

SECTION 38

SIGNS

The following applies to **ALL Programs.**

- 38.1. Clients shall **NOT** display or affix signs of any type to the windows, on the doors, or on the outside of their dwelling unit.
- 38.2. Clients shall **NOT** erect signs, of any size, shape, or type on the property of their dwelling unit.

SECTION 39

SMOKE DETECTORS

The following applies to **ALL Programs.**

- 39.1. One (1) or more smoke detectors have been installed in **ALL** units that are under the management of the **Housing Department**.
- 39.2. Clients shall **NOT** tamper with, disconnect, or remove smoke detectors. Tampering with, disconnecting, or removing smoke detectors from a dwelling unit is grounds for Termination of the Rental Lease / Homebuyer (MHOA) Agreement and Eviction.
Radon Detectors – CO2's
- 39.3. Clients shall ensure that smoke detectors are in proper operating order at **ALL** times.
 - A. Smoke detectors have a **RED** indicator light on the faceplate.
 - B. When the smoke detector is operating correctly, that **RED** light will be lit.
 - C. If the **RED** light is "*flashing*" and / or the smoke detector "*beeps*" every few seconds, then the battery is low and needs replacement.
 - D. If the **RED** light is **NOT** lit or flashing, then the battery is dead or the unit has been disconnected.
- 39.4. Clients are responsible for the purchase and replacement of smoke detector batteries (as required).
- 39.5. If the smoke detector is **NOT** operating correctly or if the client needs assistance, they shall notify the **Housing Department IMMEDIATELY**.

SECTION 40

SUB-LETTING

40.1. **Rentals.** 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.

- A. Clients in the Rental programs are prohibited from assigning, sub-letting, or transferring possession of the premises to any other individual.
- B. Clients found to be doing so, are subject to Termination of their Rental Lease Agreement and Eviction.

40.2. **Homeownership - Mutual Help Units.**

- A. Clients (homebuyers) in the Mutual Help program **MAY** SUB-LEASE their Mutual Help home under certain circumstances / conditions.
- B. Those circumstances / conditions are limited to demands on the family for “*higher education pursuits*”, “*employment advancements*”, “*temporary medical care*” or “*military service*” and are only intended to be for a limited period of time – typically one (1) year.
- C. Clients (homebuyers) who desire to SUB-LEASE their dwelling unit, must submit a WRITTEN request to the **Housing Department**.
- D. Please refer to the **Housing Department’s** MUTUAL HELP SUB-LEASE Policy for details and procedures on this process.
- E. Clients found to be sub-leasing their Mutual Help home, in violation of the MUTUAL HELP SUB-LEASE Policy, are subject to Termination of their Homebuyer Agreement (MHOA) and Eviction.

SECTION 41

STRUCTURAL CHANGES / MODIFICATIONS

41.1. Air Conditioners (ALL Programs).

A. Window Mounted Models.

- (1) The installation of a window mounted Air Conditioner is **NOT** considered to be a structural change or modification to the dwelling unit and therefore may be installed in either Rental or Homeownership units without prior written approval from the **Housing Department**.

Rational: Installation, of window mounted Air Conditioners, is typically "*temporary*" and "*seasonal*" and does **NOT** require any changes or modifications to the dwelling structure.

- (2) Installation of such Air Conditioners shall be limited to windows on the side or back of the dwelling unit – **NOT** the front of the house.
- (3) If supports are required, they shall be neat in appearance.
- (4) **ALL** window mounted Air Conditioners shall be removed by October 31st of each year.
- (5) The cost of installation, and increased utility costs, shall be borne by the client – **NOT** the **Housing Department**.

B. Central Air Models.

- (1) Clients (of ALL Rental Units) are **NOT** allowed to install Central Air Conditioning units.
- (2) Clients (of Homeownership Units) are allowed to install Central Air Conditioners, in their Mutual Help homes.
 - (a) To do so, homebuyers must first request approval from the **Housing Department**, in Writing.
 - (b) The Housing Director, in cooperation with the Maintenance Division Manager, shall review / approve **ALL** such requests.
 - (c) Installation shall be limited to the side or back of the home, and it must be mounted on a cement slab next to the house.

- (d) As with Window Mounted Models, the cost of installation, and increased utility costs, shall be borne by the Homebuyer – **NOT** the **Housing Department**.

41.2. **Rentals.** 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.

- A. Clients residing in Rental units are **NOT** allowed to make any type of structural changes or modifications to their dwelling unit. Doing so is grounds for Termination of the Rental Lease Agreement and Eviction.
- B. **Exception.** The only exception to this would be for the installation of a Handicap Accessible Ramp.
 - (1) If such a ramp is required, the client must submit a WRITTEN request to the **Housing Department** Director, **prior** to installation, indicating why the ramp is needed.
 - (2) The **Housing Department** Director shall review and approve / disapprove **ALL** such requests.
 - (3) Generally speaking, the funding and installation of such ramps is the responsibility of the client – **NOT** the **Housing Departments**.
 - (4) If the client is seeking help from the **Housing Department** to fund / install such a ramp, they must first demonstrate (in their written request) that **NO** other funding source was available. The **GTB Advisory Committee** must approval **ALL** such funding requests. If / when funding / manpower are available the **Housing Department** may fund / install such ramps,

41.3. **Homeownership - Mutual Help.**

A. **General.**

- (1) Clients, in the Mutual Help program, **MAY** make structural changes or modifications to their dwelling unit, but only with prior WRITTEN approval of the **Housing Department** and **GTB Advisory Committee**.
- (2) Start of construction on the change / modification to the structure may **NOT** begin until such time as WRITTEN approval has been obtained.

B. **Acceptable Modifications.** Some examples of “*Acceptable*” structural modifications or changes to Mutual Help homes are listed below. This list is **NOT** an all-inclusive list, but rather illustrates what can be done.

- (1) Adding an “*attached*” or “*detached*” garage / carport.
- (2) Enclosing a carport / garage.
- (3) Installing Energy conservation items (i.e., solar panels, wood burning stoves, flues and insulation).
- (4) Adding living space (i.e., in a room in the basement).
- (5) Adding a deck / patio / porch.

Clients should also refer to Appendix **47** (***Deck Specifications***). This provides the **Housing Department’s** recommended specifications on the types of decks allowed, materials, dimensions, etc.

- (6) Adding storage space (either inside or out).
- (7) Installing “*permanent*” fencing.

Clients should also refer to Appendix **13** (***Fence Specifications***). This provides the **Housing Department’s** recommended specifications on the types of fencing allowed, materials, dimensions, etc.

C. **Client Request Procedures.** Clients interested in making structural changes to their Mutual Help home shall submit a WRITTEN request to the **Housing Department**. That request must include the following:

- (1) House Address / Number (as applicable).
- (2) Location (project / area).
- (3) Detailed narrative description of the structural change.
- (4) Specifications (i.e., dimensions).
- (5) Projected date of work.
- (6) A sketch or drawing depicting what is to be done and where.

- D. **Housing Department Maintenance Division Review.** The **Housing Department** Maintenance Division Supervisor shall review the information submitted to ensure:
- (1) That the plan is structurally sound.
 - (2) That the proposed changes shall **NOT** adversely impact existing sewer / water lines, utility easements, road easements, etc.
 - (3) That the proposed changes shall **NOT** impair the value of the home, the surrounding homes, or the project.
 - (4) That the proposed changes shall **NOT** impair the use of the home for "**residential**" purposes.
 - (5) That the proposed changes shall **NOT** violate the requirements stipulated in local building codes / ordinances regarding design and construction.
 - (6) That the proposal does **NOT** structurally degrade the Mutual Help home (as noted above). If it does **NOT**, then the **Housing Department** Maintenance Division Supervisor shall recommend approval of the request to the Director and the **GTB Advisory Committee**.
- E. **Housing Committee Review.** The Client shall appear before the **GTB Advisory Committee** during their review of the request.
- (1) This will afford the committee members with an opportunity to ask the client questions before they make their final determination (for or against) the request.
 - (1) The **FINAL** decision of the **GTB Advisory Committee** shall be forwarded to the client within seventy-two (**72**) hours of their reaching a decision. That decision shall be in **WRITING** and forwarded via First Class mail.
 - (2) Copies of that decision shall be filed in the client's permanent **Housing Department** files (one to Maintenance and one to Resident Services).
- F. **Use of Licensed Contractors.** After the modification of a home has been approved, clients are encouraged to utilize **ONLY** Licensed and Ensured / Bonded Contractors to do the work. This ensures that work will be done correctly and in accordance with established building codes.

