2. If you do not wish to have an informal conference, you may request, in writing, for a FORMAL HEARING within fifteen (15) days from the date you receive this notice. The hearing will be conducted before a Hearing Officer.

3. If you do nothing, then NHA shall proceed to Terminate your Lease Agreement after sixteen (16) days from the date you receive this notice.

III. YOUR RIGHTS FOR THE FORMAL HEARING:

1. You have a right to be represented by an attorney or advocate who is licensed with the Navajo Nation Bar Association. You have a right to represent yourself.

2. You have a right to examine, copy or duplicate any document, record or regulation related to your Notice of Intent to Terminate before the hearing, during regular business hours of the NHA.

3. You have a right to present evidence and testimony and you have a right to have witnesses testify on your behalf to dispute NHA's allegations. You have a right to cross examine witnesses of the NHA.

4. The Hearing Officer shall make the final decision in compliance with NHA's grievance procedures.

NAVAJO HOUSING AUTHORITY:

Housing Director or Delegated Director

RETURN OF SERVICE
(Personal Service)

Date: ______________________
Delivered to: ______________ at ______________
Received by: ______________________
NHA Signature: ______________
Attempts made but resident refused to accept notice

RETURN OF SERVICE
(Certified Mail)

Date: ______________________
Certified Mail #: ______________________
Address: ______________________
Received by: ______________________
NHA/Sent by: ______________________
I. Notice of Termination and Notice to Vacate

Navajo Housing Authority
PO Box 4980 - Window Rock, AZ 86515 - (928) 871-2600 - FAX (928) 871-2604

NOTICE OF TERMINATION AND NOTICE TO VACATE

To: ____________________________
Address: ____________________________

Residing at Project No.: _______ Unit No.: _______ Location: ____________________________

Date: _______

You are hereby given formal Notice that your Lease has been terminated and you are requested to Vacate and Surrender Possession of the Unit. Your Lease has been terminated as a result of one of the following:

☐ 1. You were served with a Notice of Intent to Terminate and failed to contact NHA; thus, the time to request any hearing has expired.

☐ 2. You were served with a Notice of Intent to Terminate and you requested an informal conference, which was held, no settlement was reached, and NHA decided to uphold its decision to terminate your Lease; thus, the time for you to request a formal hearing has expired.

☐ 3. You breached the terms and conditions of the Settlement Agreement, which was entered into with NHA Management Office.

☐ 4. You were served with a Notice of Intent to Terminate and you requested a formal hearing, which was held before a Hearing Officer; thus, the Hearing Officer has upheld the Navajo Housing Authority's decision to terminate your Lease.

The Navajo Housing Authority demands that you Vacate the Unit within five (5) days after you receive this notice. Failure to Vacate the Unit within the days requested will give the Navajo Housing Authority just cause to initiate proper court proceedings in the Courts of the Navajo Nation for Eviction and Restitution with all court costs charged to you. The NHA may additionally file a complaint for criminal trespass against you.

Date: ____________________________

RETURN OF SERVICE (Personal Service)

Date: ____________________________
Delivered to: ____________________________ at ____________________________
Received by: ____________________________
NHA Signature: ____________________________

☐ Attempts made but resident refused to accept notice

Housing Director or Delegated Director

RETURN OF SERVICE (Certified Mail)

Date: ____________________________
Certified Mail #: ____________________________
Address: ____________________________

Received by: ____________________________
NHA/Sent by: ____________________________
**The Public Rental Policy**

J. High Income Calculation

<table>
<thead>
<tr>
<th>Calculation for High Income Families</th>
<th>Public Rental</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> _________________________</td>
<td><strong>Unit No.:</strong> ____________________</td>
</tr>
<tr>
<td><strong>Project:</strong> ______________________</td>
<td><strong>Family Size:</strong> ________________</td>
</tr>
<tr>
<td><strong>Bedroom Size:</strong> _________________</td>
<td></td>
</tr>
</tbody>
</table>

### Regular Payment Calculation

<table>
<thead>
<tr>
<th>Income #1</th>
<th>Income #2</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ _______</td>
<td>Total Family Income</td>
</tr>
</tbody>
</table>

### Deductions:

- Elderly $ -
- Medical $ -
- Dependents $ -
- Childcare $ -
- Travel $ -
- Disabled $ -

