

SECTION 1

ACCESS TO UNITS

The following applies to **ALL Programs**

- 1.1. **Client Obligations.** Clients are required to allow **Housing Department** staff into their dwelling unit for the purposes of conducting "**Official Business**".
- 1.2. **Examples.** Examples of "**Official Business**", which require access to the dwelling unit, are:
 - A. **Inspections.** Performing Inspections (Move-In, Move-Out, Interim, Annual, Emergency).
 - B. **Home Visits.** Conducting individual counseling on a one-to-one basis (as required).
 - C. **Maintenance.** Performing Maintenance (Routine and Preventive).
- 1.3. **Inspections.** When it becomes necessary for the **Housing Department** staff to enter a dwelling unit, the **Housing Department** shall, to the extent feasible, furnish the client with advance notice of such Inspection.
 - A. Inspections (**Move-In, Move-Out, Interim, Annual**).
 - (1) **Notification Time Lines:** For Move-in, Move-Out, and Annual Inspections, the **Housing Department's** Maintenance Division Supervisor shall provide the client with a WRITTEN Notice; giving advance notification of the scheduled inspection date. The following time-lines shall be utilized as a guide for those notifications:
 - (a) **Move-In** Seventy-two (72) hours
 - (b) **Move-Out** Seventy-two (72) hours
 - (c) **Annual** Fourteen (14) Calendar Days
 - (2) **Notification Content:** The Inspection Notice shall include the following:

- (a) Type of Inspection to be Conducted.
 - (b) Date of Inspection.
 - (c) Time of Inspection.
 - (d) Purpose of the Inspection.
 - (e) Point of Contact (Name and Phone Number) within the **Housing Department** that the client can call in case there are any questions.
 - (f) See Appendix 4 for a Sample of the **Housing Department's "Notification of Scheduled Inspection"** letter.
- (3) **Reminder Notice:** The **Housing Department's** Maintenance Division Supervisor shall make a REMINDER phone call, to the client, one (1) business day prior to the scheduled inspection.

B. Inspections (**Emergency**).

- (1) **Emergency Criteria.** In EMERGENCY situations, it will **NOT** be possible for the **Housing Department** staff to provide the client with advance notice of the entry / inspection. EMERGENCY situations which can warrant entry / inspection include, but are **NOT** limited to, the following:
- (a) Dog(s) **Barking** incessantly inside the unit for **NO** apparent reason (i.e., possibly indicating distress over an elderly occupants incapacity to summon help via phone).
 - (b) Entry **Door(s)** that have been **broken** / kicked in and **NO** one appears to be home (possibly indicating a break in).
 - (c) **Fire / Flames** are visible coming from the dwelling unit.
 - (d) **Law Enforcement** Requests (i.e., search warrants).
 - (e) **Smoke** is visible coming from the dwelling unit.
 - (f) **Water** is visible coming from the dwelling unit.
 - (g) **Window(s)** that have been **broken** out for **NO** apparent reason and **NO** one appears to be home (possibly indicating a break in).

- (h) **Other Situations** as determined by **Housing Department Management** and approved by the Housing Director.
- (2) **Advising the Client of Entry.** If it is necessary to enter a home, on an "*Unscheduled*" basis, under an EMERGENCY situation, and **NO ADULT** member of the household is present, the **Housing Department** staff that enter the unit shall:
 - (a) Prepare a "**Notification of Emergency Entry**" form indicating:
 - 1/ The nature / circumstances of the EMERGENCY **Situation** under which they entered the dwelling unit.
 - 2/ The **date** and **time** the dwelling unit was **entered**.
 - 3/ The **name(s)** of the **Housing Department** personnel who entered the dwelling unit.
 - 4/ Whether or not **Police** or **Fire** Department personnel were called to the unit.
 - 5/ **What was done** while in the dwelling unit.
 - 6/ The **date** and **time** the dwelling unit was **vacated** and secured.
 - 7/ **Other** pertinent comments.
 - (b) The **Housing Department** shall maintain an adequate supply of these forms (made up in triplicate) and distributed as follows:
 - 1/ A copy of the "**Notification of Emergency Entry**" form shall be left at the client's dwelling unit.
 - 2/ A copy of the "**Notification of Emergency Entry**" form shall be forwarded to the Resident Services staff for filing in the client's permanent **Housing Department** file.
 - 3/ The "**original**" "**Notification of Emergency Entry**" form shall be filed in the client's Maintenance File.

See Appendix **5** for a Sample of the **Housing Department's "Notification of Emergency Entry"**

form that is used by the **Housing Department** staff following entry of a dwelling unit.

Verification of contents when leaving the unit.

Way for Tenant to change the date of inspection.
Tenant rights for visits. One time to reschedule.

C. Inspections (***Maintenance***).

- (1) Maintenance Inspections (i.e., ANNUAL INSPECTIONS), shall be conducted in accordance with Section **19** (entitled: *Inspections*) of this document and the **Housing Department's MAINTENANCE Policy**.
- (2) Clients shall allow **Housing Department Maintenance** staff access to their units for the purposes of conducting Maintenance related Inspections.

1.4. **Home Visits.** From time-to-time, it may be necessary for the **Housing Department's Resident Service** staff to enter a home to meet with a client.

A. **Purpose.** Such visits, are typically called ***Home Visits***, and may be for the purpose of:

- (1) Picking up rent.
- (2) Checking on the health / welfare of the client.
- (3) Ensuring that the unit is being properly maintained.
- (4) Ensuring that the unit is clean and sanitary.
- (5) Other items as deemed necessary by **Housing Department Management**.

B. **Frequency of Visits.**

(1) **Minimum.**

(a) At a minimum, the Resident Services staff should conduct a ***Home Visit***, for each client, at least once a year.

(b) If staffing allows, more frequent ***Home Visits*** (i.e., twice a year) are encouraged.

(2) **Maximum.**

- (a) While there is **NO** maximum number of **Home Visits** required, common sense shall prevail.
- (b) The purpose of the **Home Visit** is to conduct "**official**" Housing related "**business**". Home Visits are **NOT** for "**social calls**".
- (c) Repeated **Home Visits**, to the same home, on a weekly or monthly basis, are **NOT** allowed unless the need to do so is adequately documented. For example:
 - 1/ The client is having a problem with housekeeping and there is a need to check his / her progress in correcting the problem.
 - 2/ To check on elderly clients, from time-to-time, to ensure their well-being.
 - 3/ The client is elderly and can **NOT** get to the **Housing Department** Office in order to make his / her monthly payments but is willing to pay staff who stop by.

- C. **Client Responsibilities.** Clients shall allow the **Housing Department's** Resident Services staff access to their units for the purposes of conducting such Home Visits and Inspections.
- D. **Advance Notification.** The **Housing Department's** Resident Service staff shall endeavor to give clients at least a twenty-four (**24**) hour advance notice of the "**scheduled**" **Home Visit**. This can be accomplished by either telephone or formal written notification.

Note: Too much advance notice is **NOT** recommended because it tends to diminish the purpose of some **Home Visits**, particularly in the case of follow-up checks to see if a client is properly maintaining the home without supervision.

1.5. Entry for "**Routine**" and "**Preventive**" maintenance of **Rental** Units.

- A. "**Routine**" Maintenance. The **Housing Department's** Maintenance staff need access to a client's home in order to perform "**routine**" or "**preventative**" maintenance as scheduled by the **Housing Department** or to perform "**routine**" maintenance requested by the client (i.e., via Work Order).

- B. **Client Responsibilities.** Clients, in **ALL Rental Programs**, shall allow the **Housing Department's** Maintenance staff access to their units for the purpose of conducting "*routine*" and "*preventive*" maintenance.
- C. **Advance Notification.** The **Housing Department** Maintenance staff shall endeavor to give clients at least twenty-four (**24**) hours advanced notice of "*scheduled*" maintenance (routine and preventive).

If you're taking an agency rep with you, you need to let the tenant know that you are.

- D. **Use of the Master Key.** In the event neither the client (or anyone from his / her family) are home, when the Maintenance personnel arrive, the Maintenance personnel shall enter the unit by making use of the "*master key*". This allows the Maintenance staff the opportunity to complete the needed service calls for which they were dispatched.

- (1) The **Housing Department** shall retain, on file, a "**Permission to Enter**" form, signed by the client. This "**Permission to Enter**" form is worded in such a manner so as to give **Housing Department** staff the right to enter a unit in the event the client (or anyone from his / her family) are **NOT** home when they arrive.

See Appendix **6** for a Sample of the **Housing Department's** "**Permission to Enter**" form.

- (2) A copy of the "**Permission to Enter**" form shall be forwarded to the Resident Services staff for filing in the client's permanent **Housing Department** file.
- (3) The "**original**" "**Permission to Enter**" form shall be filed in the client's Maintenance File.

SECTION 2

BURNING

The following applies to **ALL Programs**

- 2.1. Clients are **NOT** allowed to burn items outside or on the yard around / adjacent to their dwelling unit. This Ban on Burning includes, but is **NOT** limited to, the following items:
Except ceremonial fires.
- A. Branches.
 - B. Brush.
 - C. Dried Grass.
 - D. Garbage.
 - E. Leaves.
 - F. Tires.
 - G. Wood, etc.
 - H. Other items as identified by **Housing Department** Management and which are made known to it's clients via public service announcements or letters.
- 2.2. Clients shall properly dispose of the items noted above, at the local landfill or place them curbside for pick up on the scheduled trash collection days.