- G. **Housing Department Liability.** The **Housing Department** is **NOT** responsible for any damages to the client's home, structure, or occupants that are caused by work done in conjunction with any such modification.
- H. **Funding for Structural Changes / Modifications.**
- (1) **ALL** costs associated with making "*client requested*" structural changes / modifications to the dwelling unit, shall be at the client's expense – **NOT** the **Housing Departments**.
 - (2) Clients are **PROHIBITED** from obtaining financing for such structural changes / modification, **if** that financing involves a **LIEN** being placed on the dwelling unit. The dwelling unit and property **MUST** remain unencumbered until conveyed to the client.
 - (3) Clients may **NOT** use their **MEPA** accounts for making structural changes / modifications to their dwelling units.
- I. **Compensation after Termination of the MHOA and Move-Out.**
- (1) In the event of Termination of the MHOA and Move-Out (either at the client's doing or as mandated by the **Housing Department**), the Homebuyer shall **NOT** be entitled to any compensation for such changes or additions he / she made to the home.
 - (2) If the Homebuyer has any outstanding liability for the costs of the improvements, that liability may **NOT** be assigned to the **Housing Department** following a voluntary or involuntary termination.

SECTION 42

SUCCESSION UPON SEPARATION, DIVORCE, DEATH, MENTAL INCAPACITY

- 42.1. **General.** While one does **NOT** like to think about the possibility of losing a loved one, for any reason, it does happen. Often times, Tribal Enrollment status and the tribes desire to provide enrolled tribal members with **PRIORITY** in housing also becomes an issue in these situations. Additionally, we have found that all too often, minor children are caught in the middle. In order to ensure tribal members continue to receive priority for available housing units, and to keep disruption to the family at a minimum, the following guidelines shall be followed:
- 42.2. **Rentals.** 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.
- A. **Separation / Divorce / Death – Involving two (2) Enrolled Tribal Members.**
- (1) **Review of Need.** If two (2) unmarried or two (2) married Enrolled Tribal Members have been leasing a dwelling unit, and one (1) dies or they separate / divorce, the **Housing Department** shall review their future housing needs and to the extent feasible, provide housing that meets that need.
 - (2) **Re-determining Bedroom Size for Family.** The **Housing Department** shall match the family's future housing need to the appropriate bedroom size. The Bedroom Size / Occupancy Standards table, located in the **Housing Department's** **ADMISSIONS** Policy, shall be used as the basis for making this determination. Several options then come into play.
 - (a) One or both individuals might have to move to another unit.
 - (b) One might be allowed to remain in the current dwelling unit while the other must move.
 - (c) If so, the **Housing Department** would provide the next available unit, of appropriate size, to the other.
 - (3) **Custody Issue.** The decision of **Housing Department** management may also be influenced by a court order that affects "*custody*" of minor children. **Housing Department** staff shall try to ascertain if such court orders exist and obtain copies prior to making their recommendations for housing alternatives.

- B. **Separation / Divorce / Death – Involving one (1) Enrolled Tribal Member and one (1) NON Tribal Individual.**
- (1) **General.** Under the circumstances noted below (Para **42.2.B. (1) (a) and (b)**), the **Housing Department** shall review their future housing needs and to the extent feasible, provide them with housing that meets that need.
 - (a) **Scenario One:** Two (2) individuals were leasing a dwelling unit from the **Housing Department** and they later separate / divorce. One (1) of them was an Enrolled Tribal Member and the other was a NON-Tribal individual.
 - (b) **Scenario Two:** Two (2) individuals (married or otherwise) were leasing a dwelling unit from the **Housing Department** and one (1) of them dies. The one (1) who died was the Enrolled Tribal Member. The other was a NON-Tribal individual.
 - (2) **Enrolled Member.** In most cases, and if still eligible, the Enrolled Tribal Member shall continue to receive housing (based on continued eligibility and demonstrated need – i.e., remaining family size).
 - (3) **Non-Tribal Individuals.** In most cases, the NON Tribal individual (with or without children) would be required to vacate the dwelling unit and would **NOT** be eligible for future housing assistance.
 - (a) If the NON Tribal individual is directed to vacate the premises, the **Housing Department** shall provide him / her with a WRITTEN Notice of their need to vacate and allow adequate time to relocate.
 - (b) “*Adequate time*” is considered to be thirty (30) calendar days, however, if circumstances warrant, this can be extended to a maximum of sixty (60) calendar days.
 - (c) See Appendix **48** for a Sample of the **Housing Department’s “Notice to Vacate”** form letter. This shall be used when it is necessary for the **Housing Department** to notify the NON-Tribal individual of his / her need to vacate.
 - (4) **Rights of Non Tribal Individuals for Continued Occupancy.** Under certain circumstances, the **NON** Tribal Individual could continue to receive housing (based on demonstrated need – i.e., remaining family size).

- (a) In order for this to happen, minor children (those under the age of **18**) have to be part of the equation.
 - 1/ More specifically, those minor children would have to be **Enrolled Tribal Members**.
 - and / or
 - 2/ The **NON**-Tribal parent would have to have been awarded "*legal*" custody of those minor Enrolled Tribal Members.
- (b) If a **NON** Tribal Individual is allowed to stay in the existing dwelling unit (or is awarded one that better meets his / her current housing needs), they shall only be allowed continued residency until such time as the youngest Enrolled Tribal Member reaches the age of eighteen (**18**).
- (c) At that time, the **NON** Tribal Individual shall be given WRITTEN Notice that he / she has thirty (**30**) calendar days in which to vacate the dwelling unit.
- (d) The now adult Enrolled Tribal Member may:
 - 1/ Apply for housing under the **Housing Department's ADMISSIONS** Policy, or
 - 2/ Seek permission from the **Housing Department / GTB Advisory Committee**, to assume the lease of the dwelling unit formerly held by their NON-Tribal parent.
 - 3/ In either case, the teen Tribal member would have to meet the eligibility criteria, as outlined in the **Housing Department's ADMISSIONS** Policy.
- (5) **Re-determining Bedroom Size for Family.** As noted above, the **Housing Department** shall match the Enrolled Tribal Members family and the Non Tribal Individual (with custody of Enrolled Tribal Members – Minor Children) future housing need to the appropriate bedroom size. The Bedroom Size / Occupancy Standards table, located in the **Housing Department's ADMISSIONS** Policy, shall be used as the basis for making this determination. Several options then come into play.
 - (a) One or both individuals might have to move to another unit.

- (b) One might be allowed to remain in the current dwelling unit while the other would have to move.
 - (c) If so, the **Housing Department** would provide the next available unit, of appropriate size, to the other.
- (6) **Custody Issue.** The decision of **Housing Department** management may also be influenced by a court order that affects "custody" of minor children. **Housing Department** staff shall try to ascertain if such court orders exist and obtain copies prior to making their recommendations for housing alternatives.
- (7) **Waivers.** The **GTB Advisory Committee** can recommend that this Policy be waived, for humanitarian reasons, if circumstances warrant. Such waivers shall be considered, on a case-by-case basis, **if** the affected **NON** Tribal Individuals ask for such a waiver to said Policy.

42.3. Homeownership - Mutual Help.

A. General.

- (1) In order to protect the continued occupancy of the Homebuyer's family, the **Housing Department** shall, to the greatest extent feasible, ensure that successorship of a Mutual Help unit is within the Homebuyer's family.
- (2) The identification of a successor, is the responsibility of the Mutual Help client, and is done at the time the MHOA is executed.
- (3) The client shall designate a successor who, at the time of the designation, is a member of the client's immediate "family", and is an authorized occupant of the home in accordance with the MHOA.

B. Changing the Named Successor.

- (1) The client may, at any time during the term of the MHOA, change the designation of the successor.
- (2) To do so, however, the client must provide WRITTEN Notice of his / her desire to change the successor (by use of an MHOA amendment), to the **Housing Department** Director.
- (3) The person designated as the new successor, must meet the qualification standards set forth under the Mutual Help Program.

- C. **Succession, by the person designated by the client:** Upon occurrence of separation, divorce, death, or being adjudged to be mentally incompetent, the person designated as the successor shall succeed to the Homebuyer Rights and Responsibilities under the MHOA. This is, however, contingent upon the successor meeting the following conditions:
- (1) The successor meets **ALL** Mutual Help eligibility and program requirements.
 - (2) The successor is willing and able to assume **ALL** rights and obligations of the former client (homebuyer), **INCLUDING ALL** outstanding amounts owed and any amounts in the MEPA.
 - (3) The successor is willing and able to utilize the dwelling unit as his / her "*principle*" residence.
 - (4) The successor is willing and able to pay the administration charge, utility costs, and maintenance expenses associated with living in a Mutual Help home.
 - (5) The successor is willing and able to perform **ALL** other obligations of a Homebuyer under the MHOA. This includes the obligation to provide **ALL** maintenance and utilities to the unit.
 - (6) The successor must be eligible to obtain the land lease (i.e., for Tribal Trust or Restricted Land). As such, the **Housing Department** staff shall review applicable statutes and requirements (with regards to land status eligibility) **prior** to approving a successor, or designating a subsequent homebuyer.
- D. **Successors who are MINOR (under the age of 18) children.** In the event the client (homebuyer) designates a MINOR child (under the age of **18**) as successor, the following shall apply:
- (1) If, after the occurrence of a death (or physical / mental incapacity designation), there is **NO** qualified and eligible ADULT successor, the **Housing Department** may approve an adult who has been appointed LEGAL GUARDIAN of the successor child, as an occupant of the dwelling unit.
 - (2) The GUARDIAN shall be responsible for performing the duties and obligations of the MHOA on behalf of the MINOR successor child.
 - (3) Such arrangements shall remain in tact until the child reaches the age of eighteen (**18**) years, at which time the now ADULT

successor can become the HEAD OF HOUSEHOLD, and is so qualified.