<table>
<thead>
<tr>
<th>Deductions</th>
<th>Total Deductions $ -</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elderly</td>
<td>$ -</td>
</tr>
<tr>
<td>Medical</td>
<td>$ -</td>
</tr>
<tr>
<td>Dependents</td>
<td>$ -</td>
</tr>
<tr>
<td>Childcare</td>
<td>$ -</td>
</tr>
<tr>
<td>Travel</td>
<td>$ -</td>
</tr>
<tr>
<td>Disabled</td>
<td>$ -</td>
</tr>
</tbody>
</table>

| $ - Annual Net Income |
| $ - Net Income x 20% |
| $ - Contract Rent |
| $ - Utility Allowance |
| $ - Monthly Payment |

### 80% Median Income Calculation

**US Median Income for total number of family members in household.**

### Deductions

<table>
<thead>
<tr>
<th>Deductions</th>
<th>Total Deductions $ -</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elderly</td>
<td>$ -</td>
</tr>
<tr>
<td>Medical</td>
<td>$ -</td>
</tr>
<tr>
<td>Dependents</td>
<td>$ -</td>
</tr>
<tr>
<td>Childcare</td>
<td>$ -</td>
</tr>
<tr>
<td>Travel</td>
<td>$ -</td>
</tr>
<tr>
<td>Disabled</td>
<td>$ -</td>
</tr>
</tbody>
</table>

| Annual Net Income $ - |
| Net Income x 20% $ - |
| Contract Rent $ - |
| Utility Allowance $ - |
| Monthly Payment $ - |

### Calculation A

| Total Family Income $ - |
| % Median Income $ - |
| Monthly Payment $ - |

### Calculation B

| Fair Market Rent |
| Admin Fee $ - |

### Debt Service

| Debt Serv $ - |

To determine monthly payments for 1937 Act Units, you would use the **Debt Service Calculation** or **Regular Payment Calculations.** You would use the lower of the two.

For NAHASDA Units, it would be lower of **Calculation A** or **Calculation B**.
K. Utility Allowance Schedule

The utility allowance applied shall only be one of the heating fuel source amounts as shown in the following table:

<table>
<thead>
<tr>
<th>For Gas or Propane Heating</th>
<th>Allowance</th>
<th>For All Electric Heating Source</th>
<th>Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>One bedroom</td>
<td>$109</td>
<td>One bedroom</td>
<td>$133</td>
</tr>
<tr>
<td>Two bedroom</td>
<td>$140</td>
<td>Two bedroom</td>
<td>$173</td>
</tr>
<tr>
<td>Three bedroom</td>
<td>$167</td>
<td>Three bedroom</td>
<td>$192</td>
</tr>
<tr>
<td>Four bedroom</td>
<td>$203</td>
<td>Four bedroom</td>
<td>$219</td>
</tr>
<tr>
<td>Five bedroom</td>
<td>$228</td>
<td>Five bedroom</td>
<td>$252</td>
</tr>
</tbody>
</table>
CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE OR STALKING

U.S. Department of Housing and Urban Development
Office of Housing

OMB Approval No. 2501-0224
Exp. 09/30/2017

Purpose of Form: The Violence Against Women Act and Indian Opportunity Amendments of 1994 (42 U.S.C. 13916) provides qualified survivors of domestic violence, dating violence, or stalking (collectively "domestic violence") from being evicted or terminated from housing based on one of such violence against her/him.

Certified to: If you have been a victim of domestic violence, you or family member(s) on your behalf must complete and return this certification form to the landlord or tenant association. The information provided will be used by the landlord or tenant association to complete the certification form, unless the landlord or tenant association has been notified in writing of a domestic violence victim's request for confidentiality. The information provided will be maintained in a manner consistent with applicable laws and regulations. This certification form may be returned to the landlord or tenant association. If the required information is not provided, the tenant association may be required to provide the landlord or tenant association with a written notice of the date provided by the victim to the landlord or tenant association, and the landlord or tenant association may be required to provide the written notice to the victim.

TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE:

1. Date written request received from victim or management agent:

2. Name of victim:

3. Name of victim (different):

4. Name(s) of other family members listed on the lease:

5. Name of the victim:

6. Relationship of the victim to the lessee:

7. Date of incident:

8. Time of incident:

9. Location of incident:

(Please fill out this form in its entirety or attach another sheet as necessary.)

NAVAJO HOUSING AUTHORITY

Revised: January 26, 2019 Resolution NHA-4857-2019