SECTION 3
BUSINESSES
WITHIN THE HOME
or
ON DWELLING UNIT PROPERTY

3.1. Rental Programs.

A. Clients in the Rental Programs may **NOT** utilize their dwelling units for any type of "***in home***" business venture.

List of exceptions – artists, mary kay, avon, etc.

B. Clients in the Rental Programs may **NOT** utilize their dwelling unit property for any type of "***outdoor***" business venture.

3.2. Mutual Help Program.

A. **General.** Clients in the Mutual Help program **MAY**, under certain conditions, utilize their dwelling unit for "***in home***" business ventures or their dwelling unit property for "***outdoor***" business ventures.

B. **Written Request Required.** Mutual Help clients, who desire to operate a "***small***" business, from their dwelling unit, are required to submit a formal WRITTEN request to the **Housing Department** Director before the business venture may be started.

C. **Request Content.** That request shall include:

- (1) A brief description of the proposed business.
- (2) Start up date.
- (3) Anticipated impact of the business on the dwelling unit (if any).
- (4) Number of employees.

D. **Request Review.**

- (1) The Director shall forward **ALL** such requests to the **GTB Advisory Committee**.
- (2) Following receipt of the request, the **GTB Advisory Committee** shall schedule the clients written request for a review, at their next regularly scheduled meeting.

- (3) The **GTB Advisory Committee** shall be responsible for reviewing such requests and approving / denying them.

E. **Request Approval Criteria.** The **GTB Advisory Committee** may grant this privilege when the client provides the following assurances and meets the following conditions:

- (1) The unit shall remain the client's PRINCIPLE place of residence.
- (2) The business activity shall **NOT** disrupt or negatively impact the basic residential nature of the housing site, neighborhood, community, or disturb the clients neighbors. This includes excessive numbers of people coming and going from the premises (to include pedestrians and vehicle traffic) that would disrupt public access to area.
- (3) The business shall **NOT** require any permanent structural changes to the unit that would adversely affect a future client's use of the unit.
- (4) The client has a current business license and liability insurance (as applicable) and has provided Housing with a copy of such documentation.
- (5) The business activity will **NOT** violate any zoning codes.
- (6) After the first six (6) months of operation, whether the business is profitable or **NOT**, the client shall provide the **Housing Department** with an "Interim Re-certification". The purpose of the "Interim Re-certification" is to determine if the clients business is profitable or **NOT**, and where necessary, the **Housing Department** staff shall make necessary adjustments to the amount of their monthly payment.

See Section **33** (entitled: *Re-Determination of Rent and Homebuyer Payments*) of this document for details on "Interim Re-Certifications".

F. **Request Approval Notification.** After the **GTB Advisory Committee** has reviewed the request, and rendered a decision (for or against) they shall notify the client of their decision (approval / disapproval), in WRITING.

- (1) That decision shall be transmitted, via First Class Mail, to the client within seventy-two (72) hours of the **GTB Advisory Committee** reaching a decision.

(2) See Appendix **7** for a Sample of the **Housing Department's**
"Notification of Review - Home Based Business Request".

SECTION 4

CHANGES TO WRITTEN AGREEMENTS

The following applies to *ALL Programs*

- 4.1. **General.** The Rental Lease / Homebuyer (MHOA) Agreement (as applicable) evidence the entire written agreement between the **Housing Department** and the client.
- 4.2. **Review Requirements.** At a minimum, the **Housing Department** shall review the Rental Lease / Homebuyer (MHOA) Agreement annually to determine if any changes are necessary. Changes could become necessary due to changes in Federal, State, or Tribal Laws / Regulations that affect housing.
- 4.3. **Change Review / Approval Process.** In the event the **Housing Department** determines that changes to the Rental Lease / Homebuyer (MHOA) Agreement are necessary, they shall be done through a formal review / approval process.
 - A. The **Housing Department** Director shall work with the **Housing Department's** attorney to draft the recommended changes.
 - B. Those changes shall then be submitted to the **GTB Advisory Committee**, as an agenda item, at one of their regularly scheduled meetings.
 - C. The **GTB Advisory Committee** shall review said changes and recommend approval / disapproval.
 - D. The decision of the **GTB Advisory Committee**, to either approve / disapprove, shall be duly noted in the minutes of the meeting at which the decision was made.
 - E. The recommendation of the **GTB Advisory Committee** shall then be forwarded to the Tribal Council for final review and approval (or denial as the case may be).
- 4.4. **Methods of Change.** Changes to the Rental Lease / Homebuyer (MHOA) Agreement can be published as an ADDENDUM or by completely REISSUING a corrected / updated version of the Rental Lease / Homebuyer (MHOA) Agreement.
 - A. **Addendum's.**

- (1) While executing a "new" Rental Lease / Homebuyer (MHOA) Agreement is desired, the **Housing Department** staff can **NOT** demand that the client execute a new Rental Lease / Homebuyer (MHOA) Agreement.
- (2) For legal purposes, the original Rental Lease / Homebuyer (MHOA) Agreement, remain legally binding documents until they are terminated by either party.
- (3) The terms and conditions of the Rental Lease / Homebuyer (MHOA) Agreement do, however, allow for ADDENDUM's to be legally binding instruments.
- (4) To ensure that clients are aware of published ADDENDUM's, the **Housing Department** shall:
 - (a) Advise clients of any change(s) to the Rental Lease / Homebuyer (MHOA) Agreement and the effective date of said change(s) by mailing them a copy of the ADDENDUM.
 - (b) The Resident Services staff shall place a copy of the "dated" ADDENDUM and "dated" Transmittal Letter in the client's permanent **Housing Department** file.

B. Re-Published Agreements.

- (1) The **Housing Department** shall advise clients of any change(s) to the Rental Lease / Homebuyer (MHOA) Agreement and the effective date of said change(s) by mailing them (via First Class Mail) a copy of the "republished" Rental Lease / Homebuyer (MHOA) Agreement along with the change(s) highlighted.
- (3) The Resident Services staff The Resident Services staff a copy of the "dated" and "republished" Rental Lease / Homebuyer (MHOA) Agreement, as well as the "dated" transmittal letter, in the client's permanent **Housing Department** file.
- (3) The **Housing Department's** Resident Services staff shall endeavor to get clients to come in an execute the "republished" Rental Lease / Homebuyer (MHOA) Agreement as soon as possible.
 - (a) While getting "new" Rental Lease / Homebuyer (MHOA) Agreement executed is desired, the **Housing Department** staff can **NOT** demand that the client execute a new Rental Lease / Homebuyer (MHOA) Agreement.

- (b) For legal purposes, the original Rental Lease / Homebuyer (MHOA) Agreement remain legally binding documents until they are terminated by either party.

4.5. **Notifying Clients of Changes.** See Appendix 8 for a Sample of the Housing Department's "**Notification of Change to the Lease Agreement**". This is mailed to clients (via Regular First Class Mail) to alert them to the fact that there have been change's / addendum's issued to the Rental Lease / Homebuyer (MHOA) Agreement.

SECTION 5

CLEANLINESS and SANITATION ISSUES

The following applies to **ALL Programs**

- 5.1. **Cleanliness.** Clients shall keep the premises of their dwelling unit, both inside and out, in a clean and sanitary condition at **ALL** times.
- 5.2. **Garbage.**
- A. Clients shall **NOT** deposit garbage, refuse, rubbish or cuttings on any street, road, or common properties, except on scheduled trash collection days.
 - B. Clients shall deposit **ALL** garbage, refuse, rubbish and cuttings in suitable metal or plastic containers, as approved by the **Housing Department**.
- 5.3. **Housekeeping.**
- A. Clients shall ensure proper housekeeping standards are employed in the upkeep of their unit.
 - B. Housekeeping responsibilities include, but are **NOT** limited to the following:
 - (1) Keep common areas (i.e., stairs, hallways, etc.) clean and free of litter.
 - (2) Keep **ALL** rooms in the home / apartment, to include the basement, clean and sanitary.
 - (3) Properly dispose of trash and garbage.
 - (4) Keep appliances and equipment clean and sanitary.

5.4. **Weekly (Curb Side) Garbage Pick up.**

- A. The **Housing Department** contracts with the Tribe for curb side garbage pick-up, within **ALL** Housing Areas, on a weekly basis. This service is provided, at **NO** cost to the clients.
- B. Garbage Pick up will take place on **Monday** of each week.
Enter time and place for GTB
- C. Garbage should be at the curbside pick up point by **8 a.m.** on **Monday**.
- D. It is the client's responsibility to take their garbage out to the curbside pick up point.
- E. It is the client's responsibility to place garbage in approved (metal or plastic) containers prior to placing it curbside. This is required to ensure that animals do **NOT** disrupt it and make a mess. As such, it should be noted that *paper bags and paper boxes*, are **NOT** approved containers.
- F. It is also the client's responsibility to separate out recyclable materials from their garbage prior to placing it curbside.

5.5. **Spring and Fall Clean-up Campaign.**

- A. During the Spring (May) and Fall (October) Clean Up Campaigns, the **Housing Department** shall place extra dumpsters in **ALL** of the housing areas for the convenience of its clients.
- B. These dumpsters are **NOT** intended for the disposal of "oversized" items. If clients have "oversized" items (such as furniture, car parts, appliances or brush for any kind) they should contact the **Housing Department** so that special arrangements can be made for pick up / disposal of those items.