- (4) If, at any time, prior to the minor successor child reaching the age of eighteen (18) years, the guardian is **NO** longer willing or able to perform the obligations and duties of the MHOA, and **NO** other guardian is appointed, possession of the dwelling unit shall revert back to the **Housing Department**.

E. **Impact on Amortization Schedule.** If a designated successor (or adult guardian) is approved, there shall be **NO** interruption or change in the amortization schedule due to succession of the dwelling unit. **ALL** rights and obligations, including equity accounts, shall be transferred to the successor.

F. **Successor is NOT Eligible.** If the designated successor is **NOT** eligible or does **NOT** meet ADMISSION criteria / standards, the successor shall be offered the opportunity to **Buyout** the unit or **Decline** the unit.

- (1) **Successor Buyout.** In the event a successor does **NOT** meet the eligibility criteria for the Mutual Help program, he / she **MAY** request permission to purchase the unit outright from the **Housing Department**. If this option is exercised:

- (a) The successor must submit a request to purchase the unit, in WRITING, to the **Housing Department** Director.
- (b) The Director shall ensure that an appraisal is done on the dwelling unit and property to determine the "**Fair Market Value**" of the unit.
- (c) The Director shall then forward the recommended sale price to the successor. If the successor agrees to the sale price, the Director shall forward **ALL** related correspondence to the **GTB Advisory Committee**.
- (d) The **GTB Advisory Committee** shall review the request, appraisal, and either approve or disapprove the successors request.

1/ **Denial.**

- a/ If the **GTB Advisory Committee** denies the request they shall state, in WRITING, the reason(s) for denial.

b/ That denial letter shall be forwarded to the successor within seventy-two (72) hours of the **GTB Advisory Committee** reaching a decision.

2/ **Approval.**

a/ If the **GTB Advisory Committee** approves the request they shall advise the successor of such, in WRITING.

b/ That approval letter shall be forwarded to the successor within seventy-two (72) hours of the **GTB Advisory Committee** reaching a decision.

(2) **Successor Declines Buyout.** In the event a successor does **NOT** meet the eligibility criteria for the Mutual Help program, and does **NOT** want to Buyout the unit, he / she **MAY** decline **ALL** rights to unit. If this option is exercised:

(a) The **Housing Department's** Resident Services staff shall forward a copy of the "**Declination Declaration Statement**" to the successor.

(b) Within five (5) business days of receipt, the successor must complete and sign the "**Declination Declaration Statement**" and return it to the **Housing Department**.

See Appendix 49 for a Sample of the **Housing Department's "Declination Declaration Statement"** form letter.

(c) Failure of the successor to respond within those five (5) business days shall result in an automatic "*declination*". The **Housing Department** staff shall then proceed with reclaiming the unit and finding a new Mutual Help participant.

(3) **Drawing from the Waiting List.** In the event the "**ineligible**" designated successor Declines Buyout or fails to respond – as noted above, the **Housing Department** shall offer the unit to the next "**eligible**" family, from the **TOP** of the written MUTUAL HELP waiting list, the unit.

G. **NO Successor Named.** If a client has failed to designate a successor in the MHOA, and then dies, or the successor does **NOT** meet eligibility

requirements, the authority to name a successor or new client (homebuyer) rests with the **Housing Department**.

- (1) **Appointing New Successor.** If it is feasible to appoint a new "**program eligible**" successor (from the former Head of Households remaining family members, who are still residing in the Mutual Help home or from the Head of Households immediate family) then the **Housing Department** shall endeavor to do so. This shall be done, in consultation with, the **Housing Departments Attorney** and per the terms / conditions noted in this Section of the Policy.
- (2) **Drawing from the Waiting List.** In the event the designated "**ineligible**" successor Declines Buyout, and there are **NO** "**eligible**" remaining family members who are willing to accept the unit (execute a new MHOA and be legally / financially responsible for it), then the **Housing Department** shall offer the unit to the next eligible family, from the **TOP** of the written MUTUAL HELP waiting list.

H. **Impact on Successors when the MHOA has been Terminated.** Successorship shall **NOT** be recognized when the MHOA is terminated for any reason OTHER than death, physical or mental incapacity. As an example, if the client repeatedly fails to pay his / her monthly payment and the **Housing Department** terminates their MHOA, the named successor (in the MHOA) shall have **NO** legal standing with regards to acquiring the home.

42.4. **Impact of Divorce and / or Separation on the MHOA.**

- A. If the Homebuyer's Household Composition changes due to a **divorce** or **separation** of the head / spouse, the **Housing Department** shall require documentation of the legal divorce / separation proceeding for file reference. The legal documents from the court should detail who shall vacate the unit, who shall remain in the unit and who shall continue to assume the obligations under the Homebuyer Agreement (MHOA).
- B. The **Housing Department** staff shall avoid involvement in such proceedings. In other words, the **Housing Department** staff shall **NOT** get involved in trying to determine who shall assume the right to the unit under the Homebuyers Agreement (MHOA). That determination shall be made by the court.
- C. The parties to the divorce must address the Homebuyer's accounts and must reach an agreement that shall **NOT** violate the MHOA, which states the account **CANNOT** be assigned **NOR** pledged for distribution unless the

Homebuyer terminates the Homebuyer Agreement (MHOA). The distribution shall be in line with this Policy.

- D. If an agreement between both parties **CANNOT** be reached, the **Housing Department** shall terminate the Homebuyer Agreement (MHOA) and distribute the account as stated under the Homebuyer Agreement (MHOA). This account shall **NOT** be distributed until, the costs associated with bringing the unit up to a satisfactory condition for the next Homebuyer, have been taken care of.
- E. If an agreement between both parties has been reached and a court ruling issued, the Homebuyer who is to remain in the unit shall sign a new Homebuyer Agreement (MHOA). This shall **NOT** be done, however, until proper documentation, from the court, has been provided to the **Housing Department**.

SECTION 43

TEMPORARY ABSENCES

The following applies to **ALL Programs.**

43.1. General.

- A. At times, single parent clients may have a need to be gone from their units (Rental and Homeownership) to attend to "**short term**" needs. Most typically this is for participation in "*Drug / Alcohol*" Rehabilitation / Treatment programs and / or "*Incarceration*".
- B. For purposes of this Policy, "**short-term**" shall mean - **a period of time NOT to exceed ninety (90) calendar days.**

43.2. **Short Periods of Absence.** If a single parent client is going to be in a "*Drug / Alcohol*" Rehabilitation / Treatment program for a "*short*" period of time or is to be "*Incarcerated*" for a "**short**" period of time, they can retain their unit under certain circumstances. Their options are:

A. Designate a Responsible Adult.

- (1) The single parent client can designate a "*responsible*" adult to look after the unit during his / her absence.
- (2) In so doing, the client is still responsible for monthly payments, utilities, and upkeep of the unit.
- (3) If a designated person causes or allows another person to cause damage to the unit during the client's absence, the client shall still be held liable for damages caused to the unit.

B. Board Up the Unit.

- (1) If the single parent can **NOT** find a "*responsible*" adult to look after the unit during his / her absence, the client may ask the **Housing Department** to "*temporarily*" board up the unit.
- (2) This ensures that the unit will **NOT** be vandalized during the client's absence.

43.3. **Client Request Procedures.** To be considered for either option, the client must first request permission from the **Housing Department** Director.

- A. The request, from the client, shall be in WRITING.
 - (1) In order to evaluate the client's request certain documentation is required.
 - (2) The client shall provide the **Housing Department** with documentation, from the Rehabilitation / Treatment Center, Courts, or Law Enforcement Agency indicating the length of the program / incarceration and the start / end dates of the program / incarceration.
- B. The **Housing Department** Director shall review and approve **ALL** such requests.
 - (1) In making that decision, the Director shall weigh the clients housing record (i.e., payment history, arrears balance (if any), complaints, problems with Lease enforcement, etc.) against the current demand for housing and the welfare of the client's family who may remain in the unit.
 - (2) Clients who are determined to be "*problem clients*" or have an "*arrears*" balance, shall **NOT** be approved for such requests.
- C. Once the review is completed, the Director shall notify the client, in WRITING, of his / her decision. That decision shall be conveyed to the client within five (5) business days of receipt of the clients request.

See Appendix **50** for a Sample of the **Housing Department's "Request For Temporary Absence"** form letter.

43.4. **Absences Beyond 90 Days.**

- A. Rehabilitation / Treatment Programs or periods of Incarceration that are beyond ninety (90) calendar days shall **NOT** be considered for "*temporary*" care takers or "*boarding up*" options.
- B. Client absences, beyond ninety (90) calendar days, require the client to give up his / her unit.
- C. Client's who must vacate can, however, re-apply for housing and be considered for another unit (based upon eligibility and availability at time of re-application) upon completion of their Rehabilitation / Treatment Program or Incarceration.

SECTION 44

TERMINATION of RENTAL LEASE AGREEMENT / MHOA

The following applies to **ALL Programs.**

44.1. Client Initiated Termination Procedures.

- A. **Time Lines.** If a client (in **ANY** Program) decides that he / she **NO** longer desires assistance from the **Housing Department**, he / she **MAY Terminate** his / her Rental Lease / Homebuyer (MHOA) Agreement by providing the **Housing Department** with at least a fifteen (15) calendar day advance notice.

JUNE						
				01	02	
03	04	05	06	07	08	09
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Planned Move OUT Date

Date Termination Notice
Must be Mailed

- B. **Notification.** The notification to the **Housing Department**, by the client, that he / she is going to **Terminate** his / her Rental Lease / Homebuyer (MHOA) Agreement, shall be in **WRITING** and include the following:
- (1) Name of Client.
 - (2) Dwelling Unit Number / Apartment Number / Address (as applicable).
 - (3) Date Rental Lease / Homebuyer (MHOA) Agreement is to be terminated.
 - (4) Current Mailing Address and Phone Number of Client.
 - (5) Forwarding Address (after Move-Out) of Client.
 - (6) See Appendix **51** for a Sample of the **Housing Department's "Intent to Vacate"** form Letter. This may be used by client's, to assist them with the Move-Out and Lease Termination process.

- C. **Pre-Move-Out Inspection.** Upon receipt of the WRITTEN Notice, regarding the client's intent to vacate, and if the client so requests it, the **Housing Department Maintenance Division Inspector** shall schedule a Pre-Move-Out Inspection. The purpose of this inspection is to let the client know what he / she can do with regards to cleaning, painting, and needed repairs or replacements (if any) prior to vacating the dwelling unit.
- D. **Vacating WITHOUT Proper Notice.** Even if a client vacates the dwelling unit, without proper notice to the **Housing Department**, the client shall remain subject to the obligations of the Rental Lease / Homebuyer (MHOA) Agreement. This includes the obligation to make monthly payments until the **Housing Department's Resident Services Staff** can "*officially*" terminate the Rental Lease / Homebuyer (MHOA) Agreement in WRITING.
- (1) The "*official*" **Termination** Notice shall be communicated to the client, to the extent feasible.
 - (2) That means to the "*last known address*" that the client had on file with the **Housing Department**.

NOTE: Sometimes it is impossible for the **Housing Department** staff to locate or contact a client who has abandoned a unit or vacated without proper notice. This typically results when **NO** forwarding address is left with the Post Office.

44.2. **Housing Department Initiated Termination Procedures.**

- A. **General.** In the event the client (Renter / Homebuyer) fails to comply with any of the obligations in the Rental Lease / Homebuyer (MHOA) Agreement and / or any obligation under this Policy, the **Housing Department MAY** terminate the Rental Lease / Homebuyer (MHOA) agreement.
- B. **Notification.** If it becomes necessary for the **Housing Department** to terminate the Rental Lease / Homebuyer (MHOA) Agreement of a client, the **Housing Department** staff shall do so by giving the client a WRITTEN **Termination Notice**.
- (1) The **Housing Department's Resident Service** shall prepare the **Termination Notice**.
 - (2) The **Housing Department Director** shall review, approve, and sign the **Termination Notice** based on the information provided.

- (3) The **Termination Notice** shall include the following:
 - (a) Reason for the **Termination**.
 - (b) The date the client shall be OUT of the unit.
 - (c) The right of the client to file a GRIEVANCE.
 - (d) The actions, on the part of the client, that are needed to correct the breach (if any).
- (4) The **Termination Notice** shall be mailed to the clients last known address via CERTIFIED Mail.
- (5) A copy of the **Termination Notice** and CERTIFIED Mail receipt shall be filed in the clients permanent Housing Department Customer Care Specialist file.
- (6) See Appendix **52** for a Sample of the Housing Department's "**Termination of Lease Notice**" form letter.

C. **Timing.** The **Termination Notice** shall provide "*ample time*" for the client to vacate the unit.

- (1) "*Ample time*" is deemed to be thirty (30) calendar days from the date of the Notice Termination.
- (2) The client shall vacate the unit by that date, as illustrated below.

JUNE						
					01	02
03	04	05	06	07	08	09
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Date **Termination Notice Mailed**

JULY						
01	02	03	04	05	06	07
08	09	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Effective date of **Termination**

D. **Criteria for Termination.** The Housing Department may only issue a **Termination Notice** if the terms and conditions of the Rental Lease / Homebuyer (MHOA) Agreement have been violated. Some of the common reasons for **Termination** include, but are **NOT** limited to, the following:

- (1) Abandonment of the dwelling unit.
- (2) Admitting unauthorized persons to live in the dwelling unit. ✓
- (3) Creation of physical hazards.
- (4) **Criminal Activity.** A client, any member of the client's household, or a guest or other persons under the client's control engaging in criminal activity, including drug related criminal activity, on or near the client's unit.

Note: For purposes of this section, 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 defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802)).

- (5) Damaging the dwelling unit, premises, or Housing Department property.
- (6) Failure to comply with **ANY** provision of this policy.
- (7) Failure to complete Annual re-examinations.
 - (a) Committing fraud on the initial or **ANY** subsequent re-examinations.
 - (b) Withholding or misrepresenting information relative to the initial or **ANY** subsequent re-examinations.
- (8) Failure to allow **Housing Department** staff to conduct inspections.
- (9) Failure to attend counseling sessions, when directed to do so, by the **Housing Department**.
- (10) Failure to maintain the unit in accordance with the Rental Lease / Homebuyer (MHOA) Agreement.
- (11) Failure to make required monthly Rent / Homebuyer Payments.
- (12) Failure to make required monthly Utility Payments.

- (13) Failure to use the unit as the clients principal residence.
- (14) **Nuisance.** Serious and repeated interference with the rights of other **Housing Department** clients (i.e., the clients Neighbors). In other words, being a nuisance to the community in which the client resides. Nuisances include, but are **NOT** limited to, the following:
- (a) Failing to contain a pet that runs loose, barks excessively, etc.
 - (b) Failing to maintain the exterior grounds to the community standards.
 - (c) Failing to remove, or have removed, inoperable vehicles, appliances, furniture, etc. from the yard.
 - (d) Failing to remove, or have removed, refuse or allowing excess debris to build up between garbage removals.
 - (e) Failing to allow other residents in the community the peaceful enjoyment of their accommodations; etc.

Note: The **Housing Department** shall investigate complaints that are received on these issues (as noted above) and shall inform the client that these complaints / concerns have been received by the **Housing Department**. That notification shall be in WRITTEN form and followed up by personal contact (i.e., a Home Visit) with the client. Based on the nature of the complaint, **Housing Department** staff may issue a **Notice of Termination** to the client if the issue has **NOT** been resolved to **Housing Department** management's satisfaction.

- (15) **Violations.**
- (a) **Program Violations.** Client "**violations**" may include, but are **NOT** limited to:
 - 1/ Failing to submit Housing Department requested verifications.
 - 2/ Failing to provide Social Security Numbers.
 - 3/ Failing to complete re-certifications.
 - 4/ Failing to keep utilities in service.
 - 5/ Failing to report changes in income and / or assets of household members in a timely manner.
 - 6/ Vacating the unit in violation of the Rental Lease / Homebuyer (MHOA) Agreement.

(b) **Criminal "Violations"**. Criminal "violations" may include, but are **NOT** limited to:

- 1/ Knowingly omitting income or assets of self or household members.
- 2/ Knowingly under reporting income / assets of self or household members.
- 3/ Transferring income or assets to obtain / retain false eligibility.
- 4/ Overstating deductions / allowances / expenses.
- 5/ Using a false identity or Social Security Number.
- 6/ Using false documents.
- 7/ Falsifying the number of household members.

E. **Program / Criminal Violations**. If a client commits a **Program** or **Criminal Violation**, the **Housing Department** shall notify the client, in WRITING, of the violation, and provide the client with an opportunity to appeal using the procedures in the **Housing Department's** GRIEVANCE Policy.