5.6. **Sanitation.**

- A. The storage of boxes, bottles, cans, equipment or objects that constitute a rodent hazard, in and around the dwelling unit, are **NOT** permitted.
- B. Clients shall refrain from moving furniture, furnishings, and other personal belongings into the dwelling unit, that are **NOT** in a clean / sanitary condition. For example, knowingly moving in roach infested belongings.
- C. Clients shall keep their dwelling units clean and free of garbage so as to prevent the infestation of cockroaches, vermin and other pests.
- D. For additional information on PEST Control, see Section **29** (entitled: *Pest Control*) of this document.

5.7. **Applicable Tribal Ordinance.** Grand Traverse Band (**Ordinance 87-19**, entitled "**Junk Yard Ordinance**") is also applicable and should be referred to for additional information on keeping the premises clean.

Write ordinance with Mathew for trash.

SECTION 6

CONDUCT of CLIENT's, FAMILY and GUESTS

The following applies to ALL Programs

6.1. Criminal Activity.

- A. Clients, any member of the client's household, guest, or other person under the client's control, shall **NOT** engage in criminal activity, including drug-related criminal activity, on or near the premises.
- B. Additional information, on "*Drug Related Criminal Activity*", can be found in Section **10** (entitled: *Definitions*) of this document.

6.2. Drug Use.

- A. Clients are **NOT** allowed to use or possess illegal drugs within their dwelling units or on the premises of their dwelling unit.
- B. Clients found to be using or possessing illegal drugs, within **Housing Department** managed dwelling units, or on the grounds of **Housing Department** managed units, are subject to **IMMEDIATE** Termination of their Rental Lease / Homebuyer (MHOA) Agreement and Eviction proceedings.
- C. It is **NOT** the policy of the **Housing Department** to wait for Criminal Convictions related to drug use / possession before Termination / Eviction actions are started. "**Reasonable proof**" that illegal drugs / drug paraphernalia were found in the dwelling unit or on the property is sufficient to move forward with **IMMEDIATE** Termination of the Rental Lease / Homebuyer (MHOA) Agreement and Eviction proceedings. For the purposes of this policy, **Reasonable Proof** can be established when one or more of the following can be established:
 - (1) A law enforcement agency enters a dwelling unit, because:
 - (a) They received an anonymous tip about drugs being in the unit and proof of that fact was later borne out by a police search.

- (b) A referral from the **Housing Department** staff (i.e., Security Officer) to a law enforcement agency that they observed drugs in a unit and proof of that was later borne out by/ during the police search.
 - (c) Law enforcement agencies have had an on-going surveillance operation and confirmed that the unit was being used for illegal drug activity (i.e., buying, selling, use) and a Search Warrant was executed and the unit searched by police.
- (2) A law enforcement agency has conducted a "*field test*" on the suspected drugs, at the dwelling unit, and they determined that drugs were present in the unit.
 - (3) A search of the dwelling unit, by a law enforcement agency, revealed that "*drugs*" or "*drug paraphernalia*" were discovered in the unit and that such "*drugs*" or "*drug paraphernalia*" were removed as evidence.
 - (4) A law enforcement agency has provided the **Housing Department** with copies of **ALL** Incident Reports / Arrest Records / Drug Test Results that implicate a **Housing Department** client / unit.

6.3. Termination of Lease / Eviction Proceedings.

- A. **Boarding Up the Unit.** Armed with the above noted evidence on ***Drug Use, Possession, Paraphernalia***, the **Housing Department** Director has the authority to advise the Resident Services and Maintenance Division staff to move forward with boarding up the unit. (This, however, shall **NOT** be done until the law enforcement agency has finished their investigation and released the unit back to Housing).
- B. **Notification.** Once the decision to Terminate / Evict has been made, the **Housing Department** Director shall advise the Resident Services staff to draw up the necessary paperwork required to notify the client of the **Housing Department's** intentions to move forward with ***IMMEDIATE*** Termination of their Rental Lease / Homebuyer (MHOA) Agreement and Eviction proceedings.
 - (1) See Appendix **52** for a Sample of the **Housing Department's** "***Termination of Lease Notice***" form letter.
 - (2) See Section **25** (entitled: ***Notices – Housing Department***) of this document for details on Notification Procedures and Section **44** (entitled: ***Termination of the Rental Lease / Homebuyer (MHAO Agreement)***) for details on Termination.

- (2) See Section **25** (entitled: *Notices – Housing Department*) of this document for details on Notification Procedures and Section **44** (entitled: *Termination of the Rental Lease / Homebuyer (MHAO Agreement)*) for details on Termination.
- (3) **Time Lines.** The above noted actions shall be initiated, by the **Housing Department**, within twenty-four (**24**) hours of receipt of “*formal*” notification from Law Enforcement that such a drug related event took place and involved a **Housing Department** client / unit.
- (4) **Supporting Documentation.** Supporting documentation for Drug Use / Possession (as noted in Section **6**, Para **6.2.C.** above) must be in place before the Housing Director can direct the staff to initiate Termination of Rental Lease / Homebuyer (MHOA) Agreement / Eviction proceedings.

6.4. **Guests / Visitors.**

- A. If guests / visitors are going to be in the clients dwelling unit for more than seventy-two (**72**) hours, the client must notify the **Housing Department**.
- B. See Section **18** (entitled: *Illegal Occupants*), Section **40** (entitled: *Sub-Letting*) and Section **52** (entitled: *Visitor Accommodations*) of this document for additional information.

6.5. **Laws** (Federal, State, Tribal). Clients, their family members, and visitors shall comply with **ALL LAWS** (Federal, State, Tribal) dealing with Housing and affecting the use and / or occupancy of the dwelling unit.

6.6. **Noise.**

- A. Clients shall exercise extreme care **NOT** to disturb other residents with **Excessive Noise**, including, but **NOT** limited to that coming from:
 - (1) Amplifiers and Speakers (in the car or home).
 - (2) Barking Dogs and other Animal Noises.
 - (3) Fire and Burglar Alarm systems.
 - (4) Motor Vehicle Engines.
 - (5) Motors (i.e., on Snow Mobiles, Motor Cycles, Four Wheelers, etc.).
 - (6) Musical Instruments.
 - (7) Radios.
 - (8) Stereo Systems.

(9) Televisions.

B. Clients cited three (3) or more times for **Noise Violations**, within a twelve (12) month period, are subject to Termination of their Rental Lease / Homebuyer (MHOA) Agreement and Eviction.

6.7. Public Disturbances.

A. Clients shall **NOT**, engage in or permit their family, friends or guests to engage in any type of **Unlawful Activities**, or activities which cause a **Public Disturbance** (i.e., in their yards, on the streets in front of their dwelling unit or in public areas) affecting the rights and comforts of their neighbors and / or surrounding community. The following list constitutes some, but **NOT ALL**, disturbances:

(1) Disturbing the Peace.

(2) Discharging Firearms.

(3) Fighting.

(4) Public Drunkenness.

(5) Using Profanity or Vulgar Language.

(6) Roughhousing.

B. Clients cited three (3) or more times for **Public Disturbances** within a twelve (12) month period, are subject to Termination of their Rental Lease / Homebuyer (MHOA) Agreement and Eviction.

6.8. Supervision of Children.

A. Clients shall properly supervise their dependent children (under the age of 18) at **ALL** times or ensure that either a babysitter (14 years of age or older) is supervising them at **ALL** times.

B. Clients shall **NOT** allow their children to play on roofs, in parking spaces, in trees, or other areas where their health and safety are at risk.

6.9 **Tribal Ordinances.** Clients, their family members, and visitors shall comply with **ALL** Tribal Ordinances dealing with Housing and affecting the use and / or occupancy of the dwelling unit.

6.10 **Tribal Housing Policies.** Clients, their family members, and visitors shall comply with **ALL** Tribal **HOUSING DEPARTMENT** Policies dealing with Housing and affecting the use and / or occupancy of the dwelling unit.

6.11. **Violence.**

- A. Clients, any member of the client's household, guest, or other person under the client's control shall **NOT** engage in **acts of violence** or make **threats of violence**.
- B. This includes the unlawful discharge of a firearm in the dwelling unit or on / near the dwelling unit premises.

6.12. **Reporting Problems.**

- A. Clients, who want to report a noise complaint, or pass on knowledge of something illegal in nature, should contact the **Grand Traverse Band Tribal Police Department FIRST**. After the proper law enforcement agency has been notified, then clients should contact the **Housing Department**.
- B. It is the hope of **Housing Department Management** that clients will get along with one another. However, when a problem arises between neighbors, **Housing Department Management** encourages clients to first discuss the matter with their neighbor(s) in an attempt to resolve the issue.
- C. Clients who are unsuccessful in resolving problems should feel free to turn in a formal Complaint to the **Housing Department Office**. Such complaints must be in writing and signed. Upon receipt, they shall be processed in accordance with the **Housing Department's Grievance Policy**.

SECTION 7

CONVEYANCE OF OWNERSHIP

(Mutual Help Program Only)

- 7.1. **General.** Conveyance of ownership applies **ONLY** to the Mutual Help Program.
- 7.2. **Opportunity to Buy.** The Mutual Help Homebuyer Program provides the client (homebuyer) with the opportunity to purchase his / her dwelling unit under the terms and conditions of the Mutual Help and Occupancy Agreement (MHOA).
- 7.3. **Lease to Purchase Agreement.** The MHOA is a lease with an option to purchase, under which the purchase price declines over the period of occupancy.
- A. Typically, the MHOA is set up under a fifteen (**15**) or twenty-five (**25**) year amortization schedule.
 - B. Once that term has been met, conveyance of the home, from the **Housing Department**, to the client can take place.
- 7.4. **Tracking Payment History.** The process to help Mutual Help clients understand where they are, from year-to-year, begins at time of MOVE-IN.
- A. At time of MOVE-IN, the **Housing Department's** Resident Services staff shall furnish each client (homebuyer) with a statement indicating the initial purchase price for his / her dwelling unit, and a purchase price schedule or amortization schedule.
 - B. Thereafter, the **Housing Department's** Resident Services staff shall provide the client with an **Annual Statement** showing the following:
 - (1) Total Payments made during the previous year.
 - (2) Balance in the MEPA.
 - (3) Balance on the purchase / amortization schedule.
 - (4) See Appendix **9** for a Sample of the **Housing Department's "Mutual Help Annual Statement"**.
 - (5) Clients are encouraged to monitor their **Annual Statement** so that they know when they are getting close to having the dwelling unit paid off and ready to be conveyed to them.

7.5. **Eligibility Requirements for Conveyance.** A Mutual Help dwelling unit shall be eligible for conveyance when the client (homebuyer) has met **ALL** of the obligations of the MHOA. This includes, but is **NOT** limited to, the following:

A. **Arrears.** The homebuyers account must be current. In other words, there is **NO** arrears balance.

(1) **Homebuyers with Delinquencies**

(a) If a Homebuyer has a delinquency at the end of the amortization period, the unit shall **NO** longer be eligible for assistance from HUD or the **Housing Department**, even though the unit has **NOT** been conveyed.

(b) Under such circumstances, the **Housing Department** shall take action to:

1/ **Terminate** the Homebuyer (MHOA) agreement.

or

2/ **Develop a Repayment Schedule** for the remaining balance to be completed in a reasonable period of time, but **NOT** longer than three (3) years.

a/ The payment shall be equal to a monthly pro-rated share of the remaining balance owed by the Homebuyer.

plus

b/ The established Housing Department **Administrative Fee**. This is used to cover the cost of Property Insurance and the **Housing Department's** administrative costs for running the Housing Program.

(c) If the Homebuyer fails to meet the requirements of the **Repayment Schedule**, the **Housing Department** shall proceed immediately with Termination of the MHOA and eviction.

- B. **Paid in Full.** The **purchase price** has been paid in full. The **purchase price** shall be the amount shown on the purchase price / amortization schedule for the month in which the settlement date falls.
- (1) This can be achieved when the **FULL** term of the MHOA has been met.
or
 - (2) Earlier when the amount of the MEPA meets the purchase price / amortization schedule balance.
 - (3) Additionally, homebuyers may supplement the amount in the MEPA to achieve an "earlier" payoff.
- C. **Closing Costs.** Payment for Settlement and Closing Costs (as applicable) has been made by the client.
- D. **Attorney's Fees.** Payment for Attorney's Fees (as applicable) have been made by the client.
- E. **Insurance.** Payment of first years **Homeowners Insurance** has been made by the client.
- (1) Clients are required to obtain and pay for this insurance on their own.
 - (2) Clients shall provide the **Housing Department** with a copy of their Homeowners Insurance Policy / Binder **PRIOR** to the scheduled closing date.
-
- F. **Taxes.** Proof of payment by the client, of his / her first year's taxes (if applicable).
- 7.6. **Early Payoff.** The client (homebuyer) may speed up the purchase process for the unit if he / she so desires.
- A. The client may pay the **balance owed**, at any time during his / her occupancy to achieve early pay off.
- (1) This can be done by providing the **Housing Department** with "**personal funds**" or by obtaining a "**private sector mortgage loan**".
 - (2) If the client is able to obtain outside financing and pays off the **balance owed**, the **Housing Department** agrees to release the client from the MHOA and convey title for the dwelling unit to the client.
- B. In addition to early pay off, **ALL current** obligations, under the MHOA, must be have satisfied by the client.

7.7. **Conveyance Procedures.** Conveyance procedures are as follows:

- A. **Re-verifying Information.** Before the **Housing Department** notifies the client of the “*anticipated*” payoff date / conveyance, the **Housing Department’s** Resident Services staff shall reconcile **ALL** of the clients accounts and financial documents to ensure accuracy.
- B. **Notification Content.** Following that reconciliation, the **Housing Department’s** Resident Services staff shall provide the client with WRITTEN notification of the “*anticipated*” payoff date, approximately thirty (30) calendar days in advance of the payoff date. That notification shall include the following:
- (1) **Balance.** A statement showing the balance owed.
 - (2) **Date.** The approximate date of payoff.
 - (3) **Associated Costs.** An estimate of **ALL** anticipated “*settlement*” costs that are to be paid by the Homebuyer. Settlement costs are the costs incidental to acquiring ownership. While each conveyance is different, the following list represents common “*settlement*” costs, charges and fees that may come into play.
 - (a) Attorney (other than the **Housing Departments**).
 - (b) Closing.
 - (c) Credit Report.
 - (d) Field Survey.
 - (e) Financing Fees.
 - (f) Inspections.
 - (g) Mortgage Loan Discount.
 - (h) Recording.
 - (i) Title Examination.
 - (j) Title Insurance.
 - (k) Transfer Taxes.
 - (4) **Counseling.** That pre-closing counseling is available to the client.
 - (5) **Homeowners Insurance.** Proof (i.e., a copy of the Policy or the Binder) showing that the client has secured one years worth of **paid** Homeowners Insurance is required. Clients shall provide this to the **Housing Department** at least one (1) week prior to the scheduled conveyance date.
 - (6) See Appendix **10** for a Sample of the **Housing Department’s** “**Notification of Pending Conveyance**” form letter.

- C. **Lease Requirements.** It shall be the responsibility of the Homebuyer to apply for and obtain a land lease for the tribal trust land upon what his / her home is located on. This shall be done in accordance with the tribes Policies and Procedures for this process. Clients shall be referred to the Tribal Land Use office for assistance on this matter.
- D. **Preparation of Documents.**
- (1) In anticipation of the Conveyance, the **Housing Department's** Resident Services staff shall prepare **ALL** of the necessary documents and perform **ALL** required transactions to enable the **Housing Department** to convey its "*right*", "*title*", and "*interest*" in the home to the homebuyer.
 - (2) At the closing, the **Housing Department's** Resident Services staff shall provide **ALL** of the necessary documents to complete the transaction.
- E. **Pay Off.** Once the client has paid off the balance due on his / her Mutual Help home and other necessary settlement costs, the **Housing Department's** Resident Services staff shall notify the homebuyer of the "*actual*" closing date.
- F. **Executing the Documents.**
- (1) The client shall execute **ALL** of the required documents and legal instruments associated with the conveyance process.
 - (2) The **Housing Department** Director (or his / her designate) shall execute **ALL** of the required documents and legal instruments associated with the conveyance process, on behalf of the **Housing Department**
 - (3) Both the **Programs Manager** and the **Finance Officer** can "*notarize*" documents on behalf of the **Housing Department**. Those documents associated with conveyance / transfer of title (that require notarization as specified in local law) shall be notarized by one of the above noted staff members.
- G. **Distribution of Signed Documents.**
- (1) The client shall receive a copy of the **Settlement Statement** detailing **ALL** charges and a copy of the warranty deed (or other instrument conveying the home, i.e., lease agreement).
 - (2) A copy of **ALL** executed conveyance documents shall be filed in the client's permanent **Housing Department** file to show that the
 - (3) transaction has been completed.

7.8. **Transfer of Title.**

- A. Once the transaction (conveyance) is completed, the **Housing Department's** Resident Services staff shall file and record **ALL** of the necessary legal instruments.
- B. The original (recorded copy) of the deed or other legal instrument shall be mailed (via Certified mail) to the client within thirty (**30**) calendar days of closing.

7.9. **Proceeds from Sale.**

- A. **ALL Proceeds from Sale** (i.e., the balance in the MEPA), of Mutual Help homes, goes to the **Housing Department**.
- B. The **Housing Department**, is charged by law, to utilize those **Proceeds from Sale** for future "*affordable housing*" activities in accordance with NAHASDA.

7.10. **Withdrawal from the Program - Prior to Conveyance.** If a client voluntary withdraws from the Mutual Help program prior to conveyance, the following shall apply:

- A. **NO Compensation for Improvements.** Clients (Homebuyers) shall **NOT** be compensated for any improvements they made to the home during their term of occupancy.
- B. **Stove / Refrigerator.** Clients may, however, take the stove and refrigerator with them. These items were new when the client moved in and are replaced prior to the new client moving in (costs coming out of the clients MEPA).
- C. **Impact on MEPA.** When a client (Homebuyer) voluntary withdraws from the Mutual Help program, any money that remains in the clients MEPA shall be disposed of in accordance with the Homebuyer (MHOA) Agreement and the procedures laid out in Section **44** (entitled: *Termination of the Rental Lease Agreement / MHOA*) of this document.

7.11. **Disposition of Vacated Mutual Help Houses.**

- A. **Repair / Rehabilitation of the Unit.** After the client vacates the unit, the **Housing Department** shall repair and or rehabilitate the unit in order to bring it up to a clean, healthy, and sanitary standard for the new client. In addition to the above noted repairs/rehab work, the carpet, stove and refrigerator shall be replaced. The furnace and hot water heater shall **NOT** be replaced if they are still serviceable. All costs incurred in this process shall be billed to the vacating client.