F. **Referral for Criminal Prosecution**. In the case of **Fraud**, the **Housing Department** has several options, including **Criminal Prosecution**. The **Housing Department** shall first notify the client and give them an opportunity to resolve the discrepancy or problem. The **Housing Department** shall determine appropriate action of each case based on facts, available information provided by the client, and **ANY** other pertinent information.

44.3. **Abandonment**. In the event the **Housing Department** determines that the dwelling unit has been ABANDONED, the **Housing Department** shall still send the client a **Termination Notice**.

- A. The Notice shall cite the reason for **Termination** of the Rental Lease / Homebuyer (MHOA) Agreement as "**abandonment**".
- B. By sending the Termination Notice to the client, the **Housing Department** has met its legal requirement to "**officially**" notify the client that his / her Rental Lease / Homebuyer (MHOA) Agreement shall be **Terminated** in thirty (30) calendar days.
- C. This action does **NOT** preclude the **Housing Department's** Maintenance Division staff from Boarding up the unit to protect it against unlawful entry and vandalism.

44.4. Disposition of Homebuyer Account.

- A. If the Homebuyer (MHOA) Agreement is terminated by the Homebuyer or the **Housing Department**, the balance in the Homebuyer's Monthly Equity Payment Account (MEPA) shall be disposed of / charged with the following:
- (1) **ANY** maintenance and replacement costs incurred by **Housing Department** to put the unit back in satisfactory condition for the next occupant.
 - (2) **ANY** amounts the Homebuyer owes the **Housing Department** including:
 - (a) Required Monthly Payments.
 - (b) Required Monthly Payment for the period the home is vacant, **NOT** to exceed sixty (**60**) calendar days from the date of receipt of the Notice of Termination, or if the homebuyer vacates the home without notice to the **Housing Department**, for the period ending with the effective date of the Notice of Termination issued by the **Housing Department**.
 - (c) The cost of securing a vacant unit.
 - (d) The cost of notification and associated termination tasks.
 - (e) The cost of storage and / or disposition of personal property.
- B. **Additional Information.** Additional information on the MEPA can be found in Section **23** (Entitled: *MEPA*) of this document.

44.5. Prorating monthly (Rent / Homebuyer) Payments.

- A. When a Rental Lease / Homebuyer (MHOA) Agreement is terminated, the **Housing Department** shall "*prorate*" the final months payment.
- B. The "*prorated*" amount shall be based on the number of days in the month divided by the amount of the monthly payment. For example:
- (1) The monthly payment was **\$200** and the client vacated on the **15th** of June.
 - (2) There are **31** days in June, so the **\$200** payment shall be divided by **31** to yield a daily rate (rounded) of **\$6.45**.
 - (3) The daily rate is then multiplied times the number of days the unit was occupied that month. In this example - **15**. The daily rate (**\$6.45**) multiplied times the number of days (**15**) yields a "*prorated*" payment for June of **\$96.75**

44.6. Evictions.

A. Housing Department Staff Actions.

- (1) In the event a client fails to Move-Out, following receipt of a "**Termination of Lease**" notification, the **Housing Department** shall initiate EVICTION proceedings against the client.
- (2) The **Housing Department Customer Care Specialist** staff shall notify the client that the **Housing Department's Attorney** will be filing a civil complaint for EVICTION with the **Grand Traverse Band Tribal Court**.
- (3) The **Housing Department Customer Care Specialist** staff shall notify the **Housing Department's Attorney** of the client's failure to vacate and request that he / she file a civil complaint for EVICTION with the **Grand Traverse Band Tribal Court**.

B. Housing Attorney Actions. The complaint, prepared by the Attorney, shall be in WRITING, under oath, and contain a statement of fact (or charges) which include:

- (1) The name and address of the client (Renter / Homebuyer) and a request to the Court for Eviction of the client.
- (2) The **Housing Department** Project Number, Unit Number, Location of the Housing Unit, and the Legal Description of the Property.
- (3) A copy of one (1) of the following documents, whichever is applicable:
 - (a) Rental Lease Agreement between the client and the **Housing Department**.
 - (b) Homebuyer (MHOA) Agreement between the client and the **Housing Department**.
- (4) The reason(s) Housing has requested an Eviction.
- (5) A copy of **ALL** Notices of Delinquency and the Notice of Termination served on the client.

C. Payment of Legal Fees. In the event the **Housing Department's EVICTION** is upheld by a court order, the client shall be held responsible for **ALL** attorney fees, legal costs (i.e., servicing fees) and court costs incurred by the **Housing Department** in the eviction process.

D. **Failure to Vacate Following Court Order.**

- (1) In the event the client refuses to vacate the unit, after an Eviction Order has been issued by the court, then the **Housing Department Customer Care Specialist** staff shall contact the Tribal Police Department.
- (2) The Tribal Police Department shall be provided with a copy of the Eviction Order (from the Court) and be asked to physically remove the family.
- (3) The date / time of forced removal shall be coordinated with the **Housing Department's** Maintenance Division Supervisor so that the unit can be boarded up and secured immediately following the forced removal.
- (4) The evicted family is responsible for their belongings.

SECTION 45

TRANSFERS

45.1. **Rental.** Those in the following Rental Programs (Low-Income Rental – Single Family Housing Units, Low-Income Tax Credit Rental – Single Family Housing Units, Low-Income Rental – Elderly and Apartment Units) are eligible for Transfers.

A. **Types of Transfers.** The types of transfers allowed are as follows:

(1) **Client Requested Transfers.**

(a) Participants of the Rental Programs are eligible for “*transfers*” to other units, within or between projects.

(b) **ALL** Client Requested Transfers are:

1/ Subject to certain terms, conditions, and limitations.

2/ Subject to the availability of units.

3/ Approval of the **Housing Department**.

(2) **One-for-One Swaps.** One-for-One swaps are another option available, when two (2) families are willing to transfer (trade) units.

(3) **Mandatory Transfers.** Under certain conditions, **Housing Department** Management may direct clients to transfer to “*smaller*” or “*larger*” units under what are known as “**Mandatory Transfers**”.

B. **Transfer Request Form.** Those client’s who desire **ANY** type of “*transfer*” are required to complete a “**Unit Transfer Request**” form and submit it to the **Housing Department Director** for review / approval.

See Appendix **53** for a Sample of the **Housing Department’s “Unit Transfer Request”** form.

C. **Additional Information.** Clients should refer to the **Housing Department’s TRANSFER** Policy for more details on Transfer Procedures.

45.2. **Homeownership - Mutual Help.** Those in the Mutual Help program are **NOT** eligible for unit TRANSFERS.

SECTION 46

T.V. RECEPTION OPTONS

The following applies to **ALL Programs**

46.1. Direct T.V. Dish.

- A. Clients are **NOT** allowed to install a Direct T.V. Satellite Dish (for T.V. reception) on the roof of their dwelling unit because drilling holes to secure it can causes problems with water leaking into the home when it rains / snows.
- B. Clients wishing to install a Direct T.V. Satellite Dish must first request permission from the **Housing Department**.
 - (1) The request, from the client, shall be in **WRITING**.
 - (2) The **Housing Department** Director shall review and approve **ALL** such requests.
 - (3) The Director shall notify the client, in **WRITING**, of his / her decision within five (5) business days of receipt of the clients request.
 - (4) See Appendix **54** for a Sample of the **Housing Department's** "**Direct T.V. Satellite Dish Installation**" request form letter.
- C. Direct T.V. Satellite Dish's may be installed on a metal pole and anchored in the ground next to the dwelling unit. The dish support pole may also be anchored to the roof fascia with anchor bolts.
 - (1) The Direct T.V. Satellite Dish shall be grounded to prevent electrical fires that could be caused by lightning hits.
 - (2) Installation shall be at the client's expense – **NOT** housings.
 - (3) Upon Move-Out, the client shall be responsible for removal and disposal of the Direct T.V. Satellite Dish and **ALL** cabling.
 - (a) Clients are **NOT** eligible for any type of reimbursement for expenses (from the **Housing Department**) that they might have incurred during the installation of a Direct T.V. Dish.
 - (b) If items are **NOT** removed, at time of Move-Out, the **Housing Department** shall remove them, however, the client shall be billed for the cost of removing and disposing of those items.

- (d) See the **Housing Department's** RENT and COLLECTION Policy for details on billing and collection procedures.