- B. **Selecting a New Homebuyer.** The **Housing Department** shall select another qualified family from the **TOP** of the Mutual Help waiting list to occupy the vacated Mutual Help home.
- C. **Establishing a New Purchase Price.** The **Housing Department** shall establish a **NEW** purchase price for the vacated Mutual Help home.
 - (1) To help determine that **NEW** purchase price, the **Housing Department's** Resident Services Manager shall hire a professional appraiser do to an appraisal on the unit. The appraiser shall ensure that the land costs (associated with trust land) are backed out of or compensated for in the appraisal.
 - (2) That appraisal shall become part of the **NEW** client's permanent file that is maintained by the **Housing Department's** Resident Services staff.
- D. **New Amortization Schedule.** A **NEW** amortization schedule shall be established.
- E. **New MHOA.** A **NEW** MHOA shall be executed.

See Appendix **29** for a Sample of the **Housing Department's** "**MHOA**".

7.12. **Post-Conveyance Modernization or Other Housing Assistance.**

- A. After homes are conveyed, many clients feel they are still entitled to services from the **Housing Department** with regards to their home.
- B. The purpose of this paragraph is to clarify that once a Mutual Help dwelling unit has been conveyed, it is **NO LONGER ELIGIBLE** for housing assistance under the Mutual Help program.
- C. Former Mutual Help clients may, however, be eligible for other Housing Assistance, rehabilitation loans / grants, loan programs, etc.
 - (1) As with **ALL** housing related programs, funding is usually limited and restricted to fixed eligibility criteria.
 - (2) The sponsor, of the program being applied for, typically establishes funding levels on a yearly basis.
 - (4) Some of the common sources for other Housing Assistance include, but are **NOT** limited to, the following:
 - (a) HUD (NAHASDA).
 - (b) HUD Section 184 Loan Guarantee.
 - (c) The Bureau of Indian Affairs (BIA) Home Improvement Program (HIP).
 - (d) Indian Health Service (IHS).

- (e) U.S.D.A., Rural Development (Section 502 and 504 Loan programs).
 - (f) The State of Michigan.
 - (g) The Grand Traverse Band of Ottawa and Chippewa Indians (Tribal Loan Fund).
 - (h) The Grand Traverse Band **Housing Department** (Emergency Home Repair – Revolving Loan Fund).
- (4) Clients interested in the above noted programs are encouraged to check with representatives of those programs for further details.

7.13. Housing Department Obligations following Conveyance.

A. Notify Insurance Carrier.

- (1) The **Housing Department** Resident Services staff shall notify the **Housing Department's** insurance carrier (i.e., AMERIND) that the Mutual Help home has been conveyed.
- (2) This is necessary to obtain reduced (or pro-rated) premium rates for the **Housing Department's** Insurance coverage of these homes.

B. Advise HUD / ONAP of the Reduction in CAS.

- (1) It shall be the responsibility of the **Housing Department** Director to inform HUD / ONAP of the number of conveyed Mutual Help unit(s) so that the Current Assisted Stock (CAS) numbers used for NAHASDA IHBG Formula funding purposes can be adjusted accordingly.
- (2) This action will typically be done during the summer months, following receipt of a formal letter from the HUD / ONAP office. In that letter, HUD / ONAP will advise the Tribe / TDHE of their "*anticipated*" IHBG allocation for the upcoming FFY. HUD / ONAP will also ask the Tribe / TDHE to verify their IHBG formula data. Part of that entails confirming the "*correct*" number of CAS units remaining under management. This process normally occurs about sixty (60) calendar days prior to the start of the new FFY (or the June / July time frame of each year).
- (3) It is critical that the Housing Director report these changes to HUD / ONAP and that he / she keep the CAS numbers current. Failure, on the part of the Director to do so, can result in HUD withholding future year IHBG funds to compensate for the overpayment in Mutual Help subsidies (approximately **\$528** per unit) for units **NO** longer under management. This is done by HUD / ONAP, in

accordance with NAHASDA, to recoup unauthorized subsidy payments on conveyed Mutual Help units.
June – September to correct formula.

SECTION 8

COUNSELING

The following applies to **ALL Programs**

- 8.1. **General.** The **Housing Department** staff shall provide counseling to program participants (Renters and Homebuyers) to ensure a full understanding by clients of their financial and social responsibilities under the Rental Lease / Homebuyer (MHOA) Agreement.
- 8.2. **Client Obligations.** Clients are required to participate in and cooperate fully with **ALL** mandatory “*official*” pre- and post- occupancy counseling sessions.
- 8.3. **Pre-Occupancy Counseling.** **Pre-Occupancy Counseling** sessions are held to ensure potential clients (Renters / Homebuyers) fully understand the Housing Assistance program for which they applied and their obligations / responsibilities under that program.
 - A. **Orientation.** The Pre-Occupancy Counseling session is also known as “**Orientation**” and takes place prior to execution of the Rental Lease / Homebuyer (MHOA) Agreement.
 - (1) This session is intended to inform the applicant about:
 - (a) Program requirements and procedures.
 - (b) The proper use of appliances and equipment.
 - (c) Proper homecare procedures.
 - (d) Proper yard upkeep procedures.
 - (e) How to locate and switch off utility services (i.e., water shut off valves, L.P. Gas shut off valves, circuit breaker panels, etc.).
 - (f) How to obtain keys, who to contact to get utility service started and what to expect at the Move-In Inspection.
 - (2) Please refer to the **Housing Department’s** ADMISSIONS Policy for details on the Pre-Occupancy Counseling process.

- C. **Homebuyer Counseling.** "**Homebuyer Counseling**", shall be mandatory for those clients entering a Homeownership program (i.e., Mutual Help or Home Loan Programs).
- 8.4. **Post - Occupancy Counseling.** "**Post-Occupancy Counseling**" includes one-on-one or group sessions on a variety of issues such as: program requirements, proper use of the dwelling unit, proper maintenance of the dwelling unit, budgeting, housekeeping, etc. For example:
- A. **Program Requirements Counseling.** This ensures that the client (Renter / Homebuyer) is fully aware of his / her responsibilities under the Housing Assistance Program. The Housing Assistance Program is reviewed again, with the resident, by **Housing Department** Staff who are able to answer questions.
- B. **Use and Maintenance Counseling.** This includes instructions on the proper use of appliances and equipment and is provided to the clients in ***ALL Programs***. This can either be at their request and / or when it becomes evident that a client is **NOT** properly using or maintaining his / her dwelling unit and **Housing Department** intervention is necessary. Client (Homebuyer) advice in maintenance includes, but is **NOT** limited to:
- (1) Furnace repair.
 - (2) Water heater repair.
 - (3) Minor plumbing repair.
 - (4) Window repair.
 - (5) Sheetrock repair.
 - (6) Carpet repair.
 - (7) Linoleum replacement.
- C. **Budget Counseling.** This is provided to clients in ***ALL Programs***, and can either be at their request and / or when an inadequate payment history becomes apparent. Budget counseling attempts to provide realistic budget advice that is within the client's income and expenditures.
- 8.5. "**Pre-Conditions**" that **Warrant Counseling**. In some cases, attending counseling may be a pre-condition for continued occupancy.
- A. For example, if the client were having problems making his / her monthly payments on time, then **budgeting** counseling is mandated.

C. In another example, then if the client were having problems keeping his / her home clean and sanitary, **housekeeping** counseling may be mandated.

8.6. **Failure to Attend.** Failure to attend or participate in **ALL** mandatory "*official*" pre- and post- occupancy counseling sessions, without good cause, constitutes a breach of the Rental Lease / Homebuyer (MHOA) Agreement and can be grounds for Termination of the Rental Lease / Homebuyer (MHOA) Agreement and Eviction.

SECTION 9

DAMAGES, REPAIRS and MAINTENANCE

9.1. **Rentals.** Client responsibilities for those in Low-Income Rental – Single Family Housing Units, Low-Income Tax Credit Rental – Single Family Housing Units, Low-Income Rental – Elderly and Apartment Units and Market Based Rental Units include:

A. Prevention.

(1) Reasonable Care.

- (a) Clients are required to use reasonable care and keep their dwelling unit in such condition so as to prevent health and sanitation problems from arising.
- (b) Clients, shall ensure that their guest(s) refrain from destroying, defacing, damaging, vandalizing or removing any part of the tribally owned premises or project.

(2) Walls. In order to minimize damage to walls, clients shall use only those picture hooks and other wall fasteners that have been recommended by the **Housing Department** Maintenance Division.

- (a) The Resident Services Staff shall show samples, of recommended picture hooks / wall fasteners, to clients during their "*initial*" orientation and PRIOR to MOVE-IN.
- (b) Thereafter, clients who have questions should contact their Resident Services Representative, if they are unsure about what can / cannot be used.

(3) Waterbeds. In order to prevent damage to the dwelling unit structure, the use of WATERBEDS in units managed by the **Housing Department** is prohibited

(4) Windows. Clients are **NOT** permitted to install shades, awnings or window guards.

B. Responsibilities of the Client.

- (1) The Head of Household and his / her spouse are responsible for the actions of **ALL** their family members, friends and guests while they are in the dwelling unit.

(3) Clients can be billed and held accountable for the destructive actions of their family, friend's, and guest's.

C. **Repairs.** The **Housing Department** shall make necessary repairs and improvements to dwelling units, with reasonable promptness, at its own cost.

(1) Generally speaking this covers those repairs and improvements resulting from NORMAL WEAR and TEAR.