46.2. **Satellite Dish.**

- A. Clients are **NOT** allowed to install a Satellite Dish (for T.V. reception) on the roof of their dwelling unit because drilling holes to secure it can causes problems with water leaking into the home when it rains / snows.
- B. Clients wishing to install a Satellite Dish must first request permission from the **Housing Department**.
- (1) The request, from the client, shall be in WRITING.
 - (2) The **Housing Department** Director shall review and approve **ALL** such requests.
 - (3) The Director shall notify the client, in WRITING, of his / her decision within five (5) business days of receipt of the clients request.
 - (4) See Appendix **55** for a Sample of the **Housing Department's** "**Satellite Dish Installation**" request form letter.
- C. Satellite Dish's may be installed on a metal pole that is securely anchored in the ground (i.e., in a cement base / pad) and at lease twenty (20) feet away from the dwelling unit.
- (1) The Dish shall be grounded to prevent electrical fires that could be caused by lightning hits.
 - (2) Installation shall be at the client's expense – **NOT** housings.
 - (3) Upon Move-Out, the client shall be responsible for removal and disposal of the dish, pad, and **ALL** cabling.
 - (a) Clients are **NOT** eligible for any type of reimbursement for expenses (from the **Housing Department**) that they might have incurred during the installation of a Satellite Dish
 - (b) If items are **NOT** removed, at time of Move-Out, the **Housing Department** shall remove them, however, the client shall be billed for the cost of removing and disposing of these items.
 - (c) See the **Housing Department's** RENT and COLLECTION Policy for details on billing and collection procedures.

46.3. T.V. Antennas.

- A. Clients are **NOT** allowed to install exterior T.V. antennas on the roof of their dwelling unit because drilling holes to secure it can cause problems with water leaking into the home when it rains / snows.
- B. Clients wishing to install a T.V. Antenna must first request permission from the **Housing Department**.
- (1) The request, from the client, shall be in WRITING.
 - (2) The **Housing Department** Director shall review and approve **ALL** such requests.
 - (3) The Director shall notify the client, in WRITING, of his / her decision within five (5) business days of receipt of the client's request.
 - (4) See Appendix **56** for a Sample of the **Housing Department's "T.V. Antenna Installation"** request form letter.
- C. Antennas may be installed on a metal pole, and anchored in the ground next to the dwelling unit. The antenna support pole may be anchored to the roof fascia with anchor bolts.
- (1) The Antenna shall be grounded to prevent electrical fires that could be caused by lightning hits.
 - (2) Installation shall be at the client's expense – **NOT** housing's.
 - (3) Upon Move-Out, the client shall be responsible for removal and disposal of the Antenna, support pole, and **ALL** cabling.
 - (a) Clients are **NOT** eligible for any type of reimbursement for expenses (from the **Housing Department**) that they might have incurred during the installation of a T.V. Antenna.
 - (b) If items are **NOT** removed, at time of Move-Out, the **Housing Department** shall remove them, however, the client shall be billed for the cost of removing and disposing of these items.
 - (c) See the **Housing Department's RENT and COLLECTION** Policy for details on billing and collection procedures.

SECTION 47

UPKEEP of DWELLING UNIT PROPERTY / GROUNDS

The following applies to **ALL Programs.**

47.1. Landscaping.

- A. Trees, bushes, shrubs, flowerbeds, etc. have been planted / installed on the property of most dwelling units to enhance the beauty of the neighborhood.
 - (1) Clients are encouraged to further enhance the beauty of their neighborhood by planting and caring for additional trees, bushes, shrubs, flowerbeds, etc.
 - (2) Clients may, at their discretion and expense, buy and plant additional trees, bushes, shrubs, flowers on / around their dwelling unit.
- B. Clients shall properly care for such vegetation (i.e., pruning, watering, etc.) to ensure the continued beauty of the housing area.
- C. **ALL** trees, bushes, shrubs, flowerbeds remain the property of the **Housing Department.**
 - (1) Clients are prohibited from removing any existing trees, bushes, shrubs, flower beds, etc. without first contacting and obtaining **WRITTEN** approval from the **Housing Department Director.**
 - (2) Clients are prohibited from removing any trees, bushes, shrubs, flower beds, etc., at time of Move-Out, even those which they paid for and planted.

47.2. Watering.

- A. Watering the lawn shall be done, by the client, as necessary to prevent brown or burned lawns.
- B. Clients shall be considerate of their neighbors by supervising / monitoring the watering of lawns, gardens, etc. so as **NOT** to damage their lawns, gardens, and property because of flooding.

- C. Garden hoses or sprinklers are **NOT** to be left on when **NOT** in use. This wastes resources and can lead to flooding.

47.3. **Outside Storage.**

- A. Generally speaking, clients shall **NOT** store household or other property / belongings (i.e., sofa, couch, kitchen table, etc.) outside the dwelling unit.
- B. Exceptions include such things as:
 - (1) Bicycles
 - (2) Barbecue Grills
 - (3) Lawn Chairs
 - (4) Lawn Tables
 - (5) Lawn Mowers
- C. The **Housing Department** is **NOT** responsible for personal items; left unsecured (or otherwise) outside of the dwelling unit, that are stolen or damaged. In other words, if things are stolen from the yard or damaged by vandals, clients are to report the theft / vandalism to the **Tribal Police Department** - **NOT** the **Housing Department**. Financial claims, for such losses, should be filed with the Clients Insurance Company (i.e., under the clients Renters Insurance Policy or Homeowners Insurance Policy).

47.4. **Sheds.** Sheds are allowed for storing such items as noted above in Section **47**, Para **47.3**. See Section **37** (entitled: *Sheds*) of this document for additional details.

47.5. **Snow Removal.**

- A. Clients are required to keep snow removed from their driveways and common areas (i.e., sidewalks) of their dwelling units.
- B. Generally, speaking, snow removal should be completed within forty-eight (**48**) hours of snowfall.
- C. The only exception to the conditions noted above, is for those clients in the "**Elderly Apartments**" which under management by the **Housing Department**.

- (1) The **Housing Department** Maintenance Division staff shall be responsible for snow removal in the common areas (sidewalks / driveways / parking areas) of the "**Elderly Apartments**".
- (2) It is the goal of the **Housing Department** Maintenance Division to get snow removed from the "**Elderly Apartment**" common areas and driveways as soon as possible (time, staff, and workload permitting), but **NO** later than twenty-four (**24**) hours after the snowfall.
- (3) If snow has **NOT** been removed twenty-four (**24**) hours after the snowfall, elderly clients are encouraged to call the **Housing Department** Maintenance Division (at 231-271-4473) to check on the status.

47.6. **Vegetable Gardens.**

- A. Clients may engage in gardening on their leased property, with **PRIOR WRITTEN** approval, from the **Housing Department Director**.
- B. Garden Plots must be "*modest*" in size.
- C. At time of Move-Out, clients shall return the premises (lawn) to its original state. In other words, reseeded with grass). This shall be done at the client's expense – **NOT** Housings.
 - (1) If the client fails to return the premises (lawn) to its original state, the **Housing Department** shall take care of it. The client however, shall be billed for the expenses (labor / materials) incurred by the **Housing Department** in doing so.
 - (3) See Section **50** (entitled: *Vacating Units*) of this document, for details on billing, collecting, and the consequences of **NOT** paying for rightful obligations.

47.7. **Parking Area Upkeep.**

- A. Parking areas shall be swept and kept free from grease, oil, etc.
- B. Any vehicle that is found or observed to be leaking fluid of any kind shall be removed from the street or driveway **IMMEDIATELY**.
 - (1) If the client does **NOT** remove the vehicle, the **Housing Department** shall take those actions necessary to get the vehicle removed.

- (2) The client shall be held responsible for **ANY / ALL** costs associated with the removal of the vehicle.
- (3) The client shall be held responsible for the clean up of any grease, oil, gas spills from the vehicle.

47.8. Yard Upkeep.

- A. Clients shall be responsible for the basic upkeep of their yards and keeping them in an acceptable condition, free from trash, clutter, and debris (including abandoned or junk cars).
- B. "*Basic Upkeep*" includes: watering the lawn, mowing / trimming the lawn, and trimming shrubs / bushes on the property, whenever necessary.
 - (1) Garden hoses, sprinklers, electric trimmers, etc. should be stored in the house or outside storage shed when **NOT** in use.
 - (2) Gasoline powered lawnmowers shall be stored outdoors or in an outdoor shed at **ALL** times – never in the house. Storage in the home is considered to be a fire hazard and safety issue.
- C. The **Housing Department** shall monitor the condition of the clients yard through periodic inspections and drive-bys.
- D. Clients shall be responsible for **cutting the grass**, in their yard, on a regular basis.
 - (1) If a client fails to keep the grass, in his / her yard, cut (to the satisfaction of the **Housing Department**), the following shall occur.
 - (a) When grass is found to be in excess of eight (**8**) inches, the **Housing Department** shall issue a NOTICE to the client that his / her grass needs to be cut within seventy-two (**72**) hours.