(2) Damages to dwelling units which are intentional, due to negligence, or are caused by the client, his / her family or guest(s), shall be repaired by the **Housing Department** and billed to the client (as noted below).

D. **Billing Clients for Repairs and Damages.**

(1) Clients shall be billed reasonable charges, for the repair of intentional or negligent damage to their dwelling units which are caused by the client, his / her family and / or guest(s).

(2) The client shall be responsible for prompt payment.

(a) Prompt payment is considered to be within sixty (**60**) calendar days of receipt of the billing statement from the **Housing Department**.

(b) Failure of the client to make PAYMENT IN FULL, within that sixty (**60**) calendar day window, shall be grounds for Termination of the Rental Lease Agreement and Eviction.

(3) Should any member of a client's family, or any person subject to the invitation of a client, cause damage to **ANY** unit or property in a **Housing Department** managed project, the Head of Household shall be held entirely responsible for restitution.

(a) If such damages occur a **SECOND** time, the clients Rental Lease Agreement shall be Terminated and **EVICTION** proceedings initiated.

(b) The Client shall be held accountable for full restitution of **ALL** damages caused to the unit.

E. When Work or Repairs are Needed.

- (1) **Notification.** Clients shall promptly notify the **Housing Department** of the need for any known repairs (i.e., to water or gas pipes, electric wiring fixtures, drains, toilets, fixtures, appliances, etc.) in his / her dwelling unit. Client notification, to housing, can be accomplished by any of the following means:
 - (a) ***In Person*** by visiting the **Housing Department** office and informing the Receptionist.
 - (b) ***By Phone*** and calling the **Housing Department** Receptionist at: **(231) 271-4473**.
 - (c) ***By First Class Mail***, to the **Housing Department**, at **11244 E. Ki-Dah-Keh Mi-Kun Road, Peshawbestown, MI. 49682**

- (2) **Work Orders.**
 - (a) Once notified by the client, that work needs to be done on the dwelling unit, the **Housing Department** Maintenance Division shall open a WORK ORDER for the needed repairs.
 - (b) The **Housing Department's** Maintenance Division utilizes the WORK ORDER to prioritize, schedule, and track needed repairs.
 - (c) Additional information on WORK ORDERS can be found in Section **53** (entitled: *Work Orders*) of this document and the **Housing Department's** MAINTENANCE Policy.

- (3) **Use of Private Contractors.** Clients are prohibited from calling a private sector contractor to make repairs to their dwelling unit and then directing the contractor to bill the **Housing Department**.
 - (a) Clients who make such phone calls or arrangements shall be held accountable for the payment of services they have requested – **NOT** the **Housing Department**.
 - (b) If the event the **Housing Department** can **NOT** take care of the needed maintenance / repair, and it is necessary to bring in a private sector contractor, the **Housing Department's** Maintenance Division staff shall make those arrangements in accordance with the Tribes Procurement Policy.

(4) **Painting.** When clients have been their homes for a few years, they sometimes feel that new paint is needed and are often willing to do the repainting themselves if Housing provides the paint.

(a) It is the policy of the **Housing Department's** Maintenance Division to **NOT** allow clients to re-paint the interior of their homes. The **Housing Department** has a re-painting schedule set up for its rental properties and that schedule calls for units to be re-painted every five (5) years using approved "*standard*" neutral colors.

Rational: Clients often want to repaint in advance of the established five (5) year cycle.

(b) It is also the policy of the **Housing Department** to **NOT** provide paint to clients so they can repaint themselves.

Rational: Clients often want to repaint using colors that are not approved (i.e., black or dark colors and these take several coats of paint to cover when they move out). Another common problem includes misuse of the program by clients (i.e., obtaining the paint for free and then selling it rather than repainting).

(5) **Beyond Normal Wear and Tear.** While the **Housing Department's** Maintenance Division staff shall make needed repairs to the dwelling unit, those repairs that are determined to be BEYOND "*normal wear and tear*", shall be billed to the client

F. **Reporting Damages Caused by Others.**

(1) Quite often, clients report damages to their unit but insist they are **NOT** the one who caused the damage. The damage is often attributed to "*OTHERS*" whom the client did **NOT** invite into the dwelling unit or did **NOT** have any control over.

(2) The **Housing Department** is **NOT** insensitive to this, however, we have found that it is often used as an excuse to avoid payment for damages.

(2) In the event a client claims that he / she is **NOT** required to pay for damages caused by *OTHERS* (i.e., during a break-in, vandalism, etc.) payment shall be forgiven **if certain conditions are met.**

- (3) Those conditions are as follows:
 - (a) The incident must be reported **IMMEDIATELY** to the Police Department by the client.
 - (b) The incident must also be reported to the **Housing Department**, by the client, in **WRITING**, and within seventy-two (**72**) hours of the incident. The written statement must include the following information:
 - 1/ Clients Name.
 - 2/ Clients Mailing Address and Phone Number.
 - 3/ Clients House / Apartment Number.
 - 4/ Date / Time of Incident.
 - 5/ Those believed to be responsible.
 - 6/ Clients comments regarding the situation.
 - 7/ A copy of the Police **INCIDENT REPORT**.
 - a/ Individuals who call the Police to report damages and / or vandalism are entitled to a copy of the **INCIDENT REPORT**.
 - b/ Obtaining that police report and supplying a copy to the **Housing Department** is the responsibility of the client - **NOT** the **Housing Department**.
 - (c) See Appendix **11** for a Sample of the **Housing Department's "Report of Damages"** letter. Clients are encouraged to utilize this to facilitate the reporting process.
- (5) If the **Housing Department** is **ABLE** to corroborate the claims made by the client, then the charges for damages shall be **EXCUSED**.
- (6) If the **Housing Department** is **UNABLE** to corroborate the claims made by the client, then the charges for damages shall be **UPHELD** and the client shall be responsible for payment. In other words:

- (a) If seventy-two (**72**) hours has elapsed and the client fails to notify Housing, then the client shall be held responsible.
- (b) If the client fails to submit a written claim to absolve himself / herself of the damages and resulting charges for repairs, then the client shall be held responsible.
- (c) If there is **NO** Police INCIDENT REPORT submitted to the **Housing Department** to corroborate the claim and the clients innocence, then the client shall be held responsible.

9.2. Homeownership - Mutual Help Program.

- A. **Homebuyer Responsibilities.** The Mutual Help program is a “*homeownership*” program, and per the terms and conditions of the Homebuyer’s Mutual Help and Occupancy Agreement (MHOA), the homebuyer shall be responsible for the cost of **ALL** routine and non-routine maintenance and repairs (to include damages) to the dwelling unit and common property. This includes, **ALL** repairs and replacements (including repairs and replacements necessitated by damage from any cause).
- B. **Housing Department Maintenance Obligations.** The **Housing Department** shall **NOT** be obligated to pay for or to provide **ANY** maintenance for Mutual Help units other than the correction of warranty items reported during the applicable warranty period.
- C. **Failure to Maintain the Mutual Help Unit.**
 - (1) Failure, by the Homebuyer, to perform maintenance obligations, instances of serious abuse or misuse of the unit, or failure to provide basic routine maintenance constitutes a breach of the Homebuyer Agreement (MHOA) and is grounds for Termination.
 - (2) Upon determination by **Housing Department** that the Homebuyer has failed to adequately perform maintenance, the **Housing Department** shall require the Homebuyer to agree to a specific **Plan of Action** to cure the breach and to assure future compliance.
 - (a) The **Plan of Action** shall provide for maintenance work to be done within a reasonable period of time by the Homebuyer.
 - (b) The **Housing Department** shall use available resources, to provide assistance to the Homebuyer in the maintenance of the unit.

- (3) If the Homebuyer fails to cure the breach or to agree to a **Plan of Action** or if the Homebuyer fails to carry out the agreed-to **Plan of Action**, the Homebuyer Agreement (MHOA) shall be **terminated**.
- (4) If the **Housing Department** determines that the condition of the property creates a hazard to the life, health or safety of the occupants, or if there is an immediate risk of damage to the property if the condition is **NOT** corrected, the corrective action shall be promptly completed by the **Housing Department** and charged against the Homebuyer's MEPA, with supporting documentation and a Work Order.

D. Housing Department Responsibilities.

- (1) Mutual Help participants should be aware of the fact that the **Housing Department's** Maintenance Division is neither staffed nor funded (by HUD) to provide maintenance to Mutual Help units. As such, it does **NOT** bear a responsibility to provide maintenance (routine or otherwise) to Mutual Help homes. That responsibility clearly rests with the homebuyer.
- (2) **Exception.** In those cases where the Mutual Help home is located in a "remote" area and access to qualified contractors is **NOT** always possible, the **Housing Department's** Maintenance Division Manager **MAY** assign staff to provide maintenance, however:
 - (a) The **Housing Department** shall **NOT** be placed in a position where by it is "*obligated*" to work on Mutual Help homes, upon demand, by the homebuyers nor shall it be done as a "*first*" priority.
 - (b) The **Housing Department MAY**, work load permitting, assist Mutual Help Homebuyers with maintenance issues.
 - (c) When assisting Mutual Help clients with maintenance issues, it shall be done:
 - 1/ On a case-by-case basis.
 - 2/ On a **NOT** to interfere basis (with Rental Unit Maintenance for which the **Housing Department** is required by LAW (NAHASDA) to maintain).
 - 3/ When manpower and resources are **NOT** assigned to other priorities.

4/ At the discretion of the Maintenance Division Manager.

(d) In **ALL** instances, when such maintenance is performed, the cost (labor / materials) shall be billed to the Mutual Help client.

E. **Additional Information.** For additional information on repairs / maintenance of Mutual Help units, see:

- (1) Section **22** (entitled: *Lease Responsibilities*) of this document.
- (3) See Appendix **28** for a Sample of the **Housing Department's "MHOA - Pre-NAHASDA"**.
- (4) See Appendix **29** for a Sample of the **Housing Department's "MHOA - Post NAHASDA"**.

SECTION 10

DEFINITIONS

- 10.1. **ABANDONMENT** - (*Tribal Interpretation*) - The term "**abandonment**" means, the absence of the resident (client and **ALL** members of his / her household) from the dwelling unit, **without notice** to the owner (**Housing Department**) for a period of time that is in excess of seven (7) calendar days.
- 10.2. **ADJUSTED INCOME** - (*From PL 104-330*) - The term "**adjusted income**" means, the annual income that remains after **excluding** the following amounts:
- A. **YOUTHS, 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 of the head of the household) -
 - (1) who is under **18** years of age; or
 - (2) who is -
 - (a) **18** years of age or older; and
 - (b) a person with disabilities or a full-time student.
 - B. **ELDERLY AND DISABLED FAMILIES.** - **\$400** for an elderly or disabled family.
 - C. **MEDICAL AND ATTENDANT EXPENSES.** - The amount by which 30 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 expense 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. **CHILD CARE EXPENSES.** - Childcare expenses, to the extent necessary to enable another member of the family to be employed or to further his or her education.
 - E. **EARNED INCOME OF MINORS.** - The amount of any earned income of any member of the family who is less than **18** years of age.
 - F. **TRAVEL EXPENSES.** - Excessive travel expense, not to exceed **\$25 per family per week**, for employment - or education-related travel.

- G. **OTHER AMOUNTS.** - Such other amounts as may be provided in the Indian Housing Plan for an Indian Tribe.
- 10.3. **ADMINISTRATION CHARGE** - (*Tribal Interpretation*) - The term "**Administration Charge**" means the amount the **Housing Department** charges participants of its "*homeownership*" programs to cover operating / administrative expenses **NOT** covered by HUD. As of the date this policy was published, the monthly rate for the ADMIN Charge, was set at **\$120**. This figure shall be reviewed annually by the **GTB Advisory Committee** and increased as costs mandate.
- 10.4. **AFFORDABLE HOUSING** - (*From PL 104-330*) - The term "**affordable housing**" means housing that complies with the requirements for affordable housing under Title II. The term includes permanent housing for homeless persons who are persons with disabilities, transitional housing, and single room occupancy housing.
- 10.5. **ANNUAL INCOME** - (*From 24 CFR Part 1000*) - The term "**Annual income**" includes:
- A. Wages, salaries, tips, commissions, etc.;
 - B. Self-employment income;
 - C. Farm self-employment income;
 - D. Interest, dividends, net rental income, or income from estates or trusts;
 - E. Social Security or railroad retirement;
 - F. Supplemental Security Income (SSI);
 - G. W-2, G.A.P., or other public assistance or public welfare programs;
 - H. Retirement, survivor, or disability pensions; and
 - I. Any other sources of income received regularly, including Veterans' (VA) payments, unemployment compensation and alimony.

NAHASDA requires tribes to use one (1) of three (3) methods for determining a families ANNUAL HOUSEHOLD INCOME. HUD allows tribes the option of selecting one of those as their "standard", or "the one that best fits the needs of the family". In other words, one family could use one set of guidelines while a second family could use a different set of guidelines. Details on all three (3) that are allowable by HUD are spelled out in HUD/ONAP "NAHASDA Guidance Bulletin 99-02".

See Appendix **12** for a Copy of HUD/ONAP's "**NAHASDA Guidance Bulletin 99-02**".

- 10.6. **CHILD** - (From NAIHC Working Aid) - The term "**Child**" means a member of the family, other than the Head or Spouse, who is under eighteen (**18**) years of age.
- 10.7. **CHILD CARE PAYMENTS** - (Tribal Interpretation) - The term "**Child Care Payments**" is broken down two ways.
- A. **INCOME.** Child care payments *RECEIVED* are considered to be income for the purposes of determining ANNUAL INCOME.
- B. **EXPENSE.** Child care payments *PAID OUT* are considered to be an eligible expense for the purposes of determining ADJUSTED ANNUAL INCOME.
- 10.8. **CLIENT** - (Tribal Interpretation) - The term "**Client**" means, an individual receiving affordable housing services from the **Housing Department**
- 10.9. **DRUG - RELATED CRIMINAL ACTIVITY** - (From PL 104-330) - The term "**drug - related criminal activity**" means, the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as such term is defined in Section 102 of the Controlled Substances Act).
- 10.10. **ELDERLY FAMILIES AND NEAR - ELDERLY FAMILIES** - (From PL 104-330) - The terms "**elderly family**" and "**near-elderly family**" mean a family whose head (or his or her spouse), or whose sole member, is an elderly person or a near-elderly person, respectively. Such terms include **2** or more elderly persons or near-elderly persons living together, and **1** or more such persons living with **1** or more persons determined under the Indian Housing Plan for the agency to be essential to their care or well being.
- 10.11. **ELDERLY PERSON** - (From PL 104-330) - The term "**elderly person**" means a person who is at least **62 years of age**.
- 10.12. **EXTENDED FAMILY MEMBER** - (Tribal Interpretation) - The term "**extended family member**" means a family that includes in one household, near relatives, in addition to a nuclear family. More specifically, an Aunt, Uncle, Son-in-Law, Daughter-in-Law, Sister-in-Law, Brother-in-Law, Niece, Nephew, Grandparent, Grandchildren, Stepsister, Stepbrother, or a First Cousin who live with a nuclear family.
- 10.13. **FAMILY** - (From PL 104-330 & 24 CFR Part 1000) - The term "**family**" includes a family with or without children, an elderly family, a near-elderly family, a disabled family, and a single person as determined by the Indian tribe.

- 10.14. **FIREARMS** - (*Tribal Interpretation*) - The term "**firearms**" includes any rifle, shotgun, handgun, air rifle, B-B gun, bow and arrow, cross-bow, slingshot, slinger or wrist rocket.
- 10.15. **HEAD OF HOUSEHOLD** - (*NAIHC Working Aid*) - The term "**Head of Household**" means, the adult member of the Family who is actually looked to, and held accountable for, the Family. The "**Head of Household**" also assumes legal and moral responsibility for the household. Furthermore, the "**Head of Household**" must be eighteen (18) years of age or legally emancipated by the State.
- 10.16. **HOMEBUYER** - (*NAIHC Working Aid*) - The term "**Homebuyer**" means, a member or members of a lower income family who have executed a Homebuyer agreement with the **Housing Department** and who has **NOT** yet achieved homeownership.
- 10.17. **HOMEBUYER AGREEMENT** - (*NAIHC Working Aid*) - The term "**Homebuyer Agreement**" means the **Mutual Help and Occupancy Agreement**. See MHOA below.
- 10.18. **HOMEBUYER PAYMENT** - (*From 24 CFR Part 1000*) - The term "**homebuyer payment**" means the payment of a family purchasing a home pursuant to a *lease purchase* agreement.
- 10.19. **HUD** - (*Abbreviation*) - The abbreviation "**HUD**" means, the United States Department of **Housing and Urban Development**.
- 10.20. **IMMEDIATE FAMILY** - (*Tribal Interpretation*) - The term "**immediate family**" includes ones Father, Mother, Sister, Brother, Husband, Wife, Child, Father-in-Law, Mother-in-Law, Step Father, Step Mother, and Step Children.
- 10.21. **INCOME** - (*From PL 104-330*) - The term "**income**" means income from **ALL** sources of **each member** of the household, as determined in accordance with criteria prescribed by the Secretary, except that the following amounts **may not** be considered as income under this paragraph:
- A. Any amounts **NOT** actually received by the family.
 - B. Any amounts that would be eligible for exclusion under Section 1613(a)(7) of the Social Security Act.
- 10.22. **INDIAN** - (*From PL 104-330*) - The term "**Indian**" means, any person who is a member of an Indian tribe.
- 10.23. **ILLEGAL OCCUPANT** - (*NAIHC Working Aid*) - The term "**Illegal Occupant**" means, a person who is occupying a unit and who is **NOT** a member of the family

(as specified in the Rental Lease / Homebuyer (MHOA) Agreement) and whose presence in the unit has **NOT** been authorized by the **Housing Department**.

- 10.24. **INDIAN AREA** - (From 24 CFR Part 1000) - The term "**Indian area**" means the area within which an Indian tribe operates affordable housing programs or the area in which a Tribally Designated Housing Entity (TDHE) is authorized by one or more Indian tribes to operate affordable housing programs.

Locally this has been defined in the IHP as the boundaries of the Grand Traverse Band Reservation and for the purposes of providing Rental Assistance within a fifty (50) mile radius of the Housing Department Office building in Peshawbestown.