See Appendix **57** for a Sample of the **Housing Department's "Notification of Need for Yard Upkeep"** form letter that is sent to clients regarding lawn-mowing requirements.
 - (b) If the grass is **NOT** cut within seventy-two (**72**) hours, the **Housing Department** shall make arrangements to have it cut.
 - (c) The cost of cutting the grass shall be billed to the client.

- 1/ **Established Rates.** Listed below are the current rates for services, for lawn/yard care, that the **Housing Department** shall bill the client:
 - a/ **Single Cut \$25.00**
Ability to cut grass one time.
 - b/ **Double Cut \$30.00**
High grass that must be cut down once at a higher blade setting and a second time at lower blade setting in order to achieve the desired standard height.
 - c/ **Yard Clean Up \$10.00**
If the yard is littered with trash / debris, this shall be picked up prior to cutting the grass.
- 2/ **Review of Rates.** These rates shall be reviewed and adjusted annually based on the service providers rates.
 - (2) Receipt of three (3) or more of these NOTICES, within a twelve (12) month period, can lead to Termination of the Rental Lease / Homebuyer (MHOA) Agreement and Eviction.
 - (3) Grass clippings shall **NOT** be deposited on any street, road, or common property, except in proper containers on collection days.
- E. The only exception to the conditions noted above, are for those clients in "**Elderly Apartments**". The **Housing Department's** Maintenance Division staff shall be responsible for **ALL** yard upkeep at the "**Elderly Apartment**" facilities.
- F. Clients are also encouraged to read and review Grand Traverse Band **Tribal Ordinance 87-19**, entitled "**Junk Yard Ordinance**" for additional information on keeping their yards clean.

SECTION 48

USE OF THE HOME

48.1. ALL programs.

- A. Clients and the **Housing Department** are jointly responsible to the Tribe, and future generations, for ensuring that the Tribes housing stock is used properly and well maintained.
- B. It is the responsibility of each client to show respect for the housing program and appreciation for his / her low housing cost by keeping his / her unit and grounds in a decent, safe and sanitary condition at **ALL** times.
- C. **Principal Place of Residence.** As a condition of occupancy, clients are required to use the assigned dwelling unit as their "**PRINCIPLE**" residence during the term of the Rental Lease / Homebuyer (MHOA) Agreement (as applicable).
- D. Dwelling units are for the sole use of the client's family and / or dependents (as listed on the Application for Housing Assistance, Rental Lease Agreement, or Homebuyer (MHOA) Agreement – as applicable).
- E. Clients shall **NOT** use, or permit the use of the dwelling, for any other purpose.
- F. Instances of serious abuse or misuse of the dwelling unit (i.e., **NOT** using it as one's **Principal Residence**) is cause for Termination of the Rental Lease / Homebuyer (MHOA) Agreement and Eviction.

48.2. **Homeownership - Mutual Help.**

- A. Once a client has been assigned a Mutual Help home, entered into an MHOA, and moves in, he / she is prohibited from obtaining other federally subsidized housing.
- B. If other housing is desired, the client must "*voluntarily*" divest his / her interest in the Mutual Help home. That means turning the home back in to the **Housing Department**.
- C. If the client vacates the Mutual Help unit, for the purposes of residing elsewhere, and fails to abide by the **Housing Department's** MUTUAL HELP SUB-LEASE Policy, he / she shall be subject to Termination of the Homebuyer (MHOA) Agreement and Eviction proceedings.

SECTION 49

UTILITIES / SERVICES

49.1. **General.** The following Utilities / Service issues are common to **ALL** programs.

A. Proper Use of Facilities.

(1) **Tampering with Utility Meters.**

- (a) Clients shall **NOT** tamper with utility meters (or other utility equipment).
- (b) Clients who experience problems with any of their utility services should contact that Utility Service Provider (Customer Service Office) directly to report those problems and / or to seek assistance.

(2) **Use Equipment / Services as Intended.**

- (a) Clients shall **NOT** use plumbing, electrical, or gas burning equipment for any purpose other than that for which it was intended.
- (b) For example, the gas / electric range were intended for cooking – **NO HEATING THE HOUSE.**

(3) **What NOT to Dispose of in the Sewage System.**

- (a) Under **NO** circumstances are coffee grounds, cloth, or disposable diapers, sanitary napkins, loose plastic items, or any other such materials to be disposed of in the sewage system.
- (b) In the event it is determined that clogged pipes (requiring clearing or repairs) can be linked to clients, clients family, or clients guests putting such items (as noted above) into the sewage system, then the cost of repairs to unclog / repair the pipes shall be billed to the client.

(4) **Reporting Problems.** If there are problems with either the sewer or septic systems, clients shall report them, via phone, to the **Housing Department IMMEDIATELY.**

B. Requesting Utilities / Services.

- (1) The client (Renter / Homebuyer) shall be responsible for requesting service to be started, to his / her unit, directly from the Utility / Service Provider.
- (2) Following hook up, the client (Renter / Homebuyer) shall be responsible for the payment of **ALL** utility bills (including hook up fees) that are **NOT** provided by the **Housing Department**. Such payments shall be made directly to the Utility / Service Provider.

C. Weekly (Curb Side) Garbage Pick up.

- (1) Garbage Pick up shall take place on **Monday** of each week.
- (2) It is the client's responsibility to take their garbage to the curbside pick up point.
- (3) Garbage shall be at the curbside pick up point **NO LATER THAN 8 a.m. on Monday.**
- (4) 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, paper boxes, and plastic bags* are **NOT** approved containers for garbage.
- (5) It is also the client's responsibility to separate out recyclable materials from their garbage prior to placing it curbside.

D. Spring and Fall Clean-up Campaign.

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

E. **L.P. Gas (for Heating / Cooking).**

- (1) **Tanks Provided by Housing.** The **Housing Department** has furnished an L.P. Gas storage tanks (**1000**-gallon capacity) to service each single family Rental and Mutual Help home. These storage tanks are secured to concrete slabs adjacent to the building. Appropriate regulators and authorized gas pipes have been installed between the tank and the dwelling unit.
- (2) **Selecting Service Provider.** Clients may select the L.P. service provider of their choice, however, they shall **NOT** be allowed to use unauthorized L.P. storage tanks (i.e., stand up L.P. cylinders, small camping size containers, etc.), regulators or piping (i.e., plastic tubing). Use of such unauthorized materials can create both a fire and safety hazard and is strictly **PROHIBITED**.
- (3) **Maintaining Adequate Heat.**
 - (a) The client is responsible for maintaining sufficient fuel levels in the L.P. gas tank, so that adequate heat can be furnished to the dwelling unit, to prevent freezing of piped water.
 - (b) The client is also responsible for maintaining electricity to the unit so that the furnace can operate properly.
 - (c) If, for any reason, the client is unable to maintain sufficient heat or electricity to the unit, he / she shall notify the **Housing Department IMMEDIATELY**.
 - (d) If the unit suffers damage, resulting from the clients failure to maintain sufficient heat and / or to notify the **Housing Department**, he / she shall be charged (labor and materials) for any and **ALL** damages.
- (4) **Monitoring and Paying for L.P. Gas (at Move-In / Move-Out).**
 - (a) **Minimum Fill.**
 - 1/ "New" clients are entitled to sufficient fuel, at time of Move-In, to get them started.
 - 2/ Towards that end, the **Housing Department Maintenance Division** staff shall ensure that the L.P. Gas tank is checked, when they are done with the maintenance / rehabilitation work.

- 3/ Where necessary, they shall contact a local area L.P. gas provider and make arrangements for a "**minimum**" fill.
- 4/ For purposes of this policy, "**minimum fill**" shall mean twenty-five (**25**) percent (%) of the tank.
- 5/ The cost of that initial "**minimum**" fill, for the NEW Client, shall be born by the **Housing Department**.

(b) **Document Fuel Level at time of Move-In.** As part of the Move-In Inspection, the **Housing Department** Inspector shall document the amount of fuel (in gallons) in the L.P. storage tank, on the Move-In Inspection Report Form.

(c) **Document Fuel Level at time of Move-Out.** Upon termination of the Rental Lease / Homebuyer (MHOA) Agreement, another reading shall be taken during the Move-Out Inspection. The **Housing Department** Inspector shall document the amount of fuel (in gallons) remaining in the L.P. storage tank, on the Move-Out Inspection Report Form.

(d) **Paying for Fuel.**

1/ The client shall be responsible for the difference in the amount of fuel used by comparing the Move-In and Move-Out readings.

2/ The fuel price (per gallon) at time of Move-Out, shall be used as the basis for determining what is **DUE** the client or what the client **OWES** the **Housing Department**.

3/ For example: **Client owes:**

Gal. at Move-In	300 @ \$1.25 a gal.	= \$375.00
Gal. at Move-Out	200 @ \$1.25 a gal.	= <u>\$250.00</u>
<u>Client owes</u> Housing		\$125.00

4/ For example: **Housing owes** client a refund:

Gal. at Move-In	300 @ \$1.25 a gal.	= \$375.00
Gal. at Move-Out	500 @ \$1.25 a gal.	= <u>\$625.00</u>
<u>Housing owes</u> Client		\$250.00

- F. **Services NOT provided by Housing.** It is the responsibility of the client to make arrangements, with the applicable Utility / Service Provider, for those services needed / desired and for which the **Housing Department** is **NOT** responsible for.
- G. **Payment for services NOT provided by Housing.**
- (1) It is also the responsibility of the client (**NOT** the **Housing Department**) to PAY for any of the services, for which they have contracted for (including any deposits and / or hook up fees), and for which the **Housing Department** is **NOT** responsible for.
 - (2) Utility and Service providers shall bill clients directly for those services they have requested.
 - (3) At times, clients fail to have the utilities / service providers bill them directly. In some instances, those bills are then forwarded to the **Housing Department** for payment.
 - (a) Such bills, received by the **Housing Department**, shall be forwarded on to the client for payment.
 - (b) Failure of the client to pay, or have the service provider put the bill in the clients name for three (**3**) consecutive months, (following Move-In or start date of service) is grounds for Termination of the Rental Lease / Homebuyer (MHOA) Agreement and Eviction.

49.2. **Utilities / Services for Low-Income Rental – Single Family Housing Units.**

- A. **Provided.** The **Housing Department** **SHALL** provide the following UTILITIES / SERVICES to those clients living in Low-Income Rental - Single Family Housing units managed by the **Housing Department**:
- (1) Sewer.
 - (2) Water.
 - (3) Weekly (Curb Side) Garbage Pick up. (See details in Para 49.1.C. above)
 - (4) Spring and Fall Clean-up Campaign. (See details in Para 49.1.D. above)

Note: Clients shall refrain from waste or excessive use of utilities that are covered under their Rental Lease Agreement and paid for by the **Housing Department**.

B. **NOT Provided.** The Housing Department **SHALL NOT** provide the following UTILITIES / SERVICES to those clients living in Low-Income Rental - Single Family Housing units managed by the Housing Department:

- (1) L.P. Gas (for heating / cooking). (See details in para 49.1.E. above)
- (2) Fire Wood (for heating).
- (3) Electricity.
- (4) Telephone.
- (5) Cable T.V. Access.

49.3. **Utilities / Services for Low-Income Tax Credit Rental – Single Family Housing Units.** The same provisions, as for Low-Income Rental – Single Family Housing Units, apply here. See details in Section **49**, Para **49.2.** above.

49.4. **Utilities / Services for Low-Income Rental – Elderly and Apartment Units.**

A. **Provided.** The Housing Department **SHALL** provide the following UTILITIES / SERVICES to those clients living in **Low-Income Rental – Elderly and Apartment units** managed by the Housing Department:

- (1) Sewer.
- (2) Water.
- (3) Electricity.
- (4) Heat.
- (5) Weekly (Curb Side) Garbage Pick up. (See details in para 49.1.C. above)
- (6) Spring and Fall Clean-up Campaign. (See details in para 49.1.D. above)

B. **NOT Provided.** The Housing Department **SHALL NOT** provide the following UTILITIES / SERVICES to those clients living in Low-Income Rental – Elderly and Apartment units managed by the Housing Department:

- (1) Telephone.
- (2) Cable T.V. Access.

49.5. **Utilities / Services for Market Based Rental and Mutual Help Housing Units.**

A. **Provided.** The **Housing Department** **SHALL** provide the following UTILITIES / SERVICES to those clients living in ***Market Based Rental and Mutual Help Housing units*** managed by the **Housing Department**:

- (1) Weekly (Curb Side) Garbage Pick up. (See details in para 49.1.C. above)
- (2) Spring and Fall Clean-up Campaign. (See details in para 49.1.D. above)

NOTE: It should be noted that following conveyance of the Mutual Help home, to the homebuyer, the **Housing Department** is **NO** longer obligated to continue providing this service or bearing the cost for such continued service.

B. **NOT Provided.** The **Housing Department** **SHALL NOT** provide the following UTILITIES / SERVICES to those clients living in ***Market Based Rental and Mutual Help Housing units*** managed by the **Housing Department**:

- (1) Sewer.
- (2) Water.
- (3) Electricity.
- (5) L.P. Gas (for heating / cooking) (See details in para 49.1.E. above)
- (5) Fire Wood (for heating).
- (6) Telephone.
- (7) Cable T.V. Access.

SECTION 50

VACATING UNITS

The following applies to **ALL Programs.**

50.1. **General.** The purpose of this section is to provide procedures that apply to clients who are vacating their dwelling units.

50.2. **Sequence of Events.** The sequence of events, for vacating a dwelling unit, shall be as follows:

A. **Notification.** The client notifies the **Housing Department**, in WRITING, of his / her intent to vacate.

See Section **24** (entitled: *Notices*) of this document for details on timing, forms, etc. for such notices.

C. **Pre-Move-Out Inspection.**

(1) The **Housing Department** Maintenance Division Inspector shall schedule a Pre Move-Out Inspection of the unit within five (5) business days of receipt of the clients **Notice to Vacate** – and when such an inspection is so requested by the client.

(2) The client shall be provided with a copy of the Pre Move-Out Inspection Report so that he / she may make needed repairs / replacements.

C. **Move-Out Inspection.**

(1) The **Housing Department** Maintenance Division Inspector shall schedule the Move-Out Inspection so that it coincides with the clients stated Move-Out date (as noted on his / her **Notice to Vacate**).

(2) If the client has **NOT** completed the necessary repairs / replacements by the scheduled Move-Out date, the **Housing Department** Rehabilitation Division shall be notified so that repairs can be scheduled as soon as possible and the unit returned to service.

D. **Billing for Repairs After Move-Out.**

- (1) Once repairs and replacements have been taken care of, the **Housing Department Customer Care Specialist** staff shall provide the client with a detailed bill showing what work was done, the labor costs involved, the material costs involved, and a final **Settlement Statement**.
- (2) A copy of the **Settlement Statement** shall be placed in clients Resident Services File. A copy shall also be forwarded to the Housing Finance Division and the Housing Maintenance Division.

50.3. **Client Due Refund.**

- A. The **Housing Department's** Resident Services staff shall provide Housing Finance with a copy of the Move-Out **Settlement Statement** (indicating that a refund is due) so that the refund check can be issued and the client's account closed out.
- B. If the client has a refund coming (either from the Security Deposit or MEPA), the **Housing Department** Finance Division staff shall provide that refund to the client within forty-five (**45**) calendar days of Move-Out.

50.4. **Client Owes Housing Money.**

- A. If the client owes the **Housing Department** money, funds from the client's Security Deposit / MEPA (as applicable) shall be used to satisfy those outstanding debts.
 - (1) The **Housing Department's** Resident Services staff shall provide Housing Finance with a copy of the Move-Out **Settlement Statement** (indicating a refund is due) so that the refund check can be issued and the client's account closed out.
 - (2) Funds left over, after **ALL** debts have been paid, shall be returned to the client within forty-five (**45**) calendar days of Move-Out.
- B. If the client owes money, and their Security Deposit / MEPA contain insufficient funds to cover the debt, they shall be billed for the balance due.
 - (1) Clients shall be given sixty (**60**) calendar days within which to make good on their payment.

(2) In the event a client fails to make that payment within sixty (60) days, the matter shall be turned over to the **Housing Department's** Attorney.

(a) The Attorney shall initiate legal action, for restitution, via the Tribes Small Claims Court. Judgments for payment (via cash or wage garnishment) shall be sought.

(b) If legal action is required, the client shall be held responsible for any and **ALL** legal fees associated with trying to recoup funds due Housing.

(c) If additional costs (legal) are incurred, the Resident Services staff shall notify Housing Finance so that the client's account can be annotated accordingly.

50.5. **Close Out Settlement Statement.** See Appendix **46** for a Sample of the **Housing Department's "Close Out Settlement Statement"** form.

50.6. **Determining Charges for Repairs / Damages.**

A. Any amounts to be charged to the client, for repairs, shall be based on **ACTUAL COSTS** (labor and materials) incurred by the **Housing Department**.

B. For additional information on fixed charges, see the **Housing Department's** Maintenance Policy.

50.7. **Other Potential Applicable Charges.** The list below provides examples of some of the **OTHER** charges that clients can be billed for when vacating a unit. This list is **NOT** all-inclusive.

A. The cost of securing the unit (to protect against vandalism).

B. The cost of legal notification (i.e., servicing fees).

C. The cost of removing and disposing of abandoned vehicles.

D. The cost of storage and / or disposition of personal property left behind.

50.8. **Additional Information.** Additional information, on Move-Out Inspections can be found in Section **19** (entitled: *Inspections*) of this document.