- 10.25. **INDIAN TRIBE** - (From PL 104-330) - The term "**Indian Tribe**" means, a tribe that is a federally recognized tribe or state recognized tribe.
- 10.26. **LEASE HOLDER** - (Tribal Interpretation) - The term "**Lease Holder**" means, the individual who executes the dwelling lease. This can be a Rental Lease Agreement or a Homebuyer (MHOA) Lease Agreement.
- 10.27. **LIVE-IN AIDE** - (Tribal Interpretation) - The term "**Live-in Aide**" shall mean, a person who resides with an elderly, disabled or handicapped person or persons and who:
- A. Is determined by the **Housing Department** to be essential to the care and well-being of the person(s);
 - B. Is **NOT** obligated for support of those person(s); and
 - C. Would **NOT** be living in the unit except to provide necessary supportive services.

A relative may qualify as a "**Live-in Aide**" if **ALL** of these conditions are met. An elderly, disabled or handicapped person needing a "**Live-in Aide**" does **NOT** have to be the head, spouse, or sole member of the family. Therefore it is **NOT** necessary to qualify as an elderly family in order to have a "**Live-in Aide**". It should also be noted that a "**Live-in Aide**" does **NOT** qualify for continued occupancy as a remaining family member.

- 10.28. **LOW-INCOME FAMILY** - (From PL 104-330) - The term "**low-income family**" means, a family whose income does not exceed **80** percent of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may, for purposes of this paragraph, establish income ceilings higher or lower than **80** percent of the median for the area on the basis of the findings of the Secretary or the agency

that such variations are necessary because of prevailing levels of construction costs or unusually high or low family incomes.

- 10.29. **MAINTENANCE** – (*Tribal Interpretation*) - The term “**maintenance**” means, **ALL** upkeep, repairs, renovating and replacement to the interior, exterior, equipment and grounds of the housing units managed by **Housing Department**. Maintenance shall include the repair of any damage or deterioration caused by any source and also include **ALL** efforts to prevent damage (preventive maintenance) before they occur.
- 10.30. **MAINTENANCE WORK ORDER PRIORITIES** - (*Tribal Interpretation*). The **Housing Departments “Work Order Priorities”** shall be as follows:
- # 1 - EMERGENCY:** An **Emergency** condition is one that threatens the life, safety, or health of the occupants or severely affects the dwelling unit / its immediate premises. If left un-addressed, this will result in more extensive damage and costly repairs.
Work Orders prioritized, as “Emergency” must be responded to within 12 hours of being reported.
- # 2 - URGENT:** An **Urgent** condition is one where additional damage may occur to the unit unless corrective action is taken.
Work Orders prioritized, as “Urgent” must be responded to within 24 hours of being reported.
- # 3 - ROUTINE:** A **Routine** priority is one that is NON-EMERGENCY in nature that requires maintenance or work that was reported by the tenant or **Housing Department** staff.
Work Orders prioritized, as “Routine” must be responded to within one (1) week of being reported.
- 10.31. **MEDIAN INCOME** - (*From PL 104-330*) - The term “**median income**” means, with respect to an area that is an Indian area, the greater of -
- A. The median income for the Indian area, which the Secretary shall determine;
- or
- B. The median income for the United States.
- 10.32. **MEPA** - (*From NAIHC Training Manual*) - The abbreviation “**MEPA**” means, **Monthly Equity Payments Account**. This is an account for the Mutual Help (Homeownership Program) which sets aside the homebuyers equity. Any amount over and above the administrative fee is placed in this account.

- 10.33. **MHOA** - (*Abbreviation*) - The abbreviation "**MHOA**" means, **Mutual Help and Occupancy Agreement**. This is a legally binding contract, set up between the **Housing Department** and participants of the Mutual Help (Homeownership program), that governs the terms and conditions of Occupancy in a home financed through the Mutual Help program.
- 10.34. **MINIMUM FILL** - (*Tribal Interpretation*) - The term "**Minimum Fill**" is related to filling L.P. Gas Tanks and means, filled to a level of twenty-five (**25**) percent (%) of the tank.
- 10.35. **MINOR** - (*Tribal Interpretation*) - The term "**Minor**" means, a person who is less than eighteen (**18**) years of age.
- 10.36. **MONTHLY ADJUSTED INCOME** - (*NAIHC Working Aid*) - The term "**Monthly Adjusted Income**" means, one-twelfth (**1 / 12**) of the clients Adjusted Household Income.
- 10.37. **MONTHLY INCOME** - (*NAIHC Working Aid*) - The term "**Monthly Income**" means, one-twelfth (**1 / 12**) of the clients Annual Household Income.
- 10.38. **NAHASDA** - (*From PL 104-330*) - The abbreviation "**NAHASDA**" means, the **Native American Housing Assistance and Self-Determination Act** of 1996.
- 10.39. **NEAR-ELDERLY PERSON** - (*From PL 104-330*) - The term "**near-elderly person**" means, a person who is at **least 55 years of age** and **less than 62 years of age**.
- 10.40. **NORMAL WEAR AND TEAR** - (*Tribal Interpretation*) - The term "**Normal Wear and Tear**" means, deterioration that occurs based upon the use for which the dwelling unit was intended, without negligence, carelessness, accident, abuse, or intentional damage of the premises / equipment (of the **Housing Department**) by the client or by any other person in the dwelling unit or on the premises with the client's consent.
Note: Un-cleanliness does **NOT** constitute "**Normal Wear and Tear**".
- 10.41. **PERMANENT STAYS** - (*Tribal Interpretation*) - The term "**permanent stay**" means, a stay that exceeds thirty (**30**) calendar days. After obtaining housing, leaseholders often seek permission for others to live in their leased home. If that stay is going to be PERMANENT, then permission to do so must first be sought, from the **Housing Department** Director, by the leaseholder. Such requests require additional **Housing Department** processing, review and approval as outlined within the **Housing Department's** ADMISSIONS Policy.
- 10.42. **PERSON WITH DISABILITIES** - (*From 24 CFR Part 1000*) - The term "**person with disabilities**" means a person who -

- A. Has a disability as defined in Section 223 of the Social Security Act;
- B. Has a developmental disability as defined in Section 102 of the Developmental Disabilities Assistance and Bill of Rights Act;
- C. Has a physical, mental, or emotional impairment which -
 - (1) Is expected to be of long-continued and indefinite duration;
 - (2) Substantially impedes his or her ability to live independently; and
 - (3) Is of such a nature that such ability could be improved by more suitable housing conditions.
- D. The term "**person with disabilities**" includes persons who have the disease of acquired immunodeficiency syndrome (AID's) or any condition arising from the etiologic agent for acquired immunodeficiency syndrome.
- E. Notwithstanding any other provision of law, no individual shall be considered a person with disabilities, for purposes of eligibility for housing assisted under this part, solely on the basis of any drug or alcohol dependence. The Secretary shall consult with Indian tribes and appropriate Federal agencies to implement this paragraph.
- F. For purposes of this definition, the term "**physical, mental or emotional impairment**" includes, but is not limited to:
 - (1) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems:
 - (a) Neurological;
 - (b) Musculoskeletal;
 - (c) Special sense organs;
 - (d) Respiratory;
 - (e) Speech organs;
 - (f) Cardiovascular;
 - (g) Reproductive;
 - (h) Digestive;
 - (i) Genito-urinary;
 - (j) Hemic and lymphatic;

- (k) Skin;
- (l) Endocrine; or
- (2) Any mental or psychological condition, such as:
 - (a) Mental retardation;
 - (b) Organic brain syndrome;
 - (c) Emotional or mental illness; and
 - (d) Specific learning disabilities.
- (3) The term "***physical, mental, or emotional impairment***" includes, but is not limited to, such diseases and conditions as:
 - (a) Orthopedic, visual, speech, and hearing impairments;
 - (b) Cerebral palsy;
 - (c) Autism;
 - (d) Epilepsy;
 - (e) Muscular dystrophy;
 - (f) Multiple sclerosis;
 - (g) Cancer;
 - (h) Heart disease;
 - (i) Diabetes;
 - (j) Human Immunodeficiency Virus infection;
 - (k) Mental retardation;
 - (l) Emotional illness;

10.43. **PET** - (*Tribal Interpretation*) - The term "***Pet***" means a cat, a dog or a bird.

10.44. **SERVICE AREA** - See "***Indian Area***" above.

- 10.45. **SIGNIFICANT OTHER** - (*Tribal Interpretation*) - The term "**Significant Other**" means, someone who is **NOT** married to, but is residing with another person who happens to be the one that executed the "*Lease Agreement*" with the **Housing Department**.
- 10.46. **SPOUSE** - (*Tribal Interpretation*) - The term "**Spouse**" means, the husband or wife of the Head of Household.
- 10.47. **TEMPORARY STAYS** - (*Tribal Interpretation*) - The term "**temporary stay**" means, one that does **NOT** exceed thirty (**30**) calendar days. After obtaining housing, leaseholders often seek permission for others to live in their leased home. If the length of that stay is going to exceed thirty (**30**) calendar days, then permission for continued occupancy must be sought, from the **Housing Department** Director, by the leaseholder.

Note: Stays beyond thirty (**30**) calendar days are deemed "*permanent*" and require additional **Housing Department** processing. Review and approval shall be in accordance with the procedures outlined in the **Housing Department's ADMISSIONS Policy**.

- 10.48. **VISITOR** - (*NAIHC Working Aid*) - The term "**Visitor**" means, a person who is temporarily residing in a Dwelling unit with a Family for a period of time **NOT** exceeding fourteen (**14**) calendar days during any given thirty (**30**) calendar day period. Persons residing longer than fourteen (**14**) calendar days, without the prior written permission of the **Housing Department**, shall be determined to be "*Unauthorized Non-Family Residents